

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**Division of Florida Land Sales, Condominiums and Mobile Homes**  
*Issued Declaratory Statements*

Issue Date Docket #	Association/Project Petitioner Subject Cite	Under Appeal?	Pages
8-29-02 CD2002-043	River Run of Sebastian Wilson and Karen Wallace Requested an opinion as to the number of units in River Run for assessment purposes.	718.103(1) 718.501(2)(a)	
8-21-02 CD2001-012	Royal Arms Royal Arms Villas Condominium, Inc. Requested an opinion as to whether the declaration of condominium requires unanimous consent of third party mortgage owners to amend the provisions regarding insurance for the units and common elements, and whether the unit owners may amend the insurance provision through the amendment procedures governing other provisions without the consent of the mortgage owners.	718.110	
8-20-02 CD2002-041	Wynmoor I Wynmoor Community Council, Inc. Requested an opinion as to whether alternate directors, who are elected under the association's bylaws to fill unexpected vacancies, are members of the Board of Directors.	718.103(4) 718.111(1)(a) 718.111(1)(b) 718.112 718.1124 61B-23	
8-13-02 CD2002-025	BAYWATCH CONDOMINIUM John J. Johnson Requested an opinion as to whether the Baywatch Condominium Association of Pensacola Beach, Inc. (Association) must prepare audited financial statements, as provided in the bylaws of the association, or reviewed financial statements.	718.111(13)(a)2	9
3-18-2002 CD2002-004	OLIVE GLEN CONDOMINIUM Sawhney Holdings, Inc. Requested an opinion as to whether an investor who purchased 30 percent or more of the units in a condominium, is a developer as defined by s. 718.103(16), Florida Statutes, and Florida Administrative Code Rule 61B-15.007 and, if so, whether the Sawhney is limited to electing less than a majority of the board; whether a bulk lease of all the units to a real estate management company for the purpose of subleasing the units would remove Sawhney from developer status; or whether the listing of all the units for sale at a price above market value would entitle Sawhney to elect a majority of the board.	718.103(16) 61B-15.007	9
1-31-2002 CD2001-053	PARADISE SHORES CONDOMINIUM Lawrence R. Crosby, Petitioner Requested an opinion as to whether an alleged scrivener's error in the 1972 plot plans discovered in 1996, which would change the percentage ownership of the common elements, may be amended under s. 718.110(4) or s. 718.110(5), Florida Statutes.	718.110(4) 718.110(5)	8
12-10-01 CD2001-042	TANGERINE BAY CLUB ASSOCIATION, INC. Earl E. Polluck, Petitioner Requested an opinion as to whether a board may obtain unit owner approval to purchase land or recreation leases through written consent instead of by vote at a meeting where the bylaws expressly provide for written agreement under s 718.112(2)(b), Florida Statutes.	718.112(2)(b)	10
11-26-01 CD2001-036	FOUNTAINHEAD ASSOCIATION, INC Requested an opinion as to whether chapter 718 (the Condominium Act) requires a condominium association to allow a non-unit owner to attend board of administration meetings and speak on agenda items where a unit owner has given that person a general power of attorney authorizing the person to act as attorney-in-fact at that particular meeting.	718	7
11-26-01 CD2001-034	THIRD OCEAN CLUB CONDOMINIUM Daniel Gilroy, Petitioner Requested an opinion as to whether an amendment to the declaration that prohibits tenants from keeping pets violates any rights granted to tenants pursuant to s. 718.106, F.S.	718.106	7

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11/27/00 CD2000-176	PARLIAMENT TOWERS CONDOMINIUM, INC. Request for an opinion of the effect on its election of officers, when a recall petition is being serviced on the board just prior to the annual election.	718.112(2)(j) 61B-23.0028	4
9/29/00 CD2000-128	Crane Crest Apartments, Inc. Whether this statute authorizes the board to vote on structural changes to cooperative unit.	719.1055(3)	8
7/20/00 CD2000-075	OLIVE GLEN CONDO ASSN Olive Glen Condo Assn 'Successor' developers and whether a majority of the board can be elected	61B-15.007 61B-23.003(7)(f)	9
6/28/00 CD2000-071	RIVER RUN OF SEBASTIAN River Run of Sebastian Whether condominium is residential  Whether unit owners should pay a pro-rata share for cost of maintaining additional facilities	718.113(1) 718.103(22) 718.113(1) 718.103(22)	10
6/28/00 CD2000-072	RIVER RUN OF SEBASTIAN (This file is combined with CD200071) River Run of Sebastian Whether condominium is residential Whether unit owners should pay a pro-rata share for cost of maintaining additional facilities	718.113(1) 718.103(22)	
6/1/00 CD2000-062	RIVER WAY MANAGEMENT INC River Way Management Inc. Whether unit owners should pay a pro-rata share for cost of maintaining additional facilities	718.301(1)(d)	9
4/6/00 CD2000-006	SEAPLACE AT ATLANTIC BEACH CONDO ASSN Seaplace at Atlantic Beach Condo Assn Reserve funds placed in line item designated as "general" or "contingency"	61B-22.003(1)(f) 61B-22.003(2) 718.112(2)(f)2.	10
4/6/00 CD2000-006	SEAPLACE AT ATLANTIC BEACH CONDO ASSN Seaplace at Atlantic Beach Condo Assn. In this situation, Section 718.112(2)(f)2. and Rule 61B-22.003(1)(f), would allow an association to include in the budget reserve schedule a separate line item for general deferred maintenance and capital expenditures so long as the use for which the funds are intended is restricted, and the restrictions as to use are disclosed as well as the balance in the fund at the beginning of the budget period. For non-designated, general or contingent items for which the use of funds is not restricted, Rule 61B-22.003(2), F.A.C., requires that they be placed in the operating budget as opposed to the reserve schedule.	718.112(2)(f)2. 61B-22.003(1)(f)	10
12/29/99 CD99157	OCEANS CLOVERLEAF CONDO ASSN The Oceans Cloverleaf Condo Assn. Scrivener's error where a unit is ascribed an incorrect percentage ownership of common elements.	718.110(5)	6
12/21/99 CD99156	ESSEX PARK VILLAS CONDO ASSN Essex Park Villas Condo Assn Whether an owner of a majority of units within a condominium can vote for a majority of the board	61B-23.003(7)(f)	14
12/21/99 CD99156	ESSEX PARK VILLAS CONDO ASSN Essex Park Villas Condo Assn. Whether an owner of a majority of units within a condominium can vote for a majority of the board	718.301	14
11/8/99 CD1999132	MOON BAY CONDO ASSN. Moon Bay Condo Assn. In this situation, condo assn is residential; assn need not obtain license under 509 unless it owns units as "Resort Condominiums"	509.242 718.103(22)	9

