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LEGISLATIVE ACTION

Senate

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House

The Committee on Fiscal Policy (Martin) recommended the following:

Senate Amendment (with title amendment)

Delete everything after the enacting clause
and insert:

Section 1. Paragraph (b) of subsection (2) of section
468.4334, Florida Statutes, is amended to read:

468.4334 Professional practice standards; liability.-
(2)

(b) Indemnification under paragraph (a) may not cover any
errors or omissions relating to the preparation or provision of



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11 an estoppel certificate, or any act or omission that violates a
12 criminal law; derives an improper personal benefit, either
13 directly or indirectly; is grossly negligent; or is reckless, is
14 in bad faith, is with malicious purpose, or is in a manner
15 exhibiting wanton and willful disregard of human rights, safety,
16 or property.

17 Section 2. Paragraph (b) of subsection (2) of section
18 468.436, Florida Statutes, is amended to read:

19 468.436 Disciplinary proceedings.—

20 (2) The following acts constitute grounds for which the
21 disciplinary actions in subsection (4) may be taken:

22 (b)1. Violation of ~~any provision of~~ this part.

23 2. Violation of any lawful order or rule rendered or
24 adopted by the department or the council.

25 3. Being convicted of or pleading nolo contendere to a
26 felony in any court in the United States.

27 4. Obtaining a license or certification or any other order,
28 ruling, or authorization by means of fraud, misrepresentation,
29 or concealment of material facts.

30 5. Committing acts of gross misconduct or gross negligence
31 in connection with the profession.

32 6. Contracting, on behalf of an association, with any
33 entity in which the licensee has a financial interest that is
34 not disclosed.

35 7. Violating any provision of chapter 718, chapter 719, or
36 chapter 720 during the course of performing community
37 association management services pursuant to a contract with a
38 community association as defined in s. 468.431(1).

39 8.a. Charging or attempting to charge fees or charges for



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40 an estoppel certificate, for which fees are not authorized or
41 are in excess of the amounts authorized by chapter 718, chapter
42 719, or chapter 720.

43 b. Failing to timely provide an estoppel certificate or
44 providing an incomplete estoppel certificate.

45 Section 3. Subsection (8) of section 718.116, Florida
46 Statutes, is amended to read:

47 718.116 Assessments; liability; lien and priority;
48 interest; collection.—

49 (8) Within 5 ~~10~~ business days after receiving a written or
50 electronic request therefor from a unit owner or the unit
51 owner's designee, or a unit mortgagee or the unit mortgagee's
52 designee, the association shall issue the estoppel certificate.
53 Each association shall designate on its website a person or
54 entity with a street or e-mail address for receipt of a request
55 for an estoppel certificate issued pursuant to this section. The
56 estoppel certificate must be provided by hand delivery, regular
57 mail, or e-mail to the requestor on the date of issuance of the
58 estoppel certificate.

59 (a) An estoppel certificate may be completed by any board
60 member, authorized agent, or authorized representative of the
61 association, including any authorized agent, authorized
62 representative, or employee of a management company authorized
63 to complete this form on behalf of the board or association. The
64 estoppel certificate must contain all of the following
65 information and must be substantially in the following form:

66 1. Date of issuance:....

67 2. Name(s) of the unit owner(s) as reflected in the books
68 and records of the association:....



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- 69 3. Unit designation and address:....
- 70 4. Parking or garage space number, as reflected in the
- 71 books and records of the association:....
- 72 5. Attorney's name and contact information if the account
- 73 is delinquent and has been turned over to an attorney for
- 74 collection. No fee may be charged for this information.
- 75 6. Fee for the preparation and delivery of the estoppel
- 76 certificate:....
- 77 7. Name of the requestor:....
- 78 8. Assessment information and other information:

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80 ASSESSMENT INFORMATION:

- 81
- 82 a. The regular periodic assessment levied against the unit
- 83 is \$.... per ...(insert frequency of payment)....
- 84 b. The regular periodic assessment is paid through
- 85 ...(insert date paid through)....
- 86 c. The next installment of the regular periodic assessment
- 87 is due ...(insert due date)... in the amount of \$.....
- 88 d. An itemized list of all assessments, special
- 89 assessments, and other moneys owed on the date of issuance to
- 90 the association by the unit owner for a specific unit is
- 91 provided.
- 92 e. An itemized list of any additional assessments, special
- 93 assessments, and other moneys that are scheduled to become due
- 94 for each day after the date of issuance for the effective period
- 95 of the estoppel certificate is provided. In calculating the
- 96 amounts that are scheduled to become due, the association may
- 97 assume that any delinquent amounts will remain delinquent during



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98 the effective period of the estoppel certificate.

