OVER 70 YEARS EXPERIENCE

PAVESE LAW FIRM | COMMUNITY ASSOCIATION NEWSLETTER

SUMMER 2019

PAVESE LAW FIRM ATTORNEYS EARN THE FLORIDA BAR BOARD CERTIFICATION IN CONDOMINIUM AND PLANNED DEVELOPMENT LAW

Pavese Law Firm partner Christopher Pope and attorney Matthew Gordon were recognized by The Florida Bar with Board Certification in Condominium and Planned Development Law. Florida Bar Board Certification requires a rigorous application process and examination, and is the highest level of evaluation by The Florida Bar for the skills, special knowledge, proficiency, professionalism and ethics in condominium and planned development law.

"Condominium and planned development law" is the practice of law in which an attorney serves as counsel to community associations, developers, property owners and investors; drafts governing documents and prepares planned development documents; collects past-due assessments; represents associations and developers in litigation, arbitration and mediation matters; and assists in the planning, development, construction and financing of condominium or other planned development communities. The full definition from The Florida Bar is available at www.floridabar.org/about/cert/cert-cp/.

Pope and Gordon join four other Pavese Law Firm attorneys, Christopher Shields, Steven Hartsell, Charles Mann and Charles Capps, who are also board certified in condominium and planned development law. Additionally, Shields, Mann and Capps are Florida Bar Board Certified Real Estate attorneys, three of only 21 attorneys in the entire state of Florida to hold this dual distinction.

"We are proud of Chris and Matt's hard work to earn certification in condominium and planned development law, a distinction that recognizes their ability to serve as a trusted legal source within their practice area," said Christopher Shields, partner at Pavese Law Firm. "To now have six attorneys board certified in condominium and planned development law is a significant achievement for our firm."

Pope, who joined Pavese Law Firm in 2012 and became a partner in 2018, practices primarily in the areas of condominium and homeowners' association law, construction law, and real estate law. He represents and advises clients, including top national homebuilders, contractors, developers, commercial associations, homeowners' and condominium associations, and individuals on a wide range of issues.

Gordon focuses his practice on real estate development, commercial and residential transactions, condominium and homeowners' associations, and business law. He is experienced in representing developers and builders in residential and commercial real estate transactions, as well as advising clients on business contracts, corporate governance and operational agreements. He joined Pavese Law Firm in 2017.

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THE DIVISION REVERSES ITS POSITION ON TERM LIMITS FOR CONDOMINIUM BOARD MEMBERS

BY: CHRISTOPHER J. SHIELDS, ESQ.

The Florida Division of Condominiums newly appointed Director announced in May that the Division will consider the Florida Legislature's July 1, 2018 amendment establishing term limits to be prospective only in application. (Note: This discussion applies only to condominiums and the new law that created an eight (8) year term limit for condominium board members. Neither the HOA statute nor the cooperative statute contains any term limits).

For those of you who remember, in 2017 the Florida Legislature originally attempted to impose term limits when it changed the law to forbid condominium board members from serving more than four (4) consecutive two (2) year terms unless approved by two-thirds of the entire voting interests. At that time, the Division took the position that the new law would apply prospectively only and not retroactively. Toward that end, any prior years of service on the Board would not be counted and the law then would only be construed as counting only those terms of service on the Board after July 1, 2017. As a practical matter, the 2017 law only applied to those who were serving four (4) consecutive two (2) year terms and it didn't affect or apply to those Board members who were serving consecutive one (1) year terms. Moreover, given the fact that the Division had already taken the position that prior years of service would not be counted, the 2017 law which attempted to impose term limits essentially did not apply to or prevent those who were serving on the Board from continually to run for and serve on the Board.

However, and not to be outdone, the Florida Legislature further amended F.S. 718.112(2)(d)2 to provide that "a board member may not serve more than eight (8) consecutive years unless approved by an affirmative vote of unit owners representing two-thirds (2/3rds) of all votes cast in the election or unless there are not enough eligible candidates to fill vacancies on the board at the time of the vacancy." That new law became effective on July 1, 2018.

Then to make matters worse, on September 14, 2018, the Division issued its Declaratory Statement in the matter of The Apollo Condominium Association, Inc. finding that the new term limit law applied in upcoming elections. In doing so, the Division reversed the position it took in 2017 and opined in The Apollo case that the new term limit law would be retroactively applied; meaning that any pre-2018 years of service on the board would be counted in determining the eight (8) year term limit. Of course, the Apollo Declaratory Statement ran contrary to the long established rule of Florida law of statutory construction that if a new law does not specifically state that the new law is intended to be retroactive, it is to be applied and construed as being prospective only.

