

Third District Court of Appeal

State of Florida

Opinion filed September 24, 2026.
Not final until disposition of timely filed motion for rehearing.

No. 3D25-0062
Lower Tribunal No. 22-636-CA-01

400 Sunny Isles Marina Condominium Association, Inc.,
Appellant,

vs.

400 Sunny Isles Master Condominium Association, Inc.,
Appellee.

An Appeal from the Circuit Court for Miami-Dade County, Daryl E. Trawick, Judge.

Smith Hawks, and Barton W. Smith; Podhurst Orseck, P.A., and Christina H. Martinez, for appellant.

Haber Law, LLP, and Darrin B. Gursky and Marisol Boderio, for appellee.

Before LOGUE, LINDSEY and GORDO, JJ.

PER CURIAM.

Affirmed. See First Equitable Realty III, Ltd. v. Grandview Palace Condo. Ass'n, Inc., 329 So. 3d 167, 170 (Fla. 3d DCA 2021) (“The declaration, which some courts have referred to as the condominium’s ‘constitution,’ strictly governs the relationships among the condominium unit owners and the condominium association.” (quoting Woodside Vill. Condo. Ass'n, Inc. v. Jahren, 806 So. 2d 452, 456 (Fla. 2002))); Angora Enters., Inc. v. Cole, 439 So. 2d 832, 834 (Fla. 1983) (“[I]n the declaration we find specific references to the attached long term-lease which is ‘attached to this Declaration and made a part thereof.’ . . . The lessor argues that these are separate documents, each standing alone, but to adopt that rationale is to ignore the realities of the situation. And to say that the lessor who in his corporate capacity was both the developer and the management firm, did not agree to the terms of declaration is to refuse to see what is plainly written in black and white.”); Sans Souci v. Div. of Fla. Land Sales, 421 So. 2d 623, 629 (Fla. 1st DCA 1982) (“[I]t is the language in the superior declaration of condominium that controls over the subordinate master sublease language.”); Ass’n of Golden Glades, Condo. Club, Inc. v. Golden Glades Club Recreation Corp., 441 So. 2d 154, 155 n.3 (Fla. 3d DCA 1983); Woodside Vill. Condo. Ass’n, Inc. v. Jahren, 806 So. 2d 452, 456 (Fla. 2002) (“A declaration of a condominium is more than a mere contract spelling out

mutual rights and obligations of the parties thereto—it assumes some of the attributes of a covenant running with the land, circumscribing the extent and limits of the enjoyment and use of real property. Stated otherwise, it spells out the true extent of the purchased, and thus granted, use interest therein. Absent consent, or an amendment of the declaration of condominium as may be provided for in such declaration, or as may be provided by statute in the absence of such a provision, this enjoyment and use cannot be impaired or diminished.” (quoting Pepe v. Whispering Sands Condo. Ass'n, Inc., 351 So. 2d 755, 757-58 (Fla. 2d DCA 1977))).