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OTHER INFORMATION:

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102 f. Is there a capital contribution fee, resale fee,
103 transfer fee, or other fee due?(Yes)(No). If yes,
104 specify the type and the amount of the fee.

105 g. Is there any open violation of rule or regulation
106 noticed to the unit owner in the association official records?
107(Yes)(No).

108 h. Do the rules and regulations of the association
109 applicable to the unit require approval by the board of
110 directors of the association for the transfer of the unit?
111(Yes)(No). If yes, has the board approved the transfer
112 of the unit?(Yes)(No).

113 i. Is there a right of first refusal provided to the
114 members or the association?(Yes)(No). If yes, have the
115 members or the association exercised that right of first
116 refusal?(Yes)(No).

117 j. Provide a list of, and contact information for, all
118 other associations of which the unit is a member.

119 k. Provide contact information for all insurance maintained
120 by the association.

121 l. Provide the signature of an officer or authorized agent
122 of the association.

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124 The association, at its option, may include additional
125 information in the estoppel certificate.

126 (b) An estoppel certificate that is hand delivered or sent



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127 by electronic means has a 30-day effective period. An estoppel
128 certificate that is sent by regular mail has a 35-day effective
129 period. If additional information or a mistake related to the
130 estoppel certificate becomes known to the association within the
131 effective period, an amended estoppel certificate may be
132 delivered and becomes effective if a sale or refinancing of the
133 unit has not been completed during the effective period. A fee
134 may not be charged for an amended estoppel certificate. An
135 amended estoppel certificate must be delivered on the date of
136 issuance, and a new 30-day or 35-day effective period begins on
137 such date.

138 (c) An association waives the right to collect any moneys
139 owed in excess of the amounts specified in the estoppel
140 certificate from any person who in good faith relies upon the
141 estoppel certificate and from the person's successors and
142 assigns.

143 (d) If an association receives a request for an estoppel
144 certificate from a unit owner or the unit owner's designee, or a
145 unit mortgagee or the unit mortgagee's designee, and fails to
146 deliver the estoppel certificate within 5 ~~10~~ business days, a
147 fee may not be charged for the preparation and delivery of that
148 estoppel certificate.

149 (e) A summary proceeding pursuant to s. 51.011 may be
150 brought to compel compliance with this subsection, and in any
151 such action the prevailing party is entitled to recover
152 reasonable attorney fees.

153 (f) Notwithstanding any limitation on transfer fees
154 contained in s. 718.112(2)(k), an association or its authorized
155 agent may charge a reasonable fee for the preparation and



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156 delivery of an estoppel certificate, which may not exceed \$250,
157 if, on the date the certificate is issued, no delinquent amounts
158 are owed to the association for the applicable unit. ~~If an~~
159 ~~estoppel certificate is requested on an expedited basis and~~
160 ~~delivered within 3 business days after the request, the~~
161 ~~association may charge an additional fee of \$100.~~ If a
162 delinquent amount is owed to the association for the applicable
163 unit, an additional fee for the estoppel certificate may not
164 exceed \$150.

165 (g) If estoppel certificates for multiple units owned by
166 the same owner are simultaneously requested from the same
167 association and there are no past due monetary obligations owed
168 to the association, the statement of moneys due for those units
169 may be delivered in one or more estoppel certificates, and, even
170 though the fee for each unit shall be computed as set forth in
171 paragraph (f), the total fee that the association may charge for
172 the preparation and delivery of the estoppel certificates may
173 not exceed, in the aggregate:

- 174 1. For 25 or fewer units, \$750.
- 175 2. For 26 to 50 units, \$1,000.
- 176 3. For 51 to 100 units, \$1,500.
- 177 4. For more than 100 units, \$2,500.

