Restrictions Against the Use of Hurricane Shutters: Are They Enforceable After Hurricane Andrew?

Matthew J. Jowanna*
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Abstract

In the wake of Hurricane Andrew, many homeowners have discovered that there is more to a deed than merely a conveyance of title to realty.

KEYWORDS: shutters, hurricane, restrictions
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1. Called "PUD" for short and defined as "a device which has as its goal a self-contained mini-community, built within a zoning district, under density and use rules controlling the relation of private dwellings to open space, of homes to commercial establishments, and of high income dwellings to low and moderate income housing." BLACK'S LAW DICTIONARY 1233 (6th ed. 1990).

2. For the purpose of this article, the term "deed restriction" means that there is a land use restriction expressed in a deed to property or a separate document, other than a deed, usually called a declaration of covenants and restrictions. Telephone Interview with Ellen Hirsch, Attorney at Law, Becker & Poliakoff, P.A., Fort Lauderdale, Fla. (Dec. 29, 1992).

3. Id.

4. Some of the most common land use restrictions are ones that give homeowners' associations basic architectural control over community developments and each individual lot therein, or require that no material alterations or additions be made to homes without prior approval. Id. Because the installation of hurricane shutters can change the architectural...

Restrictions on the use of property are enforceable only if shown to be reasonable. This article explains why restrictions prohibiting the use of hurricane shutters are unreasonable. Part II of this article examines the law of restrictive covenants. Part III explains the dynamics by which hurricane forces damage homes and how hurricane shutters can prevent that type of damage. Finally, parts IV and V of this article propose that, in light of Hurricane Andrew, restrictions which prohibit the use of hurricane shutters are unreasonable and, therefore, unenforceable.

II. RESTRICTIVE COVENANTS

Restrictions against the free use and enjoyment of realty are not favored, but will nevertheless be enforced in order to support the fullest liberty of contract and the widest latitude possible in the disposition of land if the restrictions are reasonable. Because most purchasers of realty are

appearance of a home and can also be considered a material alteration or addition, these types of restrictions effectively prohibit the use of hurricane shutters. See Sterling Village Condominium Inc. v. Breitenbach, 251 So. 2d 685, 687 (Fla. 4th Dist. Ct. App. 1971); Gay A. Poliskoff, The Florida Condominium Act, 16 NOVA L. REV. 471, 484 (1991). But some developments have been much more direct and specific in the drafting of their restrictive covenants by expressly stating that no awnings or shutters may be installed on any development home without the prior approval of the governing homeowners' association.

To support this contention, the author referred to the Declaration of Covenants and Restrictions for Bermuda Springs at 35 (on file with the author). Bermuda Springs is part of the Weston planned unit development developed by Arvida/JMB Partners located in Broward County, Florida.

5. See Sinclair Refining Co. v. Watson, 65 So. 2d 732, 733 (Fla. 1953); Moore v. Stevens, 106 So. 901, 903 (Fla. 1925); Cottrell v. Miskov, 605 So. 2d 572, 573 (Fla. 2d Dist. Ct. App. 1992); 7 GEORGE W. THOMPSON, THOMPSON ON REAL PROPERTY § 3161 (1962).

6. Concerning real property, a "covenant" is defined as "an agreement by deed to do or not to do some particular act." A covenant is a negative or restrictive covenant if it restrains or prohibits an act concerning the land. 7 THOMPSON, supra note 5, § 3150.

7. Sinclair Refining Co., 65 So. 2d at 735; Moore, 106 So. at 903. If a developer imposes restrictions on his or her real estate, then these restrictions may constitute a continuously running burden and benefit to all of the individual lots in the development. This is because when land is developed under a general scheme, reasonable restrictive covenants expressed for all lots sold "are enforceable alike by the vendor [seller] and the vendee [buyer] and by their successors in title." 7 THOMPSON, supra note 5, § 3163. A "general building scheme" is defined as "one under which a tract of land is divided into building lots, to be sold to purchasers by deeds containing uniform restrictions." Hagan v. Sabal Palms, Inc., 186 So. 2d 302, 307 (Fla. 2d Dist. Ct. App. 1966).

aware of and accept the restrictive covenants that come with acquired land, there is a very strong presumption of validity for such restrictions. However, by showing that the restrictions are unreasonable in application, this presumption can be broken, thus rendering the covenants unenforceable.

