

DISTRICT COURT OF APPEAL OF FLORIDA, FOURTH DISTRICT

Schneberger v. Schneberger

979 So. 2d 981 (Fla. 4th DCA 2008) · No. No. 4D07-1697 · Decided February 13, 2008

SUMMARY

The Florida Fourth District Court of Appeal affirmed a declaratory judgment concerning a widow's life estate in her deceased husband's residence under a prenuptial agreement. The court held that she was responsible for ordinary and necessary homeowner expenses, including taxes, insurance, homeowner association fees, and general maintenance, while the remainderman was responsible for extraordinary hurricane-related repairs and assessment costs. The court reviewed the contract and trust interpretation issues de novo.

CASE DETAILS

COURT	District Court of Appeal of Florida, Fourth District
WRITING FOR THE COURT	Warner, J.; Farmer, J.; Klein, J.
JURISDICTION	Florida
DECIDED	February 13, 2008
DOCKET	No. 4D07-1697
DISPOSITION	affirmed
PROCEDURAL POSTURE	The wife appealed a final declaratory judgment construing a prenuptial agreement, trust agreement, and will and allocating responsibility for expenses associated with the husband's residence.
STANDARD OF REVIEW	De novo review applies to a declaratory judgment involving interpretation of contracts because contract interpretation is an issue of law.
PRECEDENTIAL VALUE	Published Florida Fourth District Court of Appeal decision; precedential within the court's jurisdiction.
PARTIES	Eve Huson Schneberger v. Christopher Schneberger, Robert Schneberger, Scott Schneberger, Jennifer Martin, Christoper Schneberger, as Trustee of the Robert M. Schneberger Trust

TOPICS

- prenuptial agreements
- contract interpretation
- contracts
- family law procedure
- trusts

PRACTICE AREAS

family law

real estate

contracts

trusts

QUESTIONS PRESENTED

1. Whether the prenuptial agreement granted the wife a life estate in the residence despite restrictions on renting or disposing of the property.
2. Whether the prenuptial agreement or trust agreement controlled the wife's interest in the residence.
3. Whether the wife, as life tenant, was responsible for ordinary and necessary expenses including taxes, insurance, homeowner's association fees, and general repairs.
4. Whether the remainderman was responsible for extraordinary hurricane repair costs and a special hurricane assessment.

HOLDINGS

1. The prenuptial agreement granted the wife a life estate in the residence lasting until her death or remarriage, notwithstanding the restriction against renting the property or disposing of its contents.
2. The prenuptial agreement controlled the wife's interest in the residence; the prenuptial agreement, trust, and will were not in conflict.
3. The wife, as life tenant, was responsible for ordinary and necessary expenses benefiting the property, including property taxes, insurance, homeowner's association fees, and general repairs for upkeep and maintenance, and she was required not to commit waste.
4. The remainderman was responsible for hurricane repair costs payable from insurance proceeds and for the special hurricane assessment imposed by the homeowner's association.

KEY QUOTATIONS

“Therefore, it follows that the wife would have the responsibility to pay all ordinary and necessary expenses that inure to a homeowner, including taxes, insurance, homeowner's association fees, and general repairs for the upkeep and maintenance of the property, and not to dissipate or cause waste to the property.” (983)

“The duty owed by life tenants to remaindermen is comparable to that of a trustee or quasi-trustee, because the life tenant cannot injure the property to the detriment of the rights of the remaindermen.” (983)

FACTUAL BACKGROUND

Before their marriage, the husband and appellant entered into a prenuptial agreement granting the wife a life estate in the husband's home if he predeceased her, lasting until her death or remarriage. The agreement restricted her from renting the home or disposing of its contents, and she waived homestead rights. The husband later amended his trust to require the trustee to honor the prenuptial agreement. After the husband died, disputes arose concerning hurricane damage, insurance, taxes, homeowner's association fees, and ordinary maintenance expenses.

PROCEDURAL HISTORY

The wife filed a complaint against the trustee and remainderman seeking a determination of responsibility for hurricane repairs and continuing insurance costs. The remainderman filed a counterclaim for declaratory judgment. After a trial, the trial court declared that the agreements were not in conflict, that the wife held a life estate, and that she was responsible for ordinary and necessary property expenses, while the remainderman was responsible for extraordinary hurricane-related expenses. The wife appealed, and the Fourth District affirmed.

DISPOSITION

affirmed

CASES CITED

- Royal Oak Landing Homeowner's Ass'n v. Pelletier, 620 So. 2d 786, 788 (Fla. 4th DCA 1993)
- Sauls v. Crosby, 258 So. 2d 326, 327 (Fla. 1st DCA 1972)
- Chapman v. Chapman, 526 So. 2d 131, 135 (Fla. 3d DCA 1988)
- Keesecker v. Bird, 200 W. Va. 667, 490 S.E.2d 754, 767 n. 14 (1997)
- In re John's Will, 75 N.Y.S.2d 693, 696 (N.Y. Sur. 1947)