Now, at long last, the Division has finally announced that it would not follow its own previously issued Declaratory Statement in The Apollo Condominium case. Finally, the Division's latest position is now entirely consistent with the opinion our firm has always espoused, i.e. that only terms beginning on or after July 1, 2018 should be counted toward the eight (8) year term limit in the statute. Please refer to our Fall 2018 Community Association Newsletter where we provided our analysis and issued our opinion on this matter. So, as we have consistently advised our clients for close to a year now, and which now the Division has finally agreed, time on the board before July 1, 2018 will not be counted and that only terms beginning on or after July 1, 2018 will be counted toward the eight (8) year term limit in the statute.

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SEX-BASED RULES VIOLATE THE FAIR HOUSING ACT AND LIKELY STATE LAW TOO

BY: CHRISTINA HARRIS SCHWINN, ESQ.

In the case of *Curto v. County Place Cd'm Ass'n., Inc.*, Case No. 18-1212 (3rd Cir. April 22, 2019), the court applied principles of law under the Federal Fair Housing Act and found that sex-based rules segregating men and women by assigning specified pool use times to be discriminatory and violative of the law.

A Review of the Facts

County Place is a 55 plus community located in Lakewood, New Jersey with a large Orthodox Jewish population. In 2016, the board of directors adopted sex-segregated rules regulating the swim times for men and women. Under the schedule, 31.75 hours were designated each week as "mens-swim" time (most weekdays after 4:00 p.m. and all week days after 6:45 p.m.). The rule designated 34.25 hours as "womens-swim" time and 25 hours plus all day Saturday as unrestricted swim time.

Not surprisingly, a Fair Housing complaint was filed. The association attempted to justify its sex-segregated swim time rules on religious grounds by arguing that the rule was necessary to avoid discriminating against Orthodox Jewish residents. The argument was unpersuasive.

The Fair Housing Act, 42 U.S.C. § 3604(b) makes it an unlawful housing practice to "discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities therewith, because of race, color, religion, sex, familial status or national origin." Further, under the regulations (citation omitted) "[l] limiting use privileges, services or facilities associated with a dwelling because of race, color, religion, sex, handicap, familial status or national origin of an owner, tenant, or a person associated with him or her" is prohibited under the Fair Housing Act.

The court found that the sex-segregated swim rules were based upon traditional stereotypes of women and men and based solely upon sex, not a religious accommodation. Further, the court rejected the Association's defense that the allotted swim times between them were roughly the same. This argument also failed because the association could not escape the fact that the criteria used to differentiate the swim times was based upon sex.

Associations are well advised to use caution when enacting rules that treat people differently. Competent counsel should be consulted before enacting rules that will treat people, including children, differently.

NEW DECISION: TORTS-TRAFFIC AND CAUSATION (SEMINOLE LAKES HOA V. ESNARD)

BY: AMY S. THIBAUT, ESQ.

Parking restrictions are a common source of frustration for homeowners associations, and our office routinely receives questions regarding whether our clients should enforce these restrictions. While each situation is distinct, it is important to analyze the association's risk of liability that it faces, either by failing to enforce such covenants or by amending the documents to repeal such restrictions.

Recently, Florida's Fourth District Court of Appeals issued an opinion in which it found that a homeowners association was not liable for injuries sustained after it intentionally opted to forgo enforcement of its parking restrictions. The court in *Seminole Lakes v. Esnard*, 263 So. 3d 56 (Fla. 4th DCA 2018) examined a case in which residents sued an association for injuries and property damages sustained in a car accident that took place within its community. Seminole Lakes' residents Mr. and Mrs. Esnard were stopped on a neighborhood street waiting for

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vehicles to pass. Although parking on the streets was restricted in the governing documents, the association permitted overnight parking on the street. As a result, the flow of traffic on the two-lane road was obstructed such that only one direction of vehicles could pass at a time, in violation of a municipal ordinance which prohibited street parking that interferes with the flow of traffic. The Esnards approached the obstructed road and stopped to wait for the opposing direction traffic to pass before they passed. While stopped, they were rear-ended by another driver. Their car was totaled and Mrs. Esnard sustained physical injuries as a result.

