

### GLAZER AND ASSOCIATES, P.A.

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### WELCOME ABOARD



While our firm practices in several areas of the law, such as commercial litigation, real estate, personal injury and construction, the majority of the practice is devoted to the representation of Condominium and Homeowner Associations. Our firm is proud to announce the addition of the following Associations, within the past quarter, to our list of clientele: The Wave, Pelican By The Beach and Fillmore Condominiums in Hollywood, 121 Golden Condominium in Hallandale, Provence Village Condominium in Coconut Grove, Sunset Palm Villas, Mediterranea B and New World Condominiums in Miami, Marina Bay Club Condominium Hotel and Town Royale Condominium in Sunny Isles Beach. If we don't say it enough, we can assure you that we appreciate the business and the confidence placed in our firm.

### SUPREME ACHIEVEMENT



In February, Eric Glazer had the privilege and pleasure of appearing before the United States Supreme Court and made a motion to admit attorneys Michael Rajtar and Andrew Demos as members of the Bar of said court. Justice Stevens granted the motion. The firm looks forward to having Meredith Spira and Ralph Ruocco admitted to the Supreme Court Bar later this year.

### WE'RE ON THE WEB



Check out our exciting and informative website:  
[www.condo-laws.com](http://www.condo-laws.com)

where you can get copies of the firm's prior newsletters, send the staff or its attorneys e-mail, view a biography of the firm's attorneys, get copies of published articles by the firm's attorneys, and more.

### WE'RE COMING TO BOCA



In an effort to be closer to the growing number of North Broward and Palm Beach associations, as of June 1<sup>st</sup>, 2005 the firm is proud to announce the opening of our new second office located at: One Boca Place, 2255 Glades Road, Boca Raton, Florida 33431. Suite 324-A. The telephone number is (561) 988-8490 and the fax number is (561) 988-8491. The office is conveniently located in the heart of Boca Raton and is just a stone's throw west of I-95. We look forward to meeting even more association clientele in our new offices and are excited about joining the Palm Beach County community.

### HOMESTEAD PROTECTION

(By Eric Glazer)



The Fourth District Court of Appeals, which handles appeals from both Broward and Palm Beach Counties, recently held that an association could not force the sale of homestead property to collect the association's judgment for attorney's fees. In Andres v. Indian Creek the H.O.A. brought suit against homeowners who erected a flagpole on their property. The association prevailed and the homeowners were found to have violated the association's covenants and were ordered to remove the flagpole. The association then sought to foreclose on the property to reimburse the association its attorney's fees incurred in the flagpole suit. The trial court granted the foreclosure. However, on appeal, the 4<sup>th</sup> DCA held that a judgment for attorney's fees is like any other judgment and is not one of the exceptions for forcing the sale of homestead property protected by the Florida Constitution. The association is thus now forced to attempt to collect on the judgment by finding other assets of the homeowners that are not protected by Florida or Federal law.

## “AS IS” CLAUSES

(By Eric Glazer)



It is not uncommon for Sellers and Buyers of residential real estate to enter into contracts which mandate that the buyer is buying the property in “as is” condition. Sellers of residential real estate should be aware however that just because they are selling the property in “as is” condition the buyer is not deemed to have waived or relieved the sellers of their requirement by law to disclose hidden defects in the property. The same cannot be said of commercial property however, where there is not presently a duty imposed by law on the seller to disclose hidden defects.

## CONDO RESTORATION

(By Andrew Demos)



So many of our condominium clients are undergoing concrete restoration and other significant repairs - it almost seems contagious. At a minimum, contracts between an association and a contractor should include

but not be limited to the following provisions: prevailing party attorney's fees, venue, start and completion dates, liquidated damages clauses for delay, perhaps a monetary bonus for early completion, liability and workman's compensation insurance, compliance with permit and product approvals, warranties, written approval of change orders, performance, material and payment bonds and a provision mandating that the final payment is due only upon passing final inspection by the local municipality. Also, this office always checks for proof of licensure and status as an active and current Florida corporation.

## ASSOCIATION DEBT COLLECTION

(By Michael Rajtar)



Pursuant to the Federal Fair Debt Collection Practices Act, association attorneys and management companies are considered “debt collectors”. In their initial contact with the unit owner they are required to provide the unit owner with a 30 day time period to verify and pay the debt owed to the association. However, the association, when collecting its own debt, is not considered a “debt collector” under the Act, and is not held to the same stringent standard. Unlike the manager or attorney, the association can demand payment from the unit owner immediately in its first letter.

## THE DEVELOPER GUARANTEE

(By Eric Glazer)

Most Declarations of Condominium contain a Developer Guarantee. This simply means that the Developer does not have to pay the usual monthly maintenance charges on units that the developer still owns, so long as the developer guarantees not to raise the monthly or quarterly maintenance payments on all other units that have already been sold or will be sold during the guarantee period. The developer also guarantees to pay any shortfall incurred by the association during the guarantee period. Upon turnover of control of the association by the developer to the unit owners, the association's accountant should ensure that the developer has complied with the guarantee provisions contained in the Declaration and Florida law. If the guarantee was violated, the association should make demand upon the developer for reimbursement of any sums due.

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**Eric M. Glazer:** born August, 1967, Brooklyn, New York. B.A., New York University, 1989. J.D., University of Miami School of Law, 1992. U.S. District Court, Southern District of Florida, 1992. U.S. District Court, Middle District of Florida, 2004. U.S. District Court, Northern District of Florida, 2004. U.S. Circuit Court of Appeals for the Eleventh Circuit, 1996. U.S. Supreme Court, 1996.

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**Ralph C. Ruocco:** born April, 1974, Brooklyn, New York, B.A. Brooklyn College 1998. J.D., University of Miami School of Law, 2002. U.S. District Court, Southern District of Florida, 2005.

The primary practice of our firm is representation of condominium and homeowner associations in the South Florida area. The firm has represented hundreds of associations since its inception in 1994, regarding all facets of association law. In addition, the firm has litigated and/or arbitrated hundreds of association cases in the state courts as well as before the Division of Florida Land Sales, Condominiums and Mobile Homes, Arbitration Section.

The hiring of a lawyer is an important decision that should not be based solely upon advertisements. Before you decide, ask us to send you free written information about our qualifications and experience.