178 (h) The authority to charge a fee for the preparation and
179 delivery of the estoppel certificate must be established
180 annually by a written resolution adopted by the board or
181 provided by a written management, bookkeeping, or maintenance
182 contract and ~~is payable upon the preparation of the certificate.~~
183 ~~If the certificate is requested in conjunction with the sale or~~
184 ~~mortgage of a unit but the closing does not occur and no later~~



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185 ~~than 30 days after the closing date for which the certificate~~
186 ~~was sought the preparer receives a written request, accompanied~~
187 ~~by reasonable documentation, that the sale did not occur from a~~
188 ~~payor that is not the unit owner, the fee shall be refunded to~~
189 ~~that payor within 30 days after receipt of the request. The~~
190 ~~refund is the obligation of the unit owner, and the association~~
191 ~~may collect it from that owner in the same manner as an~~
192 ~~assessment as provided in this section. The right to~~
193 ~~reimbursement may not be waived or modified by any contract or~~
194 ~~agreement. The prevailing party in any action brought to enforce~~
195 ~~a right of reimbursement shall be awarded damages and all~~
196 ~~applicable attorney fees and costs.~~

197 (i) An association may not directly or indirectly charge
198 any fee for an estoppel certificate other than those expressly
199 authorized by this section. Unauthorized fees or charges,
200 whether described as a convenience fee, archive fee, service
201 fee, processing fee, delivery fee, credit card fee,
202 certification fee, third-party fee, or any other fee or charge,
203 are void and may be ignored by the requestor of the certificate.

204 (j) If an estoppel certificate is requested in conjunction
205 with the sale or refinancing of a unit, the fee for the
206 preparation and delivery of the estoppel certificate shall be
207 paid to the association from the closing or settlement proceeds.
208 If the closing does not occur, the fee for the preparation and
209 delivery of the estoppel certificate remains the obligation of
210 the unit owner, and the association may collect the fee in the
211 same manner as an assessment against the unit. The fees
212 ~~specified in this subsection shall be adjusted every 5 years in~~
213 ~~an amount equal to the total of the annual increases for that 5-~~



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214 ~~year period in the Consumer Price Index for All Urban Consumers,~~
215 ~~U.S. City Average, All Items. The Department of Business and~~
216 ~~Professional Regulation shall periodically calculate the fees,~~
217 ~~rounded to the nearest dollar, and publish the amounts, as~~
218 ~~adjusted, on its website.~~

219 Section 4. Subsection (6) of section 719.108, Florida
220 Statutes, is amended to read:

221 719.108 Rents and assessments; liability; lien and
222 priority; interest; collection; cooperative ownership.—

223 (6) Within 5 ~~10~~ business days after receiving a written or
224 electronic request for an estoppel certificate from a unit owner
225 or the unit owner's designee, or a unit mortgagee or the unit
226 mortgagee's designee, the association shall issue the estoppel
227 certificate. Each association shall designate on its website a
228 person or entity with a street or e-mail address for receipt of
229 a request for an estoppel certificate issued pursuant to this
230 section. The estoppel certificate must be provided by hand
231 delivery, regular mail, or e-mail to the requestor on the date
232 of issuance of the estoppel certificate.

233 (a) An estoppel certificate may be completed by any board
234 member, authorized agent, or authorized representative of the
235 association, including any authorized agent, authorized
236 representative, or employee of a management company authorized
237 to complete this form on behalf of the board or association. The
238 estoppel certificate must contain all of the following
239 information and must be substantially in the following form:

240 1. Date of issuance:....

241 2. Name(s) of the unit owner(s) as reflected in the books
242 and records of the association:....



- 243 3. Unit designation and address:....
- 244 4. Parking or garage space number, as reflected in the
245 books and records of the association:....
- 246 5. Attorney's name and contact information if the account
247 is delinquent and has been turned over to an attorney for
248 collection. No fee may be charged for this information.
- 249 6. Fee for the preparation and delivery of the estoppel
250 certificate:....
- 251 7. Name of the requestor:....
- 252 8. Assessment information and other information:
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- 254 ASSESSMENT INFORMATION:
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- 256 a. The regular periodic assessment levied against the unit
257 is \$.... per ...(insert frequency of payment)....
- 258 b. The regular periodic assessment is paid through
259 ...(insert date paid through)....
- 260 c. The next installment of the regular periodic assessment
261 is due ...(insert due date)... in the amount of \$.....
- 262 d. An itemized list of all assessments, special
263 assessments, and other moneys owed by the unit owner on the date
264 of issuance to the association for a specific unit is provided.
- 265 e. An itemized list of any additional assessments, special
266 assessments, and other moneys that are scheduled to become due
267 for each day after the date of issuance for the effective period
268 of the estoppel certificate is provided. In calculating the
269 amounts that are scheduled to become due, the association may
270 assume that any delinquent amounts will remain delinquent during
271 the effective period of the estoppel certificate.