8. The primary purpose for almost all land use restrictions in community housing is to uphold the aesthetic and, therefore, monetary value of the community, while personal safety and property protection values are rarely considered. Ironically, when comparing a home equipped with hurricane shutters that survived Hurricane Andrew with minimal damage to a home without hurricane shutters that suffered serious damage, the former would certainly be more aesthetically pleasing than the latter, even though "aesthetics, harmony and balance . . . are very personal, and vague concepts." 11

Use restrictions pursuant to a general scheme of development for a tract of land that is subdivided and sold in distinct parcels may be enforced by any purchaser against any other purchaser "either on the theory that there is a mutuality of covenant and consideration, or on the ground that mutual negative equitable easements are created; and this doctrine is not dependent on whether the covenant is to be construed as running with the land." Id. "Ordinarily[,] the right to enforce restrictions imposed pursuant to a general scheme must be universal or reciprocal, that is, the same restrictions must apply substantially to all lots of like character . . . ." Id.

"The general theory behind the right to enforce restrictive covenants is that the covenants must have been made with or for the benefit of the one seeking to enforce them." Id. at 308. If authorized by the deed or declaration of covenants and restrictions, restrictive covenants may also be enforced by private property owners' associations, commonly known as homeowners' associations. 7 THOMPSON, supra note 5, § 3163. A "homeowners' association" is defined as "an association in which membership, either by the parcel owner or by an association in which parcel owners are members, is a condition of ownership of a parcel and which is authorized to impose a charge or assessment that, if unpaid, may become a lien on the parcel." FLA. STAT. § 617.301(2) (Supp. 1992).


10. Hirsch, supra note 2; see, e.g., Holiday Pines Property Owners Ass'n v. Wether-ington, 596 So. 2d 84, 85 (Fla. 4th Dist. Ct. App. 1992) (subdivision had restrictive covenants for the purpose of encouraging the construction of attractive homes in order to enhance the value of the community). (In Holiday Pines Property Owners Ass'n, no apostrophe for the word "Owners" was used); Young v. Tortoise Island Homeowner's Ass'n, 511 So. 2d 381, 383 (Fla. 5th Dist. Ct. App. 1987) (homeowners' association sought an injunction requiring landowners to replace the flat roof of their house with a peaked roof because the association's architect preferred the aesthetics of peaked roofs).

11. Young, 511 So. 2d at 384.
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III. HOW HOMES ARE DAMAGED BY THE FORCES OF A HURRICANE

With preliminary damage estimates ranging from fifteen to thirty billion dollars, Hurricane Andrew\textsuperscript{12} has the notoriety of being the most expensive natural disaster in the history of the United States.\textsuperscript{13} The storm damaged 101,241 South Florida homes and completely destroyed 25,524 others, leaving approximately 250,000 people homeless.\textsuperscript{14}

While the powerful wind and rain of Hurricane Andrew ultimately caused the damage to the homes in Dade County, the actual dynamics by which the hurricane precipitated the destruction is more complicated. Most of the damage caused by Hurricane Andrew was triggered by the failure of windows.\textsuperscript{15} But it was not wind pressure that caused windows to break,

12. Hurricane Andrew caused the evacuation of over 1.2 million people in southeastern Florida before it made landfall in Dade County during the early morning hours of August 24, 1992. ED RAPPAPORT, NATIONAL HURRICANE CTR., PRELIMINARY REPORT HURRICANE ANDREW 8 (1992). During the course of Hurricane Andrew's two and one-half hour rampage through southeastern Florida, the storm dumped over seven inches of rain and created an area record 16.9 foot storm surge that rolled inland from the waters of Biscayne Bay. Id. at 5, 6.

There is a difference of opinion, depending on what sources are referenced, regarding the wind speeds of Hurricane Andrew as it passed through South Florida. See Jeff Leen et al., Failure of Design and Discipline, MIAMI HERALD, Dec. 20, 1992, at 25R. There were no official observations of sustained surface winds when Hurricane Andrew made landfall in South Florida; therefore, only estimates are available. RAPPAPORT, supra, at 4. While the actual strength of the storm may never be known, the National Hurricane Center in Coral Gables, Florida estimated that Hurricane Andrew's maximum sustained surface winds were 145 miles per hour with gusts of up to 175 miles per hour. Id. at 3.

