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May 14, 2026

Via email - srose@lauderdalewest.org

Stephen Rose, President
Lauderdale West Community Association No. 1, Inc.
1141 NW 85 Avenue
Plantation, FL 33322-4624

RE: Lauderdale West Community Association No. 1, Inc. (the "Association")
Our File No. 12933.000

Dear Mr. Rose,

You have requested our opinion regarding whether the maintenance, repair, and replacement of unit entry doors, windows, and other openings or apertures serving or located within the boundaries of individual condominium units (collectively, "Apertures") are the responsibility of the individual unit owners or the Association. This letter summarizes our understanding of the governing documents and relevant facts you provided, and provides our opinion based on those materials.

In preparing this opinion, we reviewed (i) the Declarations of Condominium for Lauderdale West (the "Declaration") including the exhibits and attachments; (ii) the survey, plat, and/or graphic description attached to or recorded with the Declaration depicting the condominium property and unit boundaries (the "Surveys"); and (iii) the Association's longstanding maintenance and enforcement practices as described by management and members of the Board (the "Historical Practices").

Based on the information provided, the Association historically has treated unit doors, windows, and similar openings as part of the unit and, correspondingly, has required owners to maintain them and arrange for and pay the costs of repair or replacement, subject to architectural and uniformity controls (e.g., approved styles, colors, hurricane ratings, and installation standards). The Association's maintenance activities have generally focused on common elements and limited common elements as defined in the Declaration (e.g., exterior structural components, roofs, and other shared building components), and the Association has never budgeted for wholesale replacement of unit doors and windows as a common expense, except in the event of a property loss.

Subject to the assumptions and limitations in this letter, it is our opinion that the Apertures are the unit owners' responsibility to maintain, repair, and replace, and that the Association may enforce that responsibility consistent with the Declaration, the Surveys, and the Association's Historical Practices.

The Surveys accompanying the Declaration identify the unit boundaries in a manner that places doors, windows, and similar openings within the unit. The Declarations define unit boundaries by reference to the unfinished surfaces of perimeter walls and does not mention the Apertures. Here, the Surveys accompanying the Declaration depict the units and their perimeter boundaries in a manner that includes the Apertures serving each unit¹. In our view, this depiction supports the conclusion that the Apertures are appurtenant to, and part of, the individual units rather than common elements to be maintained by the Association.

The Declaration's allocation of maintenance responsibility is consistent with owner responsibility for unit components. The Declaration generally distinguishes between (a) units and those portions of the building serving a single unit, and (b) common elements (and any limited common elements) serving multiple units. Where an item is part of the unit, or is a component serving only one unit, the governing documents typically place day-to-day maintenance and replacement responsibility on the owner, while reserving to the Association the right to regulate alterations to preserve structural integrity and uniform appearance. To the extent the Declaration assigns owners responsibility for maintaining their units (including components located within unit boundaries) and assigns the Association responsibility for common elements, the more reasonable construction is that unit doors, windows, and similar openings fall within the owner-maintained category unless the Declaration contains a specific, recorded provision shifting that obligation to the Association. By way of example, Paragraph 7 of the Schedule to By-Laws that was originally recorded with the first Declaration of Condominium provided that

"All doors leading from an apartment unit to limited common elements or common elements shall be closed at all times except when in actual use for ingress and egress to and from limited common elements and common elements."

A door that was either a common element or a limited common element would not lead to another common element.

The Association's Historical Practices reinforce this interpretation. When governing documents are susceptible to more than one reasonable interpretation, Florida courts and arbitrators often consider the parties' long-term, consistent course of performance, i.e., how the Association and owners have historically administered the documents, as persuasive evidence of the intended allocation of responsibilities. See, e.g., *Ace Electric*

¹ In *Shores of Panama Club v Shores of Panama Resort Community Ass'n*, 204 So.3d 541 (Fla. 1st DCA 2016), the Court there held that the trial court could not rely on the surveys attached to the declaration for identification of common areas because they conflicted with the statement of areas in the declaration and therefore the declaration controlled. Here, there is no apparent conflict so the common law rule that the surveys control should apply. *Trustees of Internal Imp. Fund v. Wetstone*, 222 So.2d 10 (Fla.1969).

Supply Co. v. Terra Nova Electric, 288 So.2d 544 (Fla. 1st DCA 1973) (holding “[i]n construing such a contract the interpretation thereof by the parties as shown by their actions in relation thereto is accorded considerable weight.”)

The Historical Practices you described (owners maintaining and replacing their own doors/windows subject to uniformity standards; the Association not budgeting for unit-aperture replacement as a common expense) provide additional support for interpreting the Declaration and Surveys to place responsibility for the Apertures on the unit owners.

The Association may regulate modifications while leaving cost responsibility with owners. Even where owners bear the cost of maintenance and replacement, the Association may (and typically should) enforce architectural and construction standards for Apertures to maintain a uniform exterior appearance, ensure compliance with windstorm/hurricane requirements, preserve building envelope performance, and reduce water intrusion risk. Accordingly, our opinion that owners are responsible for the Apertures is not inconsistent with the Association requiring prior approval, use of specified products, licensed/insured contractors, and consistent installation details.

For the reasons above, we conclude that the Apertures are owner-maintained items.

Sincerely,

FRANK WEINBERG & BLACK, PL



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