



Condominium Law Q&A

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Question - I have read your article on the use of clotheslines in a deed restricted community. I am faced with a similar situation, and our Association Manager says our restrictions do not prevent us from installing a clothesline, but prohibit the hanging of laundry on it. I am confused. Am I prohibited from hanging my wash on the laundry line, but can install one? What would be the point then? Or, is this a case of mincing words, and the manager is trying to bully me into removing the line? I understand that Section 163.04, Florida Statutes says I can have and use a clothesline. As I am on the Board of Directors for our community, I would appreciate it if you could give me guidance on the enforcement of this issue. It is my understanding that this issue is not only governed by the State, but by the Federal government, as well. Has it been tested in courts or are there new rulings on it? I appreciate your help. Thank you. E.B. West Palm

Answer - While I might not agree with the concept of allowing clotheslines to adorn our yards and neighborhoods, the law says one must. Your manager's interpretation is simply ridiculous. That's sort of like saying the Federal law, which says a community association must permit a handicapped owner to keep a trained service animal in a no pet community, means that an owner is allowed to have a leash, but no dog.

Question - I am record owner of a condominium unit that is built on top of four garages that were

tied and transferred with four other units. The owners of these garages are taxed, so it does not constitute common area, but is considered as part of their unit. My title insurance is saying that these garages are "appurtenant" to my unit. My thoughts are that it cannot be an appurtenance to my unit, when they are owned by others and are not part of "belonging to" or "enjoyed with" my unit living accommodations. The units that own the garages are on separate lots from mine, so it cannot be considered one lot. Is this legal? Does it constitute an encumbrance on my title when five different people have ownership interest in the same parcel? Thank You. V.B., Palm City

Answer - There are two basic components to every condominium: the "unit" and the "common elements." The unit is the space owned by and for the exclusive use of the unit owners (the apartment, and all other improvements). When you extract the units from the condominium, it leaves the common elements (i.e., exterior of the building, roofs, entrance foyer, grounds, etc.). Those common elements which are reserved for the exclusive use of one or more unit owners are called "limited common elements." They include parking spaces, unit balconies, storage bins, boat docks, etc. The word "appurtenance" means "belongs to;" therefore, when a unit is assigned a parking space it becomes an appurtenance to the unit and cannot be transferred independently from the unit, unless the governing documents provide otherwise. So, the answer to your

question is “yes,” it is proper for garages to be designated as an appurtenance to the unit. Here is the catch. Common elements, limited, or otherwise, cannot be separately taxed. So, if the garages are being taxed, it sounds like they might have been declared units, just as cabanas are sometimes created as units. The governing documents will tell you if they are units or limited common elements.

Question - I had a hot water pipe break soaking 9 condo's below me. I have no insurance, and I have been getting letters from insurance companies. I was wondering how liable I am for repairs/water restoration and floor repairs due to this leak. Is there a limit to my liability? Thank you. M.C., Miami

Answer - For you to have personal liability for the resulting damage, those sustaining injury would have to prove that your negligence caused the pipe to break. More than likely, what will happen is that the Association's insurance, along with that of the individual unit owners sustaining the damage, will have to cover the cost of repair, less the deductible. Assuming that what was damaged is an improvement required by law to be covered by the association, then any resulting shortfall in proceeds will be billed against all unit owners as a common expense.

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