Hurricane Andrew was the third strongest hurricane in this century to make landfall in the United States, and its force was directly responsible for the loss of 15 lives in Dade County. Id. at 1, 5. In this century, only Hurricane Camille in 1969 and the Labor Day Storm of 1935 were stronger than Hurricane Andrew at the time of landfall in the United States. Id. at 5. All Florida deaths directly attributed to Hurricane Andrew occurred in Dade County. As a result of the indirect effects of Hurricane Andrew, an additional 24 lives were lost in Dade County, three lives were lost in Broward County, and one life was lost in Monroe County. Telephone Interview with Ed Rappaport, Meteorologist, National Hurricane Center, Coral Gables, Fla. (Dec. 23, 1992) [hereinafter Rappaport, Telephone Interview].

13. RAPPAPORT, supra note 12, at 1. In Hurricane Andrew's immediate aftermath, the State of Florida requested federal aid in the amount of two billion dollars for the cleanup of debris alone. Id. at 6.

14. Id. at 1, 6. Insured losses for southern Florida are estimated at a preliminary figure of 7.3 billion dollars. Id. at 6.


17. Id. After Hurricane Andrew, many Dade County homes appeared relatively undamaged because their exterior structures had survived intact. But this external inspection was deceiving; because their windows had been broken, the interiors of the homes were severely damaged and required rebuilding. In relation to the entire construction cost of a home, it is the cost of building the interior that comprises the majority of expenses. Consequently, homes that survived the storm structurally, but suffered major interior damage, could cost almost as much to repair as homes that were totally leveled. Id.

18. Id.

19. Finefrock, supra note 15, at 15SR.

20. See Leen et al., supra note 12, at 25R. While construction practices and the Dade County building code are mentioned in this article, they are substantive and separate topics and are, therefore, beyond the scope of this article.
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With preliminary damage estimates ranging from fifteen to thirty billion dollars, Hurricane Andrew has the notoriety of being the most expensive natural disaster in the history of the United States. The storm damaged 101,241 South Florida homes and completely destroyed 25,524 others, leaving approximately 250,000 people homeless.

While the powerful wind and rain of Hurricane Andrew ultimately caused the damage to the homes in Dade County, the actual dynamics by which the hurricane precipitated the destruction is more complicated. Most of the damage caused by Hurricane Andrew was triggered by the failure of windows. But it was not wind pressure that caused windows to break; instead it was the debris blown by the hurricane force winds that smashed through windows like high speed missiles.

During a hurricane, the interior of a home with broken windows will fall prey to wind and rain. Drywall material used to construct interior walls and ceilings will crumble because it does not maintain its strength when wet. After the interior walls and ceiling come down, all of the wooden framing is left exposed and vulnerable.

The opening of a dwelling, caused by a projectile smashing through an unshielded window, also presents a danger to the exterior walls and roof. The opening, usually on the windward side of the home, allows the wind to blow directly into the building, thus pressurizing the interior of the structure. The pressure on the interior of the building pushes in the same direction as the external suction created by the exterior wind, having the net effect of increasing the total load on the downwind exterior wall. The average South Florida home is not designed for such high internal pressure; therefore, the exterior walls may collapse. Because pressurizing the building may exceed the strength of its construction, the high internal pressure could even assist the exterior wind in tearing the roof from the structure.

Thus, a single unprotected window can be the weak link that causes the complete destruction of an entire home, not to mention the injury and damage that can be inflicted upon the persons and possessions inside that home.

If all the residential windows in Dade County had been protected by hurricane shutters during Hurricane Andrew, the resulting damage would have been significantly less. Although there have been allegations of incompetent and corrupt building inspectors, shoddy construction, and a lenient building code in Dade County, even improperly built homes

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15. Don Finefrock, Learning from Loss: Andrew's Lessons, MIAMI HERALD, Dec. 20, 1992, at 1SSR.