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10/20/99 CD1999130	BAHAMA BAY CLUB TOWNHOUSE CONDO ASSN. Bahama Bay Club Townhouse Condo Assn. In this situation, 718.4015 does not apply to the assn agreement	718.4015	7
10/6/99 CD1999125	1800 ATLANTIC CONDO ASSN. Noonan, Thomas F. (1800 Atlantic Condo Assn., as Intervenor) In this situation, assn is a residential condo as defined by 718.103(22)	718.103(22)	11
8/9/99 DS1999096	ARLEN BEACH CONDO ASSN Arlen Beach Condo In this situation, association not prohibited from adjourning a unit owner meeting and holding the voting process open for 90 days to allow owners to vote on an amendment to the declaration.	718.112(2)(B)3.	8
2/1/99 DS1998182	ST. AUGUSTINE OCEAN AND RACQUET CLUB CONDO ASSN. St. Augustine Ocean and Racquet Club Condo Assn. In this situation, the assn may not preclude any unit owner from accessing all of the association's rental records, including the unit/unit owner identifying and financial information as contained in the "Unit Income Expense Activity" report.	<b>Appealed</b> 718.111(12)(a)13.	12
12/30/98 DS1998153	LEISUREVILLE LAKE UNIT E CONDO Ralph, Geraldine In this situation, assn may not change the proportion or percentages by which the owners are assessed for the water/sewer common expense to a per-unit basis.	718.113(1)	9
12/30/98 DS1998162	SAILBOAT CAY CONDO ASSN. Sailboat Cay Condo Assn. Allocation of common expenses in a mixed use condo	718.110(5) 718.404	17
12/21/98 DS1998150	GOLDEN LAKES VILLAGE CONDO ASSN 'A', INC. Starr, Harry In this situation, the residency requirement in the declaration does not conflict with either 718.112(2)(d)1. or 718.112(2)(d)3.	718.112(2)(d)1. 718.112(2)(d)3.	11
11/5/98 DS1998140	LAKE COMO COOPERATIVE, INC. Nagel, Mark B. In this situation, the assn must have the vote of 100% of the voting interests approve the addition of home sites on common element property.	719.1055(1) 719.1055(3) 719.1055(2)	8
10/29/98 DS1998122	STRATFORD ARMS CONDO ASSN Stratford Arms Condo Assn. In this situation, the assn may not authorize the proposed alteration to the balcony in question without first amending the declaration in the manner prescribed by 718 and the documents.	718.108(1)(a) 718.103(3) 718.103(19) 718.103(8)	8
6/26/98 DS1998059	WINDWARD COVE CONDO ASSN Gray, Dorothy In this situation, the Division declares that the board did not exceed its authority or violate 718.303(1) by issuing the 1/31/97 resolution regarding a boat dock/common element.	718.303(1)	9
5/19/98 DS1998028	BAYWAY ISLES POINT BRITTANY TWO CONDO Bay Isles Point Brittany Two Condo In this situation, 718.111(11)(b) provisions clarifying the term "building" are applicable to insurance contracts entered into by Petitioner after 7/1/92; the declaration sets out the obligations of the assn and unit owner for casualty insurance.	718.111(11)	12
5/7/98 DS1998017	SUGAR SANDS CONDO ASSN INC Sugar Sands Condo Assn., Inc. In this situation, assn cannot be operated in a consolidated fashion; therefore, assessments for maintenance of the seawall cannot be apportioned against all the condo owners of condos 1-23.	61B-22.003(4) 718.115(1)(a)	24