The Esnards sued the other driver and the association for negligence, and the jury found the association partially responsible for the Esnards' injuries and property damage. The association appealed and the Fourth District Court of Appeals reversed the jury decision, finding that the association was not the "proximate cause" of the Esnards' injuries.

In a negligence cause, the causation element is two-fold. An injured party must establish that the defendant's negligence was both the "actual" cause and the "proximate" cause of his or her injuries. "Actual" cause is established by a "but-for" test: Would the plaintiff's injuries have arisen but for the defendant's negligence? If the answer is no, the defendant's conduct is the "actual" cause of the plaintiff's injuries. "Proximate" cause is a test of foreseeability: Was it foreseeable that plaintiff's injuries would have occurred due to the defendant's negligence? If the answer is yes, then the defendant is deemed to have "proximately" caused plaintiff's injuries.

In *Seminole Lakes*, the appellate court held that the association's failure to enforce its parking covenants was the *actual* cause of Mrs. Esnard's injuries and the damages to the Esnards' vehicle, but declined to recognize the association's failure as the proximate cause of the accident, stating that its decision to permit on-street parking "merely furnished" the opportunity for the other driver's negligence. Specifically, the court states that the "parking situation was patently obvious to any and all drivers using the streets in Seminole Lakes," and therefore, the other driver had the primary responsibility to avoid the collision. The court elaborated that "Florida drivers frequently encounter slow or stopped traffic which in turn requires the approaching driver to maintain a safe distance" so it "sees no difference between this situation and a car being stopped behind a city bus waiting to pick up passengers."

Essentially, this case fell on the foreseeability element. While the court did find that the collision and subsequent injuries were the actual cause and would not have occurred "but for" the association's negligence, the court ultimately declined to hold the association liable because the other driver's negligence was not foreseeable in that set of facts. However, the court alludes that other wrecks caused by obstructed streets may be foreseeable. For example, the court distinguishes the Esnards' timely, prolonged stop from "sudden or evasive action" undertaken to avoid parked cars or obstructed flows of traffic, alluding that accidents as a result of the latter may be foreseeable.

There are several foreseeable situations in which injury may result due to road obstructions, which include car wrecks and other foreseeable matters. If obstructed roads also impair visibility, it is foreseeable that a driver may have less time to brake or avoid a child who has run into the road and injury may foreseeably result. Additionally, where roads are obstructed and prevent emergency vehicle passage, a resident or guest may suffer greater injury or death due to delayed emergency response.

Not only are these risks foreseeable to reasonable individuals, local governments also foresee and actively mitigate such risks via their land development regulations and traffic ordinances. It is important to remember that streets are carefully designed and engineered before they may be developed, and local governments will only approve new roads which are sufficient to safely carry the intended flow of traffic. Often, developers design very narrow roads in order to maximize the area which they may develop and from which they may profit. As a result, developers will impose community parking restrictions in the community's governing documents as assurance to the local government that such narrow roads will be safe because on-street parking will be prohibited. Additionally, many local governments prohibit on-street parking anywhere in their jurisdiction if it obstructs the flow of traffic in their parking and traffic ordinances.

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Although Seminole Lakes did not incur liability for its permission of road obstructions, the court found that the association's decision to permit on-street parking was the "actual cause" of the Esnards' damages. The real moral of this story is to think long and hard before you decide to relax parking enforcement or amend your documents to remove such restrictions. Before you eschew on-street parking prohibitions to quell resident outcry, evaluate the width of the paved road, road visibility, and other relevant factors which may present foreseeable risks to drivers, residents and community property. While they may be an annoyance to residents, parking restrictions are often in place for good reason – to protect the residents' health, safety and welfare – and associations have the moral and financial obligation to prevent foreseeable risks that may arise where such restrictions are in place.

WHAT'S THE "LITTORAL ZONE" AND WHY DOES IT MATTER?

BY: ALEXANDER J. MENENDEZ, ESQ.

Have you ever wondered why the area around the waterline of your lake looks a bit messy and unkempt? You may know that there is a lake maintenance easement around your lake that your association uses to reach the lake so it can be maintained, but did you wonder why maintenance didn't include controlling those weeds at water's edge and the shallow areas of the lake? That area is the "littoral zone" and it is probably required to be there. Littoral zones are those shallow-water areas of a lake that stretch from the lake's high water mark down as far as sunlight can reach to the bottom. Those areas support aquatic plants that do some very important work, even if they aren't very pretty. The "littoral zone," is part of a "safety bench," an essential part of your community's surface water management system that collects and removes sediments and nutrients from the water that makes its way into your lake.

