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February 22, 2008

Board of Directors  
The Cove at Briar Bay  
Condominium Association, Inc.  
J & L Property Management, Inc.  
10191 W. Sample Road #203  
Coral Springs, Fl 33065

**Re: The Cove at Briar Bay Condominium Association, Inc.  
/Association Liability for Damage to Units**

Dear Board of Directors:

You requested the firm to provide the Association with a general statement concerning its liability for damages to a unit and condominium property.

Pursuant to Florida Statute Section 718.113(1) maintenance of the common elements is the responsibility of the association. Furthermore, most governing documents, including the Declaration of Condominium for the Cove at Briar Bay place the duty to maintain the common elements upon the association. Thus, regardless of what or who caused the damage to the common elements, the Association is responsible to repair the common elements. This duty to maintain and repair would also apply to any other area (including a portion of the unit) which the association's governing documents require the association to maintain and repair. Please note that if the common elements were damaged due to the fault of another, then the Association may have a claim against that person for damages.

Generally, the Association is not responsible for damage to a unit caused by a defect or failure in the common elements or other area which is the Association's responsibility to maintain unless the Association was negligent or the Association intentionally failed to maintain or repair the

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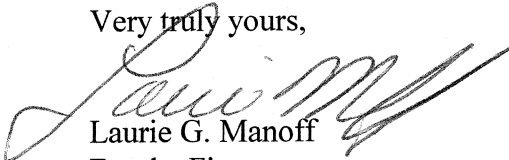
area. Florida Courts and the Department of Business and Professional Regulation, Division of Florida Land Sales, Condominiums and Mobile Homes, have held that where an association is not negligent in its maintenance of the common elements and has acted reasonably with respect to such maintenance, the association is not responsible for damages sustained by a unit due to a defect in the common elements. See Jones v. Lake Harbour Towers South Condominium Association, Inc. Department of Business and Professional Regulation, Division of Florida Land Sales, Condominiums and Mobile Homes Case No.: 93-0266 (November 16, 1994) citing Janke v. Corinthian Gardens, Inc., 405 So. 2d 740 (Fla. 4<sup>th</sup> DCA 1981) and citing Schmeck v. Sea Oats Condominium Association, Inc., 441 So. 2d 1092 (Fla 5<sup>th</sup> DCA 1983).

Thus, to summarize, the Association will be liable for damage to a Unit if such damage resulted from the Association's negligence or intentional failure to maintain a common element or other area which the Association is required to maintain.

In some instances there may be coverage under the Association's insurance policy for damage to a unit. However, many insurance policies exclude mold. The Association may desire to discuss with its insurance agent whether its policy covers mold.

If you have any questions or desire further discussion on this matter, then please do not hesitate to call me.

Very truly yours,



Laurie G. Manoff  
For the Firm