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would have survived Hurricane Andrew in better condition had they been protected by hurricane shutters, for it is hurricane shutters that protect windows from projectile impact.\(^{21}\)

The Dade County building code requires that residential windows be able to withstand pressure from winds of up to 120 miles per hour, but does not require that the glass be tested for missile impact.\(^{22}\) Because of material strength and window shape, most of the windows in Dade County homes have a reserve pressure capacity and should be able to withstand considerably more wind force than the building code requires. Thus, if there had been no projectiles, most of the windows in Dade County homes should not have broken solely as a result of wind pressure. However, it is unreasonable to believe that the high winds of a hurricane would not carry debris through the air. Therefore, during a hurricane, a home without hurricane shutters could be totally destroyed, due to wind propelled debris smashing through the windows, while the home next to it, protected by hurricane shutters, would remain generally undamaged.\(^{23}\)

IV. THE REASONABLENESS OF RESTRICTIVE COVENANTS AFTER HURRICANE ANDREW

In consideration of the death and destruction caused by the forces of Hurricane Andrew, the reasonableness of restrictive covenants which prohibit development homeowners from using hurricane shutters to protect their lives and their homes must now be determined by the Florida judiciary. The courts have not given a clear definition of "reasonableness."\(^{24}\) Instead, the judiciary has taken an ad hoc approach in deciding what is reasonable and what is not.\(^{25}\) Therefore, "each case must be considered upon ... [its] peculiar facts and circumstances ... ."\(^{26}\) Since this would be a case of first impression, there is no case law regarding the reasonableness of hurricane shutter restrictions in housing developments.\(^{27}\) However, an examination of condominium law, even though distinguishable from property law as applied to housing developments, leads to the conclusion that hurricane shutter restrictions are unreasonable and, therefore, unenforceable for any type of domicile.

In the condominium case of Hidden Harbour Estates, Inc. v. Basso,\(^{28}\) the Fourth District Court of Appeal initiated a higher standard for determining the validity of condominium use restrictions than the reasonableness standard employed for determining the validity of use restrictions for other types of real property.\(^{29}\) The court stated that "a use restriction in a declaration of condominium may have a certain degree of unreasonableness to it, and yet withstand attack in the courts."\(^{30}\) This stronger presumption of validity for restrictions in a declaration of condominium is not applicable to restrictions in a housing development, where the standard for validity does not allow for any unreasonableness.\(^{31}\) Therefore, logically, if a restrictive covenant in a condominium community is found to be too

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21. Sanders, supra note 16.
22. See Dade County, Fla., South Florida Building Code ch. 23, § 2309 (1988). One change to the building code will replace the current 120 mile per hour wind requirement with the American Society of Civil Engineers' wind standard of 110 miles per hour. This change will become effective on January 1, 1994. A further building code change will require that new homes be designed to better withstand the forces of a hurricane and result in flying debris by mandating more resistant windows or protective shuttering. See Terry Sheridan, "Tougher Standards, Higher Prices Ahead for Shutters," Miami Herald, Apr. 4, 1993, at 120. While the updated building code will require window protection for new homes in Dade County, no code change will affect already existing homes.
23. Sanders, supra note 16.
25. Hirsch, supra note 2; see, e.g., Holiday Pines Property Owners Ass'n, 596 So. 2d at 87 (court determined that a restrictive covenant amendment which mandated membership in a homeowners' association was unreasonable); cf. Hidden Harbour Estates, Inc. v. Norman, 309 So. 2d 180, 182 (Fla. 4th Dist. Ct. App. 1975) (court determined that a restriction against the use of alcohol in certain common areas of a condominium complex was reasonable).
27. Hirsch, supra note 2.
29. See id. at 640.
30. A "declaration of condominium" is a document used to "assume[] some of the attributes of a covenant running with the land, circumscribing the extent and limits of the enjoyment and use of [condominium] real property." Id. at 639 (quoting Pepe v. Whispering Sands Condominium Ass'n, 351 So. 2d 755, 757 (Fla. 2d Dist. Ct. App. 1977)).
31. Id. at 640. Because condominium unit owners live in such close proximity and share common facilities, it is an inherent principle of the condominium concept that in order "to promote the health, happiness, and peace of mind of the majority of the unit owners ... each unit owner ... give up a certain degree of freedom of choice which he [or she] might otherwise enjoy in separate, privately owned property." Hidden Harbour Estates, Inc., 309 So. 2d at 181-82.
32. People buy houses and "elect not to purchase ... condominiums because they do not want to restrict their control over their own property." Holiday Pines Property Owners Ass'n, 596 So. 2d at 88.
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In the condominium case of Hidden Harbour Estates, Inc. v. Basso, 28 the Fourth District Court of Appeal initiated a higher standard for determining the validity of condominium use restrictions than the reasonableness standard employed for determining the validity of use restrictions for other types of real property. 29 The court stated that "a use restriction in a declaration of condominium may have a certain degree of unreasonableness to it, and yet withstand attack in the courts." 30 This stronger presumption of validity for restrictions in a declaration of condominium is not applicable to restrictions in a housing development, where the standard for validity does not allow for any unreasonableness. 31 Therefore, logically, if a restrictive covenant in a condominium community is found to be too

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unreasonable to be enforceable, then the same restriction in a housing development must also be unenforceable.