For many years, environmental resource permits have required developments to construct and maintain a gentle grassy slope above and below the waterline of lakes. When constructed and maintained correctly, the lake maintenance easement together with the littoral zone provide a semi-flat vegetated area that slows down the water draining from the community into lakes. They are essential parts of your community's surface water management system and they help protect your lake from yard trash, nutrients and sediments that could otherwise foul the water and cause trouble for you.

The gentle slope and the vegetation (both the grass in the lake maintenance easement and the littoral plants) surrounding the lakes slows the flow of stormwater into the lakes (preventing erosion) and helps to remove sediments and nutrients that are picked up by rainwater falling on roofs, roads, sidewalks, parking areas, and yards. By slowing down the surface water, the lake maintenance area and the littoral zone vegetation catch particulates and excess nutrients, like phosphorus and nitrogen, that otherwise cause trouble in your lakes. The vegetation within these areas trap and then use these nutrients, thereby protecting the lake from excessive nutrients. Keeping nutrients out of water bodies and having plants that use the nutrients in shallow areas of the lake helps protect water quality. Excessive nutrients in water can lead to infestations of invasive plants and even cause the growth of blue-green algae, the pea soup we heard so much about in the news. Accordingly, the lake maintenance easement should be maintained and great care must be taken not to disturb or damage the aquatic plants in the littoral zone either by mowing or herbicides.

When the littoral zone is improperly managed or encroached upon, your community is at risk of violating its environmental resource permit and compromising the health of its lakes. Ultimately, failing to keep these areas healthy and active can result in significant expenses including, attorney and engineering fees, to address compliance requirements with the County and the Water Management District. There can also be fines and extensive costs to restore the aquatic plants in the littoral zones. No less troublesome is the risk of noxious algae blooms that can affect your quality of life and the value of your property.

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For these reasons, we encourage clients to contact our office to discuss the terms and requirements of their environmental resource permits and to seek assistance with any issues involving the lake maintenance and littoral zones around their lakes.

NOTICES OF COMMENCEMENT FOR CONSTRUCTION PROJECTS – THE DOS AND DON'TS

BY: CHRISTOPHER L. POPE, ESQ.

DO RECORD AND POST A CERTIFIED COPY OF A NOTICE OF COMMENCEMENT ON THE JOB SITE – Prior to the construction of any improvement of real property where the contract exceeds $2,500.00, the owner is required by law to record a Notice of Commencement (NOC) in the county's public records and then post a certified copy thereof (or a notarized statement that the NOC has been filed for recording along with a copy thereof) on the job site. The NOC informs the subcontractors and suppliers where to send their Notices to Owner/Notices to Contractor to notify the owner, contractor, surety, and lender of the services or materials being furnished to the job. Failure to properly record the NOC in the county's public records and post a certified copy of the recorded NOC could also contribute to the Association having to pay twice for the same work or materials. It is critical that the owner designate a person in the NOC to receive all notices on behalf of the owner who is fully aware of the significance of the Notice to Owner/Notice to Contractor and who blesses any payments to the contractor. If a CAM is the person receiving the Notices to Owner, either because he or she has been designated in the NOC or because the CAM's office is the Association's mailing address, the Board should frequently inquire whether any notices have been served and, at the very least, prior to authorizing any payment to a contractor. The owner may designate an additional person to receive notices, and we recommend designating the Association's attorney.

DON'T LET YOUR CONTRACTOR PREPARE THE NOTICE OF COMMENCMENT – Contractors are notorious for incorrectly preparing NOCs because the NOC must be recorded in the county's public records before the building department will perform inspections and so the contractor can control where the suppliers and subcontractors send notices. However, the preparation of the NOC is solely the owner's legal responsibility (in this case the Association's) and the information is often given under penalty of perjury.

The Association should be designated as the owner in the NOC for most construction projects. The Association is generally the fee simple owner for common area improvements in homeowners' associations. However, with condominiums, although the unit owners own an undivided share of the common elements, the Association is designated the owner for improvements to common elements by statute (Section 713.01(23), Fla. Stat.). If the Association is not designated as the owner, it may not receive critical notices from suppliers and subcontractors. For example, we are aware of situations where the contractor designated himself as the owner or the person to receive notices in lieu of the owner. We are also aware of situations where the contractor filed an NOC for every building in a multi-building condominium and designated a different unit owner in each building as the owner.