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4/24/98 DS1998004	OCEAN VILLAGE CLUB Brown, Ronald W. Collection of assessments for common elements	718.104(4)(f)	21
4/8/98 DS1998005	FAINE APARTMENT ASSN INC. Lamkin, Rosalie A., Unit Owner In this situation, Petitioner is the owner of a condo "unit" subject to assessments (although unbuilt).	718.116(1)(a)	14
3/20/98 DS1997423	TANGERINE WOODS OWNERS ASSN INC Miller, Louis B. In this situation, 718.113(2) is not applicable since the declaration specifies the procedures for approval of alterations/additions and the associated expenditures.	718.113(2)	9
2/4/98 DS1997396	DESTIN GULFGATE OWNERS' ASSN INC Destin Gulfgate Owners' Assn Inc In this situation, the assn, by purchasing the parking space and trading it with another owner without obtaining the approval required by 718.110(4) violated its declaration and 718.106, 718.107, and 718.110(4).	718.107 718.106 718.110(4)	9
1/5/98 DS1997338	TARACOMO TOWNHOMES CONDO ASSN., INC. Taracomo Townhomes Condo Assn., Inc. In this situation, it would be violative of 718.113(2) and 718.115(2) if the assn installs submeters and assesses each unit owner for its individual use of water.	718.113(2) 718.115(2)	10
7/31/97 DS1997170	LAKE COMO COOPERATIVE, INC. Doenges, William A. In this situation, the provisions of 719.106(1)(c) related to the videotaping of meetings applies to this assn.	719.106(1)(c)	8
2/20/97 DS1996660	KEY WEST BY THE SEA ASSN., INC. Key West by the Sea Assn., Inc. In this situation, the provisions of 718.113(5) authorizing the installation of hurricane shutters by the board, in accordance with the procedures set forth in 718 require the approval of a majority of the voting interests and overrides the provisions of the declaration.	718.113(5)	16
2/20/97 DS1995100	WEST WIND VILLAGE RETIREMENT COMMUNITY, INC. McMullen, Marge P. In this situation, Petitioner, who is in control of the board, may continue to utilize the proposed assessment methodology; the Board may not adopt an amendment that relieves the Petitioner of the responsibility of common expenses.	719.107 719.108	18
1/21/97 DS1995474	CASTLE BEACH CLUB CONDO ASSN., INC. Castle Beach Club Condo Assn., Inc. In this situation, the assn may contract with a hotel operator licensed as a C.A.M. for a term longer than 3 years as these contracts are exempt from 718.3026; the board may delegate its duties to the manager, but may not divest itself of fiduciary duties or delegate a power not granted by the documents.	718.3026	12
1/14/97 DS1995519	LAS CASAS CONDOMINIUMS, SEC. II Grayson, Roy C. and Fredia B. In this situation, assn's removal of an unauthorized shed that was placed on the common elements without a vote required by 718.113(2) is not a material alteration, but a restoration of the common elements to their original condition.	<b>Appealed</b> 718.113(2)	6
1/9/97 DS1996444	SCHOONER BAY CONDO Venclik, Alfred J. and Mary A. In this situation, 718.110(4) does not apply to these facts; assn must obtain approval of 75% of voting interests to add solar panels.	718.113(2) 718.110(4)	10

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10/28/96 DS1995200	PINE ISLAND RIDGE CONDO "F" ASSN., INC. Pine Island Ridge Condo "F" Assn., Inc. In this situation, the duties performed by the Treasurer constitute assisting the board in preparing budgets and other financial documents and coordinating the overall operation of the assn; the Treasurer/bookkeeper needs to obtain a C.A.M. license and cease all compensated activities until the license is obtained.	61B-55.002(4)	6
9/18/96 DS1996193	HOLLYBROOK GOLF & TENNIS CLUB Hollybrook Golf & Tennis Club Assn. In this situation, every unit owner in the assn has a right to be a candidate for a position on the board; therefore, the residency requirements in Article V of the bylaws is not enforceable.	718.112(2)(d)3. 61B-23.0021(9) 61B-23.0021(5)	8
7/30/96 DS1995441	THE CLUB AT CRYSTAL LAKE III, INC. Tardif, D. W. In this situation, a majority vote of the entire membership of each of the 4 condo associations is required to amend the RLUA to change a racquetball court into a social meeting room.	718.113(2)	16
2/2/96 DS1994480	WYNMOOR COMMUNITY COUNCIL, INC. Pasichow, Sidney In this situation, the assn has the authority to lease the common elements and charge rent; where assn provides a voluntary class, the assn is not charging a use fee but a service fee.	718.111(4)	9
10/9/95 DS1995219	FAIRWINDS COVE CONDO ASSN., INC. Fairwinds Cove Condo Assn., Inc. In this situation, the declaration provision is invalid that exempts owners who do not approve of a alteration or improvement from paying their proportionate share of the initial cost.	718.116(9)(a)	6
10/3/95 DS1995233	EL DORADO TOWERS CONDO ASSN., INC. El Dorado Towers Condo Assn., Inc. In this situation, the declaration must be amended before the assn may increase the transfer fee.	718.112(2)(i)	6
4/13/95 DS1994295	NEWPORT CONDO ASSN., INC. Sylak, James In this situation, the developer is not entitled to vote for a majority of the board; the developer appointments are null and void; remaining unit owner directors may name replacement board members.	718.301	8
3/29/95 DS1993432	HILLS OF INVERRARY CONDO INC Hills of Inverrary Condo, Inc. In this situation, the declaration regarding the allocation of common expenses on a tract and subdivision basis does not conflict with the statute in effect at the time the declarations were recorded; the election method in the Articles and Bylaws does not conflict with the statute in effect at the time the declarations were recorded, or the statute as amended.	711.14(2) 711.08(1)(g) 718.112(2)(d)3.	16
9/13/94 DS1994266	SANIBEL BEACH CLUB ASSN., INC. Sanibel Beach Club Assn., Inc. In this situation, the 224 sheets of paper entitled "recall petition" appear to constitute a "signature list;" assn is not obligated to mail or deliver notice of the special recall meeting to all unit week owners; it is the obligation of owners seeking recall to provide notice and bear cost of expenses incurred in noticing meeting.	61B-23.0027	14
8/19/94 DS1992137	SOUTH RIVER VILLAGE ONE CONDO ASSN. South River Village One Condo Assn. In this situation, the Petitioner's current and past procedure for apportioning common area expenses to owners is in accordance with 718.104(4)(f) and (g).	718.104(4)(g) 718.104(4)(f)	10
8/2/94 DS1994029	WYNMOOR COMMUNITY COUNCIL, INC. Wynmoor Community Council, Inc. In this situation, the Council is an assn under 718.103; the Council representatives are considered "unit owners" for the purpose of distributing the budget; reserves are waived by a vote of the Council representatives.	718.103(2) 718.112(2)(e) 718.112(2)(f)	9