While the courts have not yet addressed the issue, the Florida Legislature has enacted legislation which demonstrates the belief that prohibiting the use of hurricane shutters is unreasonable. Florida Statute section 718.113(5) requires that condominium associations "adopt hurricane shutter specifications for each building within each condominium operated by the association[s] . . . ." This statute further states that condominium boards "shall not refuse to approve the installation . . . of hurricane shutters conforming to the specifications adopted by the boards."34 Therefore, section 718.113(5) effectively forbids any blanket covenant prohibiting the use of hurricane shutters. Unfortunately, section 718.113(5) deals only with condominiums, and does not address any other type of housing.35 But if restrictive covenants in a condominium community can have a certain degree of unreasonableness to them and still be enforced, and the Florida Legislature has nonetheless enacted a statute which forbids the prohibition of hurricane shutters on condominiums, demonstrating the belief that this type of restriction is too unreasonable even for condominiums, then hurricane shutter restrictions in housing developments, where reasonable restrictions are not tolerated, are also unenforceable because of their unreasonableness.

In another condominium case, Schneck v. Sea Oats Condominium Ass'n,36 a condominium association sought an injunction against two pairs of condominium unit owners in an attempt to force them to remove hurricane shutters they had installed in order to prevent water seepage through the windows, walls, and doors of their units caused by construction defects in the building.37 In affirming the trial court's decision to issue an

injunction, the Fifth District Court of Appeal held that the hurricane shutters violated the provisions of the declaration of condominium and, consequently, that the unit owners would have to remove them.38 However, the court also stated that the unit owners had "a duty to take reasonable steps to protect their units and furnishings until the cause of the water leakage . . . was corrected."39

Although the court did not address the reasonableness of the restriction, on remand the court did urge the lower court to suspend the immediacy of the removal order and allow the unit owners to retain the hurricane shutters until the building defects causing the water damage were repaired.40 Critical to the issue at hand is the court's indication that the hurricane shutters would have been allowed to remain permanently had the unit owners expressed a more compelling reason for installing them.41 The devastation caused by Hurricane Andrew is that compelling reason.

It might be argued that allowing the use of hurricane shutters only during the threat of a hurricane would be a reasonable compromise to an absolute prohibition. However, this qualified prohibition would still be an unreasonable restriction because of its impracticability. It can take up to twenty minutes per window to hang hurricane shutters on homes that have pre-installed hinges, and even longer on those that do not.42 When preparing for a hurricane, time is a crucial factor since hurricane watches43 are issued only thirty-six hours before hurricane conditions are possible, and hurricane warnings44 are issued just twenty-four hours before hurricane conditions are likely.45 During the final, hectic hours before a hurricane is due to strike, a myriad of necessities command attention. Food, water,
unreasonable to be enforceable, then the same restriction in a housing development must also be unenforceable.

While the courts have not yet addressed the issue, the Florida Legislature has enacted legislation which demonstrates the belief that prohibiting the use of hurricane shutters is unreasonable. Florida Statute section 718.113(5) requires that condominium associations "adopt hurricane shutter specifications for each building within each condominium operated by the association[s]..." This statute further states that condominium boards "shall not refuse to approve the installation... of hurricane shutters conforming to the specifications adopted by the board[s]." Therefore, section 718.113(5) effectively forbids any blanket covenant prohibiting the use of hurricane shutters. Unfortunately, section 718.113(5) deals only with condominiums, and does not address any other type of housing. But if restrictive covenants in a condominium community can have a certain degree of unreasonableness to them and still be enforceable, and the Florida Legislature has nonetheless enacted a statute which forbids the prohibition of hurricane shutters on condominiums, demonstrating the belief that this type of restriction is too unreasonable even for condominiums, then hurricane shutter restrictions in housing developments, where unreasonable restrictions are not tolerated, are also unenforceable because of their unreasonableness.

