Grovehurst Homeowners Ass'n, Inc. v. Stone Crest Master Ass'n, Inc., 365 So.3d 1282 (Fla. 6th DCA 2023).

Florida Sixth DCA Held Declaration Allowed Association to Assess For Maintenance on Property it did not Own and Association Acted Within its Powers to Protect Value and Desirability of Entire Property

This suit arose between a master Homeowners Association (Stone Crest) in Winter Garden and one of its five sub-associations (Grovehurst). Stone Crest, pursuant to its master declaration of covenants, conditions, and restrictions (Master Declaration), contracted with four other sub-associations to provide landscaping on sub-association common areas which Stone Crest did not own. Although Grovehurst performed its own landscaping maintenance, Stone Crest assessed it a pro-rata charge for the costs. The trial court found that this was a valid exercise of Stone Crest's authority and the appellate court affirmed.

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Stone Crest is a planned unit development residential community which is divided into five neighborhood communities. Residents are able to access paths that travel between the five communities. In 2011, Stone Crest entered into maintenance agreements with each of the sub-communities in the development except Grovehurst, which opted to manage its own common area landscaping. Still, Stone Crest charged Grovehurst a pro-rata share of the costs for its maintenance of the common areas in the other four communities.

Grovehurst argued that Stone Crest had no power to assess charges for maintenance of common areas that it did not own. Because the language of the Master Declaration was clear and unambiguous, the court relied on a plain reading of its text to derive the intent behind the document.

The text of the Master Declaration defined "Assessment" to include "all other general activities and expenses of [Stone Crest]," with the only limiting factor being that charges must be "used exclusively to promote the recreation, health, safety and welfare of the [property] Owners." The Master Declaration also provided that Stone Crest "has the sole responsibility to collect Assessments from its members, and that it may 'make and collect charges for maintenance services' from any Owner or sub-association." The declaration further provided that while sub-associations can levy additional maintenance costs on their members, those charges are subordinate to the ones assessed by Stone Crest. The court determined that Stone Crest had the authority to charge Grovehurst a pro-rata share of its maintenance costs based on the Master Declaration's express purposes and instructions on how to interpret it. Its purpose is "protecting the value and desirability of" the entire property and, to that end, the document instructs interpreters to "construe its provisions 'in favor of the party seeking to enforce [them] to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the [entire property] as a residential community by providing a common plan for their development and enjoyment.'"

The court held that, taking the plain meaning of the Master Declaration's unambiguous language into account, in the context of its purpose, resulted in a finding that Stone Crest was authorized to charge Grovehurst a pro-rata share of its general common area landscape maintenance costs.

Judge Smith dissented, stating that “the property which the Master Association is attempting to maintain is property that it does not own, and therefore, is not ‘Common Area’ as defined by the Master Declaration.” Additionally, Judge Smith held that “there is nothing to suggest the Master Association has the power to simply do things for the general good of the people or property.”