

Najmy Thompson

ATTORNEYS AT LAW

November 3, 2025

VIA REGULAR US MAIL
AND EMAIL TO: directors@gulpharbormarina.com

Nancy Adams, President
Gulf Harbor Marina Condominium Association, Inc.
100 Circuit Road
Nokomis, FL 34275

Re: Gulf Harbor Marina Condominium Association, Inc.; Rental of Paved Parking

Dear Ms. Adams,

The Gulf Harbor Marina Condominium Association, Inc. ("Association") has been approached by its neighbors and is requesting that the Association rent certain paved parking spots to the neighbors to the south for use by their customers at Pops Restaurant. The Board of Directors ("Board") has requested an opinion from this office in regard to the legal authority for the Association to rent these spaces. In this regard, I have reviewed the Association's documents and determined that these parking spaces are common elements of the Association. In this regard, a common element is property that is owned by all of the unit owners that make up the Gulf Harbor Marina Condominium.

It is my legal opinion that the Association could not lease these common element parking spaces to the owner of the restaurant or any other individual. The common elements are properties that are owned by all of the members of the Association and are to be used by the members of the Association for the purpose that is indicated on the Plat and the Association documents. In reviewing the Association documents, the purpose of these parking spaces is to allow for parking for the owners and their guests while using the dock facilities. Article XI, Use Restrictions, Section 11.29 Parking states:

Except as otherwise provided in Section 2.8, all parking shall be available for common use of the Unit Owners and their guests and invitees. The Association may in the future enact additional rules and regulations restricting parking to parking pass holders to avoid use of parking by any party other than a Unit Owner and their guests and invitees.

Because these parking spaces are common elements of the Association, this would prevent the Board from leasing these spaces to anyone including the owner of this restaurant. This situation is different than the parking that is on the other side of Circuit Road where we do have a lease. This parking is different because the paved parking is part of the condo and defined as a common

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element of the condo. The other parking is property that is not part of the condo but is property owned by the Association. Because it is not a common element, but is property owned by the Association, the Association has greater flexibility in regard to the use of that parking lot. The leasing of that property to the restaurant is permissible and is a business judgement by Board. However, the paved parking lot on the other side, immediately adjacent to the marina facility, is a common element of the Association and Florida law would not allow the Association to lease this property to a third party.

Please review this opinion and if you have any questions, please do not hesitate to give me a call.

Sincerely,



Stephen W. Thompson, Firm Principal
Email: sthompson@najmythompson.com
SWT/cb