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CAN THE CONDOMINIUM FORBID THE CHRISTMAS DECORATIONS?

The concept of “architectural decorum (or decorations)” is correlated to the possibility to forbid Christmas decorations in a condominium.

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Joyful lights and every kind of decorations during Christmas festivities crowd the front of the building of many Italian towns but, if it is true that at Christmas everybody is kind, not everything is awarded.

The doubt is if the Christmas decorations can be considered “**architectural decorum**”, certainly this identification is among the questions that produces most uncertainties and contrasts in condominium matters.

The civil code does not discipline the “architectural decorum” supplying a definition expressed by the same, in the paragraph 4 of the art.1120 c.c. (**Are forbidden the innovations that can bear prejudice to the stability or security of the building, that alter the architectural decorum or that render some parts of the building useless also to one co-owner only.**).

The erudition and jurisprudence intervened and, the directive of the Supreme Court of Cassation, according to which the decorum “**results by the joint lines and of the architectural and ornamental motives that constitutes the dominant unity, notes and impress to the different part of the same building in its whole, and by the aesthetic point of view, a determined unitary and harmonic physiognomy, and by an architectural point of view a more or less esteemed and appreciable dignity.**” (Cass. N.1472/1965), remains unchanged.

According to this definition, jurisprudential orientations see the decorum as “the aesthetic of the building, given by the whole of the lines and of the structures that connote the same building and impress it a determined, harmonic physiognomy and a specific identity” (Cass. N.851/2007) and, in relation to the art.1120 c.c. establish that “Architectural decorum of the building, to the aims of the foreseen tutelage to the art.1120 c.c., **it is to be meant the aesthetic given by the joint lines and of the structures that connote the same building and they impress a determined, harmonic physiognomy.** The alteration of this decorum can bind itself to the realization of works that does not change the original aspect of the single elements or points of the building when the unchanged reflects on the whole aspect of the building” (Cass., session II, sent.3 September 1998, n. 8731).

Therefore, the architectural decorum is not an eventual quality but an **indwelling value to the same existence of the building, to parameter in relation to the peculiar characteristic of the single building that has only an aesthetic dignity.** United because of its nature to the same structure of the building, the alteration of the decorum **has permanent character and the installation of lights and decorations in general cannot be considered an alteration of the building’s aesthetic.**

However, in case in which there is a **condominium regulation of contractual nature**, the Cassation declares that it is “legitimate that the norms regulating the building – whether of contractual nature, predisposed by the only original owner of the building and accepted with the single acts of purchase by the taken over co-owner or adopted with the unanimous acceptance of them in meeting seat, the question, in any case, not raised in this event – can derogate and integrate the legal discipline and, in particular, **can give a most rigorous definition of the decorum architectural concept than the received by the art.1120 c.c., extending the unchanged prohibition** to the conservation of the pertaining elements to the symmetry, aesthetic, to the general aspect of the building as resulting in the moment of its construction or existent in that of the manifestation of the negotiated will” (Cassation 6 September 2009 n.11121).

In this hypothesis, the norms of the regulation can forbid every modification, even only temporary, of the building aspect, extending the prohibition to the Christmas decorations “architecturally indecorous”.
