

# SIX THINGS YOU SHOULD CONSIDER BEFORE MOVING INTO A CONDOMINIUM

By Andrew J. Wozniak

**O**wning a condominium has many benefits, but it also comes with some restrictions. These restrictions are located in its Declaration, Rules and Regulations, and in Chapter 718 of the Florida statutes, which are important to review prior to purchasing a unit. Here are some things to consider before purchasing a unit:

**1. What type of car do you drive or plan on driving?** Some condominiums will regulate the size or type of vehicle you can park in the condominium and where you can park it. For example, some condominiums will not allow any owners to park a truck on condominium property. If the condominium has a garage, you may still be able to own a truck and park it inside, depending on the size of the garage. Some condominiums also prohibit the parking of motorcycles. While these types of regulations may seem unfair, they have generally been upheld by Florida Courts.

**2. Do you own any pets?** Do you plan on buying any pets in the future? Some condominiums will regulate the type or size of pets that you can own. For example, some regulations provide that you may not own a pet that weighs more than 40 pounds. Other condominiums will limit the type of pets you can own. There are exceptions to this rule, however. Florida law provides that, if an association selectively enforces a rule, then it may not enforce that rule at all. For example, if an association has a pet regulation of 40 pounds and several other unit owners have dogs that weigh 70 pounds and the board is aware of those dogs and chooses not to enforce the regulation against those owners, then the board may not enforce those regulations against you.

**3. Does the type of cable television provider matter to you?** Typically, the choice of cable television provider is selected by the association, which then incorporates that cost into your assessments. This has the advantage of enabling the association to obtain a reduced and cheaper rate if they negotiate with the provider effectively. However, this also means that, if your association decides to use a local cable company instead of a national provider, you may also be stuck with any problems the provider may have. For example, if the local cable television provider goes out of business, then you will be dependent on how the association chooses to resolve

the situation, how long it will take, etc. In other words, your point of contact for any cable issues may be the association or property manager and not necessarily the cable company.

**4. Do you enjoy gardening?** If so, a condominium may not be the best choice. The association determines the type of plants and trees that are planted and where they are planted. It may sound trivial, but there have been disputes between owners and associations over the location of plants when an owner decides to plant different bushes on property near a unit, but on property that is considered a common element.

**5. When was the last time a special assessment was imposed?** A special assessment is typically defined in a condominium's declaration as an additional assessment that the board decides is needed to cover an expense beyond what was determined in the annual budget. For example, a unit's roof is typically defined as a common element in the condominium's declaration. In other words, the association is responsible to pay for the maintenance and replacement of the roofs of all buildings. Since roofs have a limited lifespan before they need to be replaced, a board may need to impose a special assessment on all unit owners to cover this cost, depending on the amount of reserves. Reserves are funds that are just that, they are kept in reserve for emergencies. Many condominiums have had financial difficulties during the downturn in the economy and have not kept sufficient reserves, which, in turn may cause them to impose a special assessment. This is important when you are considering buying a new unit because a special assessment may be an unexpected and significant, additional expense. Further, it is worth examining an association's budget over the past several years to see how the board has managed its finances and to evaluate the overall financial health of the community.

**6. What is the difference between a common element and a limited common element?** The definition of a common element can vary slightly depending on each declaration, but generally means all property located within the development that is not part of a unit. The definition of a limited common element generally means property that is reserved for the use of a certain unit or units to the exclusion of all

other units, as specified in the declaration. It is important to consider what falls into each category because the purpose of defining each item as either a common element or limited common element is to determine who is responsible for paying for its maintenance or replacement if it breaks. For example, a lanai typically falls under the limited common element because it only serves one unit, but how about a water pipe that carries water from a bathtub to a drain? In some declarations, water pipes are defined as limited common elements because they only carry water from one unit to a main pipe that then serves all of the units. If there is a leak in the pipe that only serves your unit, you may be responsible for the cost to repair or replace it, should the need arise.

Owning a condominium has many benefits and is usually a great choice for most people. Condominiums do have some restrictions, however, which are important to review prior to entering into a contract for a unit. A condominium's restrictions are located in its Declaration, Rules and Regulations, and in Florida statutes, which your realtor can direct you to and an attorney can help you understand.



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