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June 25, 2026

Sent Via Email Only (srose@lauderdalewest.org)

Stephen Rose, President
Lauderdale West Community Association No.1, Inc.
1141 NW 85th Avenue
Plantation, Florida 33322

RE: Sale and Leasing Restrictions and Board of Directors Authority to establish Guidelines for Sale and Leasing Approval.
Our File No. 12933.000

Dear Mr. Rose:

You have requested our firm's opinion with respect to the following issues presented.

Issue One. Must a unit owner wait for one year after acquisition of a unit to sell and/or lease a unit?

As to the Condominium Units:

After further discussion on Friday regarding my email below which responded to the ability of the Board of Directors to set standards to board resolution for sale and purchase guidelines, I further reviewed the documents with respect to the prohibition of selling and/or leasing a unit within a one-year period from the date of acquisition of a unit. Specifically, the condominium documents were amended in 2002 to further expand Section 11.1 of the governing documents with respect to this issue. Section 11.1 of the amendment reads as follows:

Substitute in place thereof:

(a) Sale or Lease: No apartment owner may dispose of an apartment or any interest therein by sale or lease at any time without approval of the Association nor prior to the expiration of one (1) year from the date of acquisition of title to said apartment, except in the case of inheritance or financial institution or private lender acquiring title in foreclosure. Minimum lease shall be for three (3) months, maximum lease shall be for one (1) year. Failure to obtain Board approval shall be subject to fine of \$100 or maximum allowed by law, plus costs of appropriate legal action thereby incurred by the Association.

Thus, with respect to the Condominium Units there is a one year prohibition from a unit owner ***selling or leasing*** their home from date of acquisition except in the case of inheritance or financial institution or private lender acquiring title and foreclosure.

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As to the Single Family Homes:

With respect to single-family homes please note that each of the Revitalized Declarations in 2008 provide the following:

As to Section 12:

.2 Transfer Subject to Approval.

(A) Sale or Lease. No IMPROVED LOT/DETACHED HOME OWNER may dispose of an IMPROVED LOT/DETACHED HOME or any interest therein at any time by sale or lease without approval of the ASSOCIATION. No IMPROVED LOT OWNER may dispose of an IMPROVED LOT or any interest therein by lease prior to the expiration of one year from the date of acquisition of title to said IMPROVED LOT, except in the case of inheritance or financial institution or private lender acquiring title in foreclosure. Minimum lease shall be for three (3) months: maximum lease shall be for one (1) year. Failure to obtain Board approval shall be subject to fine of \$100.00 or maximum allowed by law, plus cost of appropriate legal action thereby incurred by the ASSOCIATION.

As to Section 3:

.2 Transfer Subject to Approval.

(A) Sale or Lease. No IMPROVED LOT/DETACHED HOME OWNER may dispose of an IMPROVED LOT/DETACHED HOME or any interest therein at any time by sale or lease without approval of the ASSOCIATION. No IMPROVED LOT OWNER may dispose of an IMPROVED LOT or any interest therein by lease prior to the expiration of one year from the date of acquisition of title to said IMPROVED LOT, except in the case of inheritance, or financial institution or private lender acquiring title in foreclosure. Minimum lease shall be for three (3) months: maximum lease shall be for one (1) year. Failure to obtain Board approval shall be subject to fine of \$100.00 or maximum allowed by law, plus cost of appropriate legal action thereby incurred by the ASSOCIATION.

As to Section 4:

.2 Transfer Subject to Approval.

(A) Sale or Lease. No IMPROVED LOT/DETACHED HOME OWNER may dispose of an IMPROVED LOT/DETACHED HOME or any interest therein at any time by sale or lease without approval of the ASSOCIATION, except in the case of inheritance, or financial institution or private lender acquiring title in foreclosure. No IMPROVED LOT OWNER may dispose of an IMPROVED LOT or any interest therein by lease prior to the expiration of one year from the date of acquisition of title to said IMPROVED LOT. Minimum lease shall be for three (3) months: maximum lease shall be for one (1) year. Failure to obtain Board approval shall be subject to fine of \$100.00 or maximum allowed by law, plus cost of appropriate legal action thereby incurred by the ASSOCIATION.

Thus, like the condominium declarations, the Revitalized Declarations for the Single Family Homes also have a one-year prohibition from a unit owner selling or leasing their home from date of acquisition without any exception.

Issue 2: Does the Board of Directors have the right to create reasonable guidelines for the Sale and Leasing of a unit.

Both the Condominium Declaration and the Revitalized Declarations require Association approval before any transfer by sale or lease may occur. Because the governing documents expressly vest approval authority in the Association, the Board of Directors may adopt reasonable procedures and guidelines to implement that approval authority, provided such procedures are consistent with the governing documents and are applied uniformly and in good faith.

With such authority, the Board may adopt reasonable approval procedures by Board resolution, provided those procedures are applied uniformly, are reasonably related to the purposes of the governing documents, and are not arbitrary, capricious, or discriminatory.

Florida courts have recognized that the intent of approval provisions in condominium declarations is to allow the board of directors to screen qualified prospective residents for financial responsibility. Note that *Coquina Club, Inc. v. Mantz*, 342 So.2d 112 (1977). A minimum credit score, as a measure of financial responsibility, fits squarely within this recognized purpose of the Board's authority to approve or deny purchasers.

Once the governing documents grant approval authority, the board may promulgate specific procedures to implement that authority. However, post-formative actions of the association, such as rules promulgated by the board of directors, are subject to a test of reasonableness. *Aquarian Foundation, Inc. v. Sholom House, Inc.*, 448 So.2d 1166 (1984). Courts assess board-created rules by first determining whether the board acted within its scope of authority, and second, whether the rule reflects reasoned or arbitrary and capricious decision making *Beachwood Villas Condominium v. Poor*, 448 So.2d 1143 (1984).

Issue 3: Do the governing documents prohibit an Owner from leasing their Unit more than once per year or more than once for every trailing 12 months.

Neither the Condominium Declaration nor the Revitalized Declarations limits an owner to a single lease during any calendar year or rolling twelve-month period. Rather, the governing documents require only that each lease have a minimum term of three (3) months and a maximum term of one (1) year. Accordingly, provided each lease complies with those duration requirements and receives Association approval where required, multiple leases during successive periods are permitted.

Please review and call me if we need to discuss any further issues.

Thank you.

FRANK WEINBERG & BLACK, P.L.



STEVEN A. WEINBERG, ESQUIRE
For the Firm