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7/11/94 DS1993224	PALM-AIRE COUNTRY CLUB CONDO ASSN NO. 4 Palm-Aire Country Club Assn. No. 4 In this situation, paying for restoration work is to be done in accordance with the percentage of ownership interest in the common elements provided by the respective declaration of condominium.	711.12(6) 711.13 711.14 711.03(1)	12
3/16/94 DS1993364	ISLANDIA CONDO ASSN., INC. Islandia Condo Assn., Inc. In this situation, the shortfall in common expenses arising out of the failure or refusal of unit owners in one particular Islandia Condo to pay annual or special assessments must be collected from the other owners in the same condo.	718.115	11
10/29/93 DS1993118	OCEAN MONARCH CONDO ASSN., INC. Ocean Monarch Condo Assn., Inc. In this situation, the purchase of washing machines and dryers by the assn is not a substantial addition or material alteration of the common elements.	718.113(2)	6
10/21/93 DS1991265	INNISBROOK CONDO ASSN., INC. Innisbrook Condo Assn., Inc. In this situation, the assn is required to maintain separate books and financial records for each condo it operates; the declarations for condos 1 through 23 were not created pursuant to 711.64	718.111(6) 718.111(2)(a)11. 718.111(12)(a)11.	8
8/19/93 DS1993001	ROYAL ST. ANDREW ASSN., INC. Irwin, Margaret M. In this situation, the Board acted within its authority and did not promulgate an arbitrary rule regarding the issuance of a limited number of special security keys.	718.112(3)	6
9/25/92 DS1991226	HOLIDAY VILLAS III CONDO ASSN. Fleming, John E. (Holidays Villas III, as Intervenor) In this situation, the assn should conclude its financial review and audit, and determine how much rental income was used to pay common expenses; this amount, when adjusted for appropriate offsets, should be assessed as a common expense to all existing owners.	7D-23.005(3) 718.115(1)	5
7/10/92 DS1991161	EMERALD POINT CONDO ASSN., INC. Sulfridge, David and Betty (Emerald Point, as Intervenor) In this situation, the Amended Marina Policy is invalid, as it violates the Petitioners' rights to use the common elements, the marina, and dock space.	718.106(3) 718.123	11
6/17/92 DS1990324	LUDLUM LAKE TOWNHOUSES SECTION ONE Ludlum Lake Townhouses Sec. One Assn., Inc. In this situation, 718 and the rules override the bylaws provision that allows the concurrence of a director in the minutes to constitute the presence of a director for establishing a quorum; 718.112(2)(k) overrides the bylaws to the extent the provision purports to allow the board to remove a director.	718.112(2)(c) 718.112(2)(k)	10
7/18/91 DS1990221	EDEN POINT SOUTH CONDO Eden Point South Condo Assn. In this situation, the lease may only be purchased, consistent with 718.111(8), by the approval of that voting interest required to amend the declaration to permit the acquisition.	718.111(8)	8
7/5/91 DS1990312	GULF & BAY CLUB BAYSIDE Gulf & Bay Club Bayside Assn. In this situation, the developer is entitled to a credit in accordance with the formulation provided herein for prepaid insurance when the premiums were due and payable in full during the period, but the coverage of insurance extended beyond the guarantee period.	718.301	8
5/1/91 DS1990065	SPRINGWOOD CONDO ASSN OF NAPLES Springwood Condo Assn. of Naples In this situation, amendment adding phase requires execution by developer; at least 75% of the owners consented to the second amendment to the declaration, and the amendment does not violate 718.110(4); since the phase was valid, the unbuilt units in phase 3 are legally created and may be properly built according to the plan; the guarantee created simultaneously created with the	718.110(4) 718.104(2) 718.116(8)(a)2. 718.403	13