The legal description in the NOC should be limited to the parcels where the improvements will be made. Oftentimes a contractor will simply insert the address of the Association in the NOC, potentially subjecting all of the common area of the Association to a lien in the event of a construction dispute. For example, the NOC for an improvement to just the guard house should be specific to that parcel and not include other parcels, such as the clubhouse and golf course parcels. Or, when a multi-condominium association contracts for an improvement to a particular condominium, the NOC should only designate the particular condominium where the improvements are being made.

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The expiration date of the NOC should be slightly longer than the estimated length of construction. The default expiration date is 1 year from the date the NOC was first recorded in the county's public records. Any payment made after the NOC expires is an improper payment and could result in the Association paying twice. Alternatively, even though an NOC is not considered a cloud on title, an open NOC will affect the insurability of title, which can be problematic for condominium owners selling or refinancing their units. This is because a construction lien recorded in the county's public records at any time during the construction project will relate back to the date the NOC was recorded in the county's public records and will take priority over any mortgages recorded in the county's public records after the NOC.

DO RECORD THE PAYMENT BOND WITH THE NOC – A payment bond is a great way to protect the improved property from liens from subcontractors and suppliers. If a payment bond has been procured for the project, it should be recorded in the county's public records along with the NOC. This will keep liens from attaching to the Association's common area property or the units. Failure to record the payment bond with the NOC in the county's public records will require the Association to record a Notice of Bond in the county's public records in response to each claim of lien to remove the lien from the property.

"NOT IN MY BACKYARD!" WHAT COMMUNITY ASSOCIATIONS CAN DO ABOUT AIRBNB SHORT-TERM RENTALS

BY: MATTHEW P. GORDON, ESQ.

Home-sharing practices and short-term rentals have increased exponentially in recent years due to the rise in popularity of websites such as Airbnb.com, Vrbo.com, and HomeAway.com. These online marketplaces provide an alternative to hotel accommodations by connecting property owners who want to rent their homes or even individual rooms within their homes, with people looking for lodging. Many owners view these online marketplaces as a convenient opportunity to earn additional income by renting out their homes, often only for a few nights at a time.

However, most communities do not find short-term rentals desirable because they can lower property values, overburden common facilities, negatively impact community safety and security, and create administrative burdens and problems with rule enforcement. In response to the significant concerns the growth of Airbnb and similar online marketplaces have created, community associations can take the following various measures to protect themselves:

- **Address the issue of short-term rentals in your governing documents**. An association's right to legally restrict or prohibit Airbnb-type rental services depends upon the express restrictions contained in the association's recorded condominium declaration or declaration of covenants. In fact, it is possible that your association's governing documents already contain restrictions which sufficiently prohibit online rental marketplace services. However, since these online marketplaces are a relatively recent addition to the vacation rentals market, many communities will find that their governing documents lack the necessary provisions to protect them. For example, in the case of *Santa Monica Beach P.O.A. v. Acord*, 219 So.3d 111 (Fla. 1st DCA 2017), the First District Court of Appeal held that owners' use of their properties for short-term rentals was not prohibited by the community's restrictive covenants, which limited the use of properties to residential purposes, because the properties were not being used by renters for any business or nonresidential purpose. If your community's governing documents do not contain adequate language to prevent this kind of short-term leasing, then your association will need to amend its governing documents. However, keep in mind that, since this type of amendment requires prior membership approval, your association will need to garner the support of the owners in your community.

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- **Adopt Board-made rules and regulations.** If your association does not have any restrictions in its governing documents limiting or prohibiting rentals and is unable to obtain membership approval to amend its governing documents, then your Board of Directors may have the authority to adopt certain reasonable rules and regulations on this topic. For example, rules may require that owners 1) notify and register the names and vehicle information of their short-term guests with the association, and 2) that identification be provided upon entering the community.

- **Gather information at time of home purchase**. Owners who utilize short-term rentals often own and rent more than one property. One method for associations to consider in managing this trend in their community is to revise their purchase application forms to ask whether potential purchasers have currently or previously listed properties on an Airbnb-type site within the last two years. Associations may also wish to prohibit multiple ownership of properties in their community by amending their governing documents because, once an owner successfully rents out one property, that owner is more likely to acquire and rent out additional properties inside the same community.

- **Use a short-term rental website monitoring service.** With the rise of rental websites has also come the availability of service providers which can monitor and detect any listings in your community on home-sharing websites. Many of these service providers can use artificial intelligence and image recognition to search, detect, and notify your association of any listings in your community which they discover. Although this option does not prevent the listings, it does help your community stay informed of those properties within your community which are being listed.

