

DISTRICT COURT OF APPEAL OF FLORIDA, SECOND DISTRICT

Inna Johnson v. Carroll Oaks Homeowners Association, Inc., and
Split Second Towing & Transport, Inc.

No. 2D2024-0631 (Fla. 2d DCA Apr. 23, 2025) · No. 2D2024-0631 · Decided April 23, 2025

SUMMARY

The Florida Second District Court of Appeal reversed an attorneys' fee award to Carroll Oaks Homeowners Association in litigation arising from the towing of Inna Johnson's vehicle. The court held that the fee provision in the association's recorded declaration did not authorize fees because Johnson's action concerned statutory notice requirements for towing rather than enforcement of the declaration or its restrictions. A specially concurring judge agreed, emphasizing strict construction of the fee provision and the separate parking agreement's lack of an attorneys' fee clause.

CASE DETAILS

COURT	District Court of Appeal of Florida, Second District
WRITING FOR THE COURT	NORTHCUTT, Judge; Northcutt, J.; Kelly, J.; Silberman, J.
JURISDICTION	Florida District Court of Appeal, Second District
DECIDED	April 23, 2025
DOCKET	2D2024-0631
DISPOSITION	reversed
PROCEDURAL POSTURE	Johnson appealed the county court's post-summary-judgment award of attorneys' fees to Carroll Oaks in litigation concerning the towing of Johnson's vehicle.
STANDARD OF REVIEW	The appellate court reviewed the legal basis for the attorneys' fee award and the interpretation and application of the contractual fee provision de novo.
PRECEDENTIAL VALUE	Published opinion
PARTIES	Inna Johnson v. Carroll Oaks Homeowners Association, Inc., Split Second Towing & Transport, Inc.

TOPICS

- real estate
- contracts
- remedies
- statutory interpretation
- appellate procedure

PRACTICE AREAS

real estate

contracts

remedies

statutory interpretation

appellate procedure

QUESTIONS PRESENTED

1. Whether Carroll Oaks was entitled to recover attorneys' fees under the recorded declaration's provision authorizing fees for proceedings enforcing restrictions imposed by or pursuant to the declaration.
2. Whether the underlying statutory towing-notice litigation constituted enforcement of the declaration or its restrictions for purposes of the contractual attorneys' fee provision.

HOLDINGS

1. Carroll Oaks was not entitled to attorneys' fees because Johnson's action concerned compliance with a statutory towing-notice obligation, not enforcement of restrictions imposed by or pursuant to the declaration.

KEY QUOTATIONS

"We reverse because there was no legal basis for the fee award." (p. 2)

"We caution that because the variation in the wording of attorney's fees provisions is virtually limitless, our decision today does not eliminate the responsibility of courts to scrutinize the language of a particular attorney's fees clause to determine whether fees are appropriate." (705 So. 2d at 1364)

"Rather, it involved the statutory obligation of any property owner to notify any vehicle owner that the latter's vehicle is parked in a location that subjects it to being towed." (p. 3)

FACTUAL BACKGROUND

Johnson purchased a unit in the Carroll Oaks residential community with an assigned parking space. Shortly after moving in, she parked in her assigned space while displaying a guest parking hang tag because she had not yet received a resident parking sticker, and Carroll Oaks had her vehicle towed. Johnson sued under Florida's towing-notice statute, while Carroll Oaks defended by asserting that Johnson had received personal notice of the parking restrictions through documents supplied before closing. After prevailing on summary judgment, Carroll Oaks obtained an attorneys' fee award based on a recorded declaration provision authorizing fees for enforcement of restrictions.

PROCEDURAL HISTORY

Johnson sued Carroll Oaks under section 715.07(2)(a)(5), Florida Statutes (2020), alleging that the association failed to post the required towing notice. The county court granted Carroll Oaks summary judgment after finding that Johnson had received personal notice of the parking restrictions through documents provided before closing. The county court then awarded Carroll Oaks attorneys' fees under a recorded declaration provision concerning enforcement of community restrictions. Johnson appealed the fee award; she did not appeal the underlying adverse judgment.

DISPOSITION

reversed

REMAND INSTRUCTIONS

The attorneys' fee award to Carroll Oaks is reversed. No further remand instruction is expressly stated.

CASES CITED

- Careers USA, Inc. v. Sanctuary of Boca, Inc., 705 So. 2d 1362 (Fla. 1998)
- Sanctuary of Boca, Inc. v. Careers USA, Inc., 691 So. 2d 596, 598 (Fla. 4th DCA 1997)
- Caufield v. Cantele, 837 So. 2d 371 (Fla. 2002)
- Dolphin LLC v. WCI Communities, Inc., 715 F.3d 1243, 1250 (11th Cir. 2013)
- Bushnell v. Portfolio Recovery Associates, 255 So. 3d 473, 477 (Fla. 2d DCA 2018)
- Pici v. First Union National Bank of Florida, 705 So. 2d 50, 51 (Fla. 2d DCA 1997)

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