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OTHER INFORMATION:

f. Is there a capital contribution fee, resale fee, transfer fee, or other fee due?(Yes)(No). If yes, specify the type and amount of the fee.

g. Is there any open violation of rule or regulation noticed to the unit owner in the association official records?(Yes)(No).

h. Do the rules and regulations of the association applicable to the unit require approval by the board of directors of the association for the transfer of the unit?(Yes)(No). If yes, has the board approved the transfer of the unit?(Yes)(No).

i. Is there a right of first refusal provided to the members or the association?(Yes)(No). If yes, have the members or the association exercised that right of first refusal?(Yes)(No).

j. Provide a list of, and contact information for, all other associations of which the unit is a member.

k. Provide contact information for all insurance maintained by the association.

l. Provide the signature of an officer or authorized agent of the association.

The association, at its option, may include additional information in the estoppel certificate.

(b) An estoppel certificate that is hand delivered or sent by electronic means has a 30-day effective period. An estoppel



301 certificate that is sent by regular mail has a 35-day effective
302 period. If additional information or a mistake related to the
303 estoppel certificate becomes known to the association within the
304 effective period, an amended estoppel certificate may be
305 delivered and becomes effective if a sale or refinancing of the
306 unit has not been completed during the effective period. A fee
307 may not be charged for an amended estoppel certificate. An
308 amended estoppel certificate must be delivered on the date of
309 issuance, and a new 30-day or 35-day effective period begins on
310 such date.

311 (c) An association waives the right to collect any moneys
312 owed in excess of the amounts specified in the estoppel
313 certificate from any person who in good faith relies upon the
314 estoppel certificate and from the person's successors and
315 assigns.

316 (d) If an association receives a request for an estoppel
317 certificate from a unit owner or the unit owner's designee, or a
318 unit mortgagee or the unit mortgagee's designee, and fails to
319 deliver the estoppel certificate within 5 ~~10~~ business days, a
320 fee may not be charged for the preparation and delivery of that
321 estoppel certificate.

322 (e) A summary proceeding pursuant to s. 51.011 may be
323 brought to compel compliance with this subsection, and in any
324 such action the prevailing party is entitled to recover
325 reasonable attorney fees.

326 (f) Notwithstanding any limitation on transfer fees
327 contained in s. 719.106(1)(i), an association or its authorized
328 agent may charge a reasonable fee for the preparation and
329 delivery of an estoppel certificate, which may not exceed \$250



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330 if, on the date the certificate is issued, no delinquent amounts
331 are owed to the association for the applicable unit. ~~If an~~
332 ~~estoppel certificate is requested on an expedited basis and~~
333 ~~delivered within 3 business days after the request, the~~
334 ~~association may charge an additional fee of \$100.~~ If a
335 delinquent amount is owed to the association for the applicable
336 unit, an additional fee for the estoppel certificate may not
337 exceed \$150.

338 (g) If estoppel certificates for multiple units owned by
339 the same owner are simultaneously requested from the same
340 association and there are no past due monetary obligations owed
341 to the association, the statement of moneys due for those units
342 may be delivered in one or more estoppel certificates, and, even
343 though the fee for each unit shall be computed as set forth in
344 paragraph (f), the total fee that the association may charge for
345 the preparation and delivery of the estoppel certificates may
346 not exceed, in the aggregate:

- 347 1. For 25 or fewer units, \$750.
- 348 2. For 26 to 50 units, \$1,000.
- 349 3. For 51 to 100 units, \$1,500.
- 350 4. For more than 100 units, \$2,500.

351 (h) The authority to charge a fee for the preparation and
352 delivery of the estoppel certificate must be established
353 annually by a written resolution adopted by the board or
354 provided by a written management, bookkeeping, or maintenance
355 contract ~~and is payable upon the preparation of the certificate.~~
356 ~~If the certificate is requested in conjunction with the sale or~~
357 ~~mortgage of a parcel but the closing does not occur and no later~~
358 ~~than 30 days after the closing date for which the certificate~~



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359 ~~was sought the preparer receives a written request, accompanied~~
360 ~~by reasonable documentation, that the sale did not occur from a~~
361 ~~payor that is not the parcel owner, the fee shall be refunded to~~
362 ~~that payor within 30 days after receipt of the request. The~~
363 ~~refund is the obligation of the parcel owner, and the~~
364 ~~association may collect it from that owner in the same manner as~~
365 ~~an assessment as provided in this section. The right to~~
366 ~~reimbursement may not be waived or modified by any contract or~~
367 ~~agreement. The prevailing party in any action brought to enforce~~
368 ~~a right of reimbursement shall be awarded damages and all~~
369 ~~applicable attorney fees and costs.~~

370 (i) An association may not directly or indirectly charge
371 any fee for an estoppel certificate other than those expressly
372 authorized by this section. Unauthorized fees or charges,
373 whether described as a convenience fee, archive fee, service
374 fee, processing fee, delivery fee, credit card fee,
375 certification fee, third-party fee, or any other fee or charge,
376 are void and may be ignored by the requestor of the certificate.