- **Contact the web-based companies directly**. According to Airbnb's terms of service, to which all marketplace members agree, listings may not breach any agreements with third parties, including homeowners' associations or condominiums (i.e., the association's governing documents). As such, if your association does have restrictions against these types of short-term rentals, contacting Airbnb to notify them that your community does not allow these types of short-term rental transactions may be enough to remove the listings.

- **Educate your membership**. Although owners are charged with knowledge of their governing documents, the truth is that, all-too often, owners either have not read their governing documents or do not fully understand them. Clearly communicating to your members what the restrictions are and the consequences of not following them may help to curb this activity.

- **Take consistent enforcement action**. Even if your association's governing documents prohibit short-term rentals, there still may be owners willing to violate the rules because the financial benefit to them outweighs the risks. If your association finds itself in this situation, it's essential for the Board to implement a clear enforcement policy and take consistent enforcement action. Once the consequences have been outlined, the association can proceed with imposing fines, suspending use rights to common facilities, and pursuing arbitration or injunctive relief to prevent the violations.

Given the increase in popularity of Airbnb and similar online marketplaces, it's clear that these web-based rental services—along with the problems they create for community associations—are here to stay. If your association is facing difficulty with combating the type of short-term rentals offered by these marketplaces, we recommend taking a proactive approach. Our office can provide your community with guidance on how to prohibit or restrict short-term rentals, as well as how to take appropriate enforcement action against violators.

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This newsletter is provided as a courtesy and is intended for the general information of the matters discussed herein above and should not be relied upon as legal advice. Christopher J. Shields (christophershields@paveselaw.com) is Florida Bar Certified in Real Estate Law as well as Condominium and Planned Development Law, a Partner in the Pavese Law Firm and heads the Community Law Section for the Firm. Christina Harris Schwinn (christinaschwinn@paveselaw.com) is a Partner in the Pavese Law Firm and also practices in the field of Labor/Employment Law. Keith Hagman (keithhagman@paveselaw.com) is a Partner in the Pavese Law Firm. Charles B. Capps (charlescapps@paveselaw.com) is Florida Bar Certified in Real Estate Law as well as Condominium and Planned Development Law and a Partner in the Pavese Law Firm. Chené Thompson (chenethompson@paveselaw.com) is a Partner in the Pavese Law Firm. Christopher Pope (christopherpope@paveselaw.com) is a Florida Bar Certified Lawyer in Condominium and Planned Development Law and a Partner in the Pavese Law Firm. Matthew P. Gordon (matthewgordon@paveselaw.com) is a Florida Bar Certified Lawyer in Condominium and Planned Development Law and an Associate in the Pavese Law Firm. Alexander J. Menendez (ajm@paveselaw.com) is an Associate in the Pavese Law Firm. Amy S. Thibaut (amythibaut@paveselaw.com) is an Associate in the Pavese Law Firm. Maritrini Soto Garcia (maritrinisotogarcia@paveselaw.com) is an Associate in the Pavese Law Firm. Susan M. McLaughlin (susanmclaughlin@paveselaw.com) is Of Counsel in the Pavese Law Firm.

Pavese Law Firm provides a wide array of legal services and is particularly experienced and capable in all aspects of Community Association Law. These matters include the following topics:

- Planning, Drafting, and Creating the Community Projects
- Developer Representation and Regulatory Approvals, Vendor Contract Review and Preparation
- Transition on the Board and matters pertaining to Turnover from the Developer
- Construction Defect Litigation
- Covenant Interpretation and Enforcement
- Amendments of Governing Documents
- Collection of Assessments, Liens, Foreclosures, and Defense of Mortgage Foreclosures
- Insurance and Maintenance/Repairs/Replacement and Reconstruction Issues
- HOA Pre-Suit Mediation, Arbitration, and Litigation

In addition, Pavese Law Firm is a full service law firm consisting of over twenty-two (22) lawyers.

We are a full service law firm and capable of handling all of your legal needs

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Visit us on the web at www.PaveseLaw.com.

Fort Myers
1833 Hendry Street
Fort Myers, FL 33901
Phone: (239) 334-2195

Cape Coral
4632 Vincennes Blvd.
Suite 101
Cape Coral, FL 33904
Phone: (239) 542-3148

West Palm Beach
4524 Gun Club Rd.
Suite 203
West Palm Beach, FL 33415
Phone: (561) 471-1366

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