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	creation of a future phase must run in favor of all owners in all existing phases		
4/10/91 DS1990255	LAKEBRIDGE CONDO ASSN Feeley, John P. In this situation, the phrase on the proxy stating "the proxy shall remain in full force and effect until revoked" is not violative of 718; the second statement on the proxy, "If you do not designate a ... person as proxy, your vote will be cast by ..." is not violative of 7D-23.002.	7D-23.002 718.112(2)(b)	7
2/28/91 DS1989451	HAWTHORNE AT LEESBURG Hawthorne Residents Cooperative Assn. Vote required to amend Master Form Priority Lease	719.1055	13
1/31/91 DS1990056	ENGLEWOOD GOLF CONDO VILLAS ASSN., INC. Jackson, Robert In this situation, if the documents are properly construed as including the plumbing lines as a common element, then the transfer of maintenance of these items without compliance with 718.113(1) and without an amendment reclassifying these items as limited common elements, violates that section.	718.113(1)	10
1/31/91 DS1990042	PINE RUN, PINE RUN II, AND PINE RUN III Pine Run Assn., Inc. In this situation, the assn must obtain approval in writing of all unit owners and consent of the board for material alterations.	718.113(2)	7
1/30/91 DS1989462	OLD BRIDGE PARK CORP. Old Bridge Park Corp. The Bureau of Condominiums was included as a copy recipient of this statement.) In this situation, 7D-31.001(5)(a) is applicable to the proposed amendment to the prospectus submitted by Old Bridge park, a mobile home park; to amend existing rental agreements, Petitioner must obtain the consent of each homeowner to whom the new rental agreement will apply.	7D-31.001(5)	7
1/25/91 DS1990085	TWELVE OAKS CONDO ASSN Shelton, J. Paul and Jean In this situation, the expenses generated for maintenance of the access road area and for mangrove trimming, with such trimming to occur off the condo property, are not common expenses under 718.115(1).	718.115(1)	10
9/17/90 DS1989455	LAS CASAS CONDO Las Casas Owners' Assn., Inc. In this situation, without the express authority of the life tenant, assn. is not authorized to allow the remainderman to exercise the voting rights to the unit.	718.106(2)	7
5/23/90 DS1989500	THE RENAISSANCE OF POMPANO BEACH II Mancuso, Salvatore In this situation, nothing in the declaration or 718 precludes the assn. from assessing monies to satisfy assn. debts and, legal liabilities as a cost of carrying out the powers and duties of the assn to satisfy its apparent legal liabilities.	718.115(1)	5
4/17/90 DS1989486	TOWERS APARTMENTS CONDO Daytona Beach Ocean Towers, Inc. In this situation, 718.115(2) does not apply because declaration was recorded prior to effective date of statutory amendment; 718.104(4)(g) does not apply as this provision was not in the law in effect when the declaration was recorded.	718.115(2) 718.104(4)(g)	5
4/9/90 DS1989466	FOUNTAINS ASSN., INC. Benson, Harry In this situation, amendment to bylaws changing the percentage of owners needed to exercise the powers of the assn violates no specific provision of 718; amendment requiring all owners to use assn as management agent is not violative of 718.112(2)(i); 10% management fee is a transfer fee under 718.112(2)(i) and is only valid if in the documents and if not exceeding \$50/applicant.	718.112(2)(i) 718.112(2)(h)	8

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3/8/90 DS1988284	SENATE MANOR / MIDWAY AM/CAN / GOLDEN GATE Senate Manor / Midway Am/Can / Golden Gate In this situation, each Co-Petitioner was the creating entity of the cooperative thus falling within the definition of developer under 719.103(12).	719.103(12)	11
3/1/90 DS1989503	STARLIGHT TOWER Starlight Tower, Inc. In this situation, law provides no procedures requiring non-consenting owners to execute documents needed to convert their cooperative units to condominium; 718.116 requires all owners, including non-consenting, to pay assessments after conversion; if a developer, Petitioner must comply with Parts I, II, III, V of 718 and the rules; if not a developer, Petitioner not required to comply with Part VI of 718.	718.606 719.304 7D-15.007	7
3/1/90 DS1989483	KINGSLEY AT CENTURY VILLAGE CONDO III ASSN. Thibault, Katherine In this situation, 718.112(2)(k) entitles only the unit owners of Building "H" to vote on the recall and removal of the named director.	718.112(2)(k)	6
1/25/90 DS1989472	PARADISE PARK CONDO Paradise Park Condo Assn., Inc. In this situation, the declaration of Phase I did not create a phase condominium; the declaration for Phases II and III creates a phase in which only Phase II has been submitted to condo form of ownership; assn must operate each phase for which it is currently responsible as separate and distinct condos.	718.403	13
10/25/89 DS1989501	SOUTHGATE GARDENS CONDO ASSN. Culotte, Steven, President Transition/Subsequent developer	7D-23.003 718.301 7D-15.007	7
10/20/89 DS1989458	MONTE CARLO TOWERS Monte Carlo Towers Assn., Inc. In this situation, the as-built plans, specifications, building permit and certificate of occupancy are official records from inception, regardless of whether assn is controlled by developer or owners.	718.111(12) 718.301(4)	6
10/20/89 DS1989450	BUTTONWOOD BAY CONDO ASSN Sterne, Dick In this situation, the committee meeting does not have to be open to owners where a quorum of the board is not present.	718.112(2)(c) 7D-23.001	3
9/28/89 DS1989461	OAKLEE GROVE, A CONDO Pierce, James M. and Carmel J. In this situation, the purported amendment is contrary to the requirements of 718.117(2).	718.117	7
9/27/89 DS1989449	COURTYARDS OF BROWARD CONDO ASSN., INC. Becker, Ben and Dolores Cable TV	718.1232	7
9/12/89 DS1988290	TAHITIAN GARDENS CONDO, INC. Aldrich, Robert J. In this situation, Petitioner must comply with the bylaws as amended by the tallied vote.	718.112(2)(h)3.	5
7/26/89 DS1989505	1211 OWNERS ASSN/PROMENADE SEC. I Park Shore Development Co., Inc. In this situation, 718.301(1)(b) entitles owners to elect not less than a majority of the board.	718.301(1)(b)	5
6/30/89	VILLAGE TOWNHOUSES POMPANO BEACH Village Townhouse Pompano Beach/Great Western Bank Adding phases to development	718.403(1)	6

