Condominium Law Q&A

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Question – Our condominium complex consists of 53 buildings, 212 units, and a clubhouse. We have been paying an annual lease of $45,000 for the last 35 years for the use of the clubhouse. From time to time, the condo association has made improvements to the clubhouse at our expense. A small group of residents are trying to advocate buying out the lease, which includes that option, but the board insists we cannot, as the owner of the clubhouse refuses to sell. There is language in the lease that refers to "arbitration," if the owner and the association cannot arrive at an agreement. We are "assuming" that the language in our lease and bylaws are standard and universal for Florida. "Assuming" they are, is purchasing the clubhouse an option? If so, how should we proceed? Thank you for any information you might be able to provide and help us regarding this issue. L.B. – Boynton Beach

Answer – The Condominium Act, as amended, provides that every condominium created after January 1, 1977, which is built on leased lands or tied to a recreation lease, shall grant to the unit owners the right on the 10th anniversary date and every year thereafter, to purchase the land or recreation property on such terms as agreed between the parties. If the parties are unable to reach an agreement, then by binding arbitration. It is my experienced opinion that, given the right, boards should pursue the purchase option, leaving it up to the unit owners to make the ultimate decision as to whether or not to purchase, once the terms of the purchase are known.

Question – My husband and I own a unit in a condominium in South Florida, but spend the summer in our home up North. We left Florida the first of May. We were at no time advised that the parking lots would be refinished in the fall. When I questioned the manager as to why we weren't informed in sufficient time to remove our cars and thus avoid a towing fee, we were told that notices were placed on the doors of all residents a week prior to the work. There are roughly two hundred and seventy units in our condominium, approximately half of the units are snowbirds. I feel that the manner in which this was handled is most unfair. Do you feel that we are liable for the towing fee? S.Z., Delray Beach

Answer – Primitive! Hanging notice on the door handles of condominium units is not the most effective way of communicating with unit owners in this day of instantaneous communication. The management company, which manages the condominium where I own a unit, has a system in place which instantaneously calls every unit owner when necessary to communicate a problem, such as, AC repair, water shut-off, power failure. The same result can be achieved through e-mails. In fact, the law has been changed to allow associations to send notice and other communications to unit owners at the e-mail address given to the association. Anticipating the advent of cyber meetings, the Uniform Common Interest Ownership Act was recently amended to provide for web based meetings so long as the technology is in place to ensure that all unit owners are given notice and the opportunity

to view and participate on line. Personally, I feel the cost of towing the cars in your community should be borne as a common expense, given the inadequacy of the notice.

Question – In the enclosed copy of an amendment to the declaration of condominium which contains a prohibition of pets, a resident of our condominium regularly has a weekend visitor overnight who brings her dog. The unit owner contends that the amendment applies to residents and guests, not visitors, because the amendment refers to guests, not visitors. I believe that the rule applies to everyone who is staying here, both residents and visitors, and therefore the presence of the dog is not permitted. I would appreciate your opinion in this matter. C.D., Boynton Beach

Answer – The pet restriction, as clearly stated in the amendment, applies to unit owners, tenants and guests. The contention that a "visitor" is not a "guest" is without merit. The restriction is enforceable against guests. A more interesting question is whether the Fair Housing Act which mandates that associations make allowances for handicapped unit owners, extends to the guests of an owner. While it is a given that a trained service animal would be allowed to accompany a guest, what about an "emotional support animal?" To date, I have not read of any ruling on the issue.

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