In another condominium case, Schmeck v. Sea Oats Condominium Ass'n, a condominium association sought an injunction against two pairs of condominium unit owners in an attempt to force them to remove hurricane shutters they had installed in order to prevent water seepage through the windows, walls, and doors of their units caused by construction defects in the building. In affirming the trial court's decision to issue an injunction, the Fifth District Court of Appeal held that the hurricane shutters violated the provisions of the declaration of condominium and, consequently, that the unit owners would have to remove them. However, the court also stated that the unit owners had "a duty to take reasonable steps to protect their units and furnishings until the cause of the water leakage... was corrected." Although the court did not address the reasonableness of the restriction, on remand the court did urge the lower court to suspend the immediacy of the removal order and allow the unit owners to retain the hurricane shutters until the building defects causing the water damage were repaired. Critical to the issue at hand is the court's indication that the hurricane shutters would have been allowed to remain permanently had the unit owners expressed a more compelling reason for installing them. The devastation caused by Hurricane Andrew is that compelling reason.

It might be argued that allowing the use of hurricane shutters only during the threat of a hurricane would be a reasonable compromise to an absolute prohibition. However, this qualified prohibition would still be an unreasonable restriction because of its impracticability. It can take up to twenty minutes per window to hang hurricane shutters on homes that have pre-installed hinges, and even longer on those that do not. When preparing for a hurricane, time is a crucial factor since hurricane watches are issued only thirty-six hours before hurricane conditions are possible, and hurricane warnings are issued just twenty-four hours before hurricane conditions are likely. During the final, hectic hours before a hurricane is due to strike, a myriad of necessities command attention. Food, water, unit, while the owners of the other unit spent $3,482.25 to repair their damage. Id. at 1095-96. Florida Statute § 718.113(5) became effective on January 1, 1992. 1991 Fla. Laws ch. 91-103, § 28. Since Schmeck was decided prior to the enactment of Florida Statute § 718.113(5), the outcome would certainly have been different had § 718.113(5) been effective at the time. See Schmeck, 441 So. 2d at 1092; FLA. STAT. § 718.113(5) (1991).

38. Schmeck, 441 So. 2d at 1096.
39. Id.
40. See id. at 1095.
42. A "hurricane watch" is a weather bulletin that is issued when hurricane conditions are possible within the next 36 hours. Rappaport, Telephone Interview, supra note 12.
43. A "hurricane warning" is a weather bulletin that is issued when hurricane conditions are likely within the next 24 hours. Id.
44. Id.
medication, and batteries are the first priorities when preparing for the arrival of a hurricane. Having to install hurricane shutters at this time is clearly an unreasonable burden.

The Florida Legislature appears to agree that it is unreasonable to only allow the use of hurricane shutters during the threat of a hurricane, since Florida Statute section 718.113(5) allows condominium owners to hang hurricane shutters on a permanent basis. In the aftermath of Hurricane Andrew's devastation, the Florida judiciary must now follow and expand upon the belief demonstrated by the Florida Legislature, that hurricane shutter restrictions are unreasonable, by holding that restrictions which prohibit the use of hurricane shutters are unenforceable due to their unreasonableness, not just for condominiums, but for all types of housing.

V. CONCLUSION

Hurricane Andrew has made almost everyone in South Florida aware of the devastation that a hurricane can inflict upon a community. A window can be designed to sustain virtually any force. But until the day comes when residential windows are designed to be hurricane proof, the least expensive way to add protection to a home is by installing hurricane shutters. Post-Andrew, the lesson is clear: To prohibit the use of hurricane shutters is an unreasonable and, therefore, unenforceable restriction.

Matthew J. Jowanna

47. Sanders, supra note 16.
Nova Law Review Alumni Association

The Nova Law Review is pleased to announce the formation of the Nova Law Review Alumni Association. The Association has been formed to establish a vital link between the present membership of the Nova Law Review and its alumni whose continued involvement enriches the Review. The Association will endeavor to provide settings for alumni to meet and exchange ideas as well as create opportunities for alumni and students to interact.

The Alumni Association meets on the third Tuesday of each month at Nova University's Shepard Broad Law Center, and all Law Review alumni are invited to attend. For more information on membership, please contact the office of the Nova Law Review at (305) 452-6196.

The Nova Law Review would like to acknowledge the following current charter members of the Nova Law Review Alumni Association:

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