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4/18/89	COMMODORE CONDO Commodore Owners' Assn., Inc. In this situation, assn may not preclude any owner from accessing the association's rental records.	718.111(12)13.	4
4/13/89 DS1988305	LAS CASAS CONDO SEC. I & II Las Casas Owners Assn., Inc. Notice of budget meetings and budget components	718.112(2) 718.504(20)	7
4/7/89 DS1988504	LAS CASAS OWNERS ASSN., INC. Clark, William D. Ability of person holding power of attorney to sit on board	7D-23.001(9)	6
3/31/89 DS1987395	PALM BEACH HOTEL CONDO Palm Beach Hotel Condo Applicability of 7D-23.003(9) to transferee	7D-23.003(9)	6
3/9/89 DS1988281	MEADOWBROOK LAKES VIEW CONDO VILLAGE Meadowbrook Lakes View Condo Village Assn. In this situation, Board enacted rule contradicts 718 and is not effective as an amendment to the declaration.	718.104(5) 718.111(2)	6
2/3/89	SOUTH SEAS NW CONDO APTS OF MARCO ISLAND South Seas NW Condo Apts. Of Marco Island (Issued by Division of Hotels & Restaurants) licensing requirements of Chapter 509, as they pertain to condo units.	509.013(4) 509.013(10)	6
1/25/89	FIRST AMERICA BANK & TRUST Littell, Charles W. In this situation, the funds deposited to escrow accounts under 718.202 are and remain the property of the purchaser/developer until those funds are disbursed.	718.202	4
1/23/89	LIFETIME OF VACATION RESORT Lifetime of Vacation Resort (Issued by Bureau of Timeshare) In this situation, the 1984 amendment to 718.403(1)(a) does not apply to the declaration recorded in 1983, and the 7-year deadline fails to find application.	718.403(1)(a)	3
1/20/89 DS1988283	GOLDEN GATE RESIDENTS ASSN OF PINELLAS PARK Golden Gate Residents Assn of Pinellas Park Application of 468 to certain issues	468	5
12/20/88 DS1988295	TROPIC SCHOONER CONDO APTS. OF MARCO Tropic Schooner Condo Apts of Marco Validity of phase II	718.104 718.403	4
12/8/88 DS1988297	PALM SPRINGS II CONDO ASSN. Davis, Milton, President Cable TV	718.1232	6
12/2/88 DS1987398	ROYAL STEWART ARMS NO. 1, 2, 4, 5, 6, 7, INC. Royal Stewart Arms Numbers 1, 2, 4, 5, 6, & 7, Inc. Expenses of operation of separate condos and recreation facilities	718.115	8
11/30/88 DS1988294	WIMBLEDON TOWNHOUSES I Wolfson, Nathan Establishing and increasing a reserve amount; use of reserves	718.112(2)(f)	6
9/15/88 DS1988302	SEASIDE BEACH CLUB CONDO Scope, Alfred S., for Barnett Bank of S. Fl. NA In this situation, bank meets definition of successor developer under 721.05(9)(b), and is required to comply with 721 and 718	7D-15.007	6

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5/24/88 DS1985322	VANDERBILT SURF COLONY SEC. I & II ASSN., INC. Vanderbilt Surf Colony Sects I & II Assn., Inc. In this situation, the recreational and maintenance assns are not condo assns.	718.103(2)	6
5/10/88	EL CONQUISTADOR VILLAS, VILLAGE 2, CONDO ASSN El Conquistador Villas, Village 2, Condo Assn. In this situation, the recreation assn (El Conquistador Condo Assn Recreation Area) is not a condo assn.	718.103(6) 718.103(2) 718.103(17)	4
4/25/88 DS1986270	PALMETTO PALMS RV RESORT CONDO Ormsby, James A. (Palmetto Palms RV Resort, Intervenor) In this situation, the 20% use fee does not violate 718.	718.111(4)	4
10/27/87	COSTA DEL SOL ASSN., INC. Costa Del Sol Assn., Inc. In this situation, the exemption for consolidated financial operation of 2 or more condos by a single assn authorized by 718.111(6) does not apply to Petitioner	718.111(6)	6
8/20/87 DS1985317	NO. 2 CONDO ASSN - PALM GREENS AT VILLA DEL RAY CONDO Vogel, Frank (No. 1 Condo Assn., as Intervenor) In this situation, the master association's "members" or "unit owners" within the purview of 718.112(2)(e) should be construed to be the various sub-association members within the master, and not the individual unit owners in the condos.	718.112(2)(e)	4
3/3/87 DS1986266	HAMPTONS WEST Hamptons Development Corp. (Rory Shur, et. al, as Intervenor) In this situation, after the original activation of the 50% provision in 718.301(1), reconveyance to the developer does not cancel entitlement of non-developer owners controlling assn.	718.301(1)	5
12/29/86 DS1986253	VILLAS AT COUNTRYSIDE CONDO ASSN Villas at Countryside Condo Assn./Hillcrest VI Process for electing and filling vacancies of developer and non-developer board members	718.301	5
11/10/86 DS1985319	ORLANDO INT'L RESORT CLUB CONDO ASSN., INC. Orlando International Resort Club Condo Assn., Inc. In this situation, assn may not deny owners who are delinquent in assessments the right to use the common elements or to vote; quorum for assn meetings cannot be less than 1/3.	718.106 718.112	6
9/30/86 DS1985300	WING SOUTH AIRPARK PRIVATE VILLAS, INC. Wing South Airpark Private Villas, Inc. Approval needed to change liability for common expenses	718.08(1)(m)	6
8/15/86 DS1984262	WINSTON TOWERS 600 CONDO Belkin, Arnold Turnover	718.301	16
5/29/86	DOVER HOUSE CONDO ASSN. Dover House Condo Assn., Inc., and Dover Suspending right to vote and use common elements due to delinquent assessments; Division may properly require developer to bring documents into conformity with law	721.07 718.106	9
3/18/86 DS1985304	BELLA COSTA INC., DBA BELLA COSTA, A CONDO Bella Costa Inc., d/b/a Bella Costa, A Condo Error in declaration effecting valid existence of merged condo	718.110(10)	4
11/21/85	RAMBLEWOOD EAST CONDO ASSN., INC. Ramblewood East Condo Assn., Inc. Fee for use of common areas	718.111(4)	4

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11/8/85 DS1985296	SUN ISLAND ASSN. & BAY ISLAND GROUP NO. 1 American Housing & Development Corp. & Remba, FL Purchase of a recreational facility lease	718.401(6)	3
10/25/85 DS1985281	PALMS SPRINGS II CONDO ASSN., INC. Palm Springs II Condo Assn., Inc. Maintenance of door and window frames	718.113(1)	3
10/10/85 DS1985282	PARKVIEW VILLAS A, B, & C CONDOS Lowell, Cass A. Separate accounting records and liability of common expenses in each condo	718.115(2) 718.111(7) 718.115(2) 718.111(7)	4
10/8/85 DS1985315	MARISOL PLAZA CONDO ASSN., INC. Marisol Plaza Condo Assn., Inc. In the situation, assn must place in public records, a survey, plot plan, and certificate of substantial completion, since developer is not longer in existence	718.104(4)(e)	4
8/19/85 DS1095203	SOUTH SEAS NW CONDO APTS OF MARCO ISLAND South Seas NW Condo Apts. Of Marco Island Cable TV	718.1232	5
8/13/85 DS1985277	SPLINTERWOOD CONDO ASSN., INC. Splinterwood Condo Assn., Inc. Special class of common expenses	718.115(1) 718.104(4)(g)	4
7/18/85 DS1985275	VILLAGE OF KINGS CREEK CONDO ASSN. Village of Kings Creek Condo Assn. In this situation, the Declaration provision that prohibits non-resident owners from serving on the Board is inconsistent with 718.112(2)(d)1.	718.112(2)(d)	3
5/22/85 DS1985316	SANDY COVE CONDO ASSN OF SEMINOLE Sandy Cove Condo Assn of Seminole Use of joinder to constitute a quorum	718.112(2)(b)	4
4/30/85 DS1985269	ESSEX HOUSE CONDO Mineiky, Dorothy D. and Walsh, Ruth A. Right to make or obtain copies of official records when assn has access to and an interest in a copy machine	718.111(12)(c)	4
1/14/85	LELY CONDO I ASSN., INC. VanderLaan, Dr. Cornelius, President, et.al. In this situation, the Declaration provisions that purportedly authorize a homeowners assn to administer condo property are void and ineffectual.	718.111(1)	8
12/12/84 DS1984247	CARRIAGE HILLS / LAKESIDE J Schnitzer, George In this situation, the unpaid shares of common expenses attributable to the unit in Lakeside G are collectible only from owners in that condo -- not from owners in all condos in the community	718.116(6)	5
6/26/84 DS1981181	LA PLAZA CONDO ASSN./SAN SOUCI La Plaza Condo Assn., Inc. Escalation clause in lease	718.401	2
5/21/84 DS1984231	ORANGE TREE VILLAS CONDO & CINNAMON LAKE NO. 3, INC. Hemberger, Francis & Cinnamon Lake # 3, Inc. Recall of developer representative by owners other than the developer	718.112(2)(g)	5

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1/20/84 DS1983291	SCOTTSDALE CLUSTER CONDO II ASSN., INC. Scottsdale Cluster Condo II Assn., Inc. In this situation, original paint of building constitutes an improvement pursuant to 718.203.	718.203(1)(e)	3
12/12/83 DS1983295	FOREVER APRIL ASSN., INC. Forever April Assn., Inc. Declaration provisions for shares of common expenses	711.14	3
10/19/83 DS1983307	NORMANDY PARK SOUTH CONDO ASSN INC Normandy Park South Condominiums In this situation, the assn is not entitled by the July 1977 amendments to the declarations to financially operate the condos in a consolidated fashion	718.111(7) 718.111(11)	1
9/30/83 DS1983292	LAKE MAITLAND TERRACE APT., INC. Lake Maitland Terrace Apt., Inc. Liability for repair cost not covered by insurance	718.111(9)	5
9/9/83	NETTLES ISLAND, INC. Ely, Dan Cancellation of developer reservation contained in declaration	718.302(1)	4
8/19/83 DS1983322	MEADOWCROFT CONDO ASSN., INC. Meadowcroft Condo Assn., Inc. In this situation, 718.111(11) is not applicable to assn in that it may not financially operate the condos in a consolidated fashion and 718.111(7) and 7D-18.05(5), (6)(c) require a separate budget and books and records.	718.111(7) 718.111(11)	5
8/8/83 DS1983290	TOWERS OF QUAYSIDE NO. 2 CONDO Siegel, Herman E., on behalf of himself & other unit owners In this situation, Towers of Quayside HOA, Inc. is not an assn within the meaning of 718, specifically 718.301, where owners other than the developer are allowed to elect at least 1/3 of the board of the HOA.	718.301	7
7/19/83 DS1982273	FOUNTAIN SQUARE CONDO ASSN., INC. Fountain Square Condo Assn., Inc. Board entity as proxyholder	718.112(2)	4
7/14/83 DS1983281	SHADYBROOK VILLAGE OWNERS' ASSN., INC. Shadybrook Village Owners' Assn., Inc. In this situation, the declarations do not provide for consolidated financial operation; 718.111(7) and 7D-18.05(5), (6)(c) require separate books and records for each condo	718.111(7) 718.111(11)	4
6/13/83 DS1982269	GREEN HILLS PARK WEST CONDO # 3 Green Hills Park West Condo # 3 Voting certificates	718.104(4)(i)	3
5/24/83 DS1982267	KINGS CREEK WEST CONDO Edelman, Gilbert Board's authority to adopt particular rule	711.08	4
5/20/83	LAKE MAITLAND TERRACE APTS. INC. Bennett, Joseph V., President Collection of legal expenses from violating unit owner; legal expenses are common expenses	718.303(1)	3
4/19/83 DS1983274	MAINLANDS OF TAMARAC BY THE GULF, UNIT 2 Cartwright, Richard T. and G. L. Escalation Clause	718.401(8)(a)	5
4/19/83 DS1983284	OUTDOOR RESORTS AT ORLANDO, INC. Wallace, Paul L., President Number of voting interests needed to recall	718.112(2)(g)	3

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4/18/83 DS1982258	TYMBER SKAN ON THE LAKE SEC. I-III TyMBER Skan on the Lake Owners Assn and Sec. I-III In this situation, the declarations do not provide for consolidated operation; separate books and records must be maintained for each condo	718.111(11)	4
4/4/83 DS1983275	HEMISPHERES CONDO ASSN., INC. Lerner, Lawrence A., for the Board In this situation, notice of any meeting between the board and a management representative must be posted at least 48 hours in advance	718.112(2)(c)	3
3/30/83 DS1982271	WESTWOOD HOMEOWNERS' ASSOCIATION, INC. Gudgel, Robert R., President Ability of Architectural Committee to approve alterations and additions	718.113(2)	2
2/7/83 DS1982263	APOLLO CONDO, INC. Apollo Condo, Inc. In this situation, Board may not charge a fee on extensions and renewals of leases	718.112(2)(j)	3
2/4/83 DS1983278	BAY YACHT CLUB CONDOMINIUM ASSN., INC. Bay Yacht Club Condo Assn., Inc. Elections when developer in minority	718.112(2)(d) 718.301(1)(c)	6
1/10/83 DS1982261	SOUTH GARDEN CONDO ASSN. South Garden Condo Assn. Assn's ability to reassign parking spaces	718.113	7
12/7/82 DS1982265	LAKE MAITLAND TERRACE APTS, INC. Bennett, Joseph V., President Expenses for maintaining limited common elements	718.113	3
8/19/82 DS1982251	POLYNESIAN GARDENS CONDO, INC. Berman, Richard and Brodsky, Samuel Who decides proper allocation of common surplus	718.111(4)	3
8/6/82 DS1982250	THREE PALMS POINTE CONDO Mariner, Robert G. In this situation, expenses of parties, get-well cards & other social activities are not common expenses, as the documents do not designate them as such	718.115	2
8/4/82 DS1982253	FORUM BOARD OF GOVERNORS Forum Six Assn. Changing number of votes assigned to directors on Board of Governors for recreation area	711.08(1)	3
8/4/82 DS1982248	KINGS POINT WEST/CANTON D CONDO lungerich, Jack M. Approval need to improve Petitioner's patio	718.110(4)	6
7/2/82 DS1982249	TAHITIAN GARDENS CONDO, INC. Tahitian Gardens Condo, Inc. Assessments	718.116(1)(a)	4
2/11/82	THREE PALMS POINTE CONDO Klim, William Jr., and Annie H. Proxy committee as proxyholder	7D-23.02	2
1/12/82 DS1981182	ISLAND TOWERS CONDO Tedesco, William J. Cable TV	718.1232	3
10/29/81 DS1981179	KINGS POINT COMMUNITY ASSN./BRITTANY B CONDO Hirshorn, S. Mortimer (Kings Point Community Assn., as Intervenor) In this situation, the eight area assns are condo assn; Kings Point Community Assn must operate in	718.102(2)	5

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	accordance with 718		
10/28/81	CANTON D CONDO ASSN. Iungerich, Jack M. Vote need to improve patio; requirement to amend declaration to include new survey	718.104(3)(e) 718.110(4)	2
10/28/81 DS1981185	KINGS POINT WEST CONDO ASSN/CAMBRIDGE B CONDO Springett, R. C. Approval need to improve patio	718.110(4)	2
8/13/81	LA PLAZA CONDO ASSN./SAN SOUCI La Plaza Condo Assn. (San Souci, General Partnership, as Intervenor) Enforcement of escalation clause	718.401(8)	4
2/20/81	THE LANDINGS COMMUNITY The Landings, Ltd. Applicability of 718.401(8)	718.401(8)	5
6/25/80 DS1980152	NO. ONE CONDO ASSN. / PALM GREENS AT VILLA DEL RAY No. One Condo Assn. Palm Greens at Villa del Ray In this situation, the master assn is a condo assn within Chapter 718	718.103(2)	4
4/28/78 DS1978192	COMMODORE PLAZA AT CENTURY 21 CONDOMINIUM ASSN., INC. Anonymous Co-Owner of unit Appropriateness of assn's method of providing the annual meeting notice	711.11(2)(d)	3
11/19/76	ARLEN HOUSE WEST CONDO ASSN., INC. Raymond, Morris and Mary Determination of when assessments for common expenses "come due"	711.15(1)	4
5/17/76	LONGBOAT HARBOUR OWNERS ASSN., INC. Longboat Harbour Owners Assn., Inc., et.al. Manner of assessing for common expenses	711.14(2) 711.14(3) 711.14(4) 711.18(1)	8
5/17/76	OPAL TOWERS CONDO CORP. Polinsky, Edward and Mina B. Manner of assessing for common expenses	711.14(2) 711.14(4) 711.62(2)	12