377 (j) If an estoppel certificate is requested in conjunction
378 with the sale or refinancing of a unit, the fee for the
379 preparation and delivery of the estoppel certificate shall be
380 paid to the association from the closing or settlement proceeds.
381 If the closing does not occur, the fee for the preparation and
382 delivery of the estoppel certificate remains the obligation of
383 the unit owner, and the association may collect the fee in the
384 same manner as an assessment against the unit. The fees
385 specified in this subsection shall be adjusted every 5 years in
386 an amount equal to the total of the annual increases for that 5-
387 year period in the Consumer Price Index for All Urban Consumers,



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388 ~~U.S. City Average, All Items. The Department of Business and~~
389 ~~Professional Regulation shall periodically calculate the fees,~~
390 ~~rounded to the nearest dollar, and publish the amounts, as~~
391 ~~adjusted, on its website.~~

392 Section 5. Section 720.30851, Florida Statutes, is amended
393 to read:

394 720.30851 Estoppel certificates.—Within 5 ~~10~~ business days
395 after receiving a written or electronic request for an estoppel
396 certificate from a parcel owner or the parcel owner's designee,
397 or a parcel mortgagee or the parcel mortgagee's designee, the
398 association shall issue the estoppel certificate. Each
399 association shall designate on its website a person or entity
400 with a street or e-mail address for receipt of a request for an
401 estoppel certificate issued pursuant to this section. The
402 estoppel certificate must be provided by hand delivery, regular
403 mail, or e-mail to the requestor on the date of issuance of the
404 estoppel certificate.

405 (1) An estoppel certificate may be completed by any board
406 member, authorized agent, or authorized representative of the
407 association, including any authorized agent, authorized
408 representative, or employee of a management company authorized
409 to complete this form on behalf of the board or association. The
410 estoppel certificate must contain all of the following
411 information and must be substantially in the following form:

412 (a) Date of issuance:....

413 (b) Name(s) of the parcel owner(s) as reflected in the
414 books and records of the association:....

415 (c) Parcel designation and address:....

416 (d) Parking or garage space number, as reflected in the



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417 books and records of the association:....

418 (e) Attorney's name and contact information if the account
419 is delinquent and has been turned over to an attorney for
420 collection. No fee may be charged for this information.

421 (f) Fee for the preparation and delivery of the estoppel
422 certificate:....

423 (g) Name of the requestor:....

424 (h) Assessment information and other information:

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426 ASSESSMENT INFORMATION:

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428 1. The regular periodic assessment levied against the
429 parcel is \$.... per ...(insert frequency of payment)....

430 2. The regular periodic assessment is paid through
431 ...(insert date paid through)....

432 3. The next installment of the regular periodic assessment
433 is due ...(insert due date)... in the amount of \$.....

434 4. An itemized list of all assessments, special
435 assessments, and other moneys owed on the date of issuance to
436 the association by the parcel owner for a specific parcel is
437 provided.

438 5. An itemized list of any additional assessments, special
439 assessments, and other moneys that are scheduled to become due
440 for each day after the date of issuance for the effective period
441 of the estoppel certificate is provided. In calculating the
442 amounts that are scheduled to become due, the association may
443 assume that any delinquent amounts will remain delinquent during
444 the effective period of the estoppel certificate.

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OTHER INFORMATION:

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6. Is there a capital contribution fee, resale fee, transfer fee, or other fee due?(Yes)(No). If yes, specify the type and amount of the fee.

7. Is there any open violation of rule or regulation noticed to the parcel owner in the association official records?(Yes)(No).

8. Do the rules and regulations of the association applicable to the parcel require approval by the board of directors of the association for the transfer of the parcel?(Yes)(No). If yes, has the board approved the transfer of the parcel?(Yes)(No).

9. Is there a right of first refusal provided to the members or the association?(Yes)(No). If yes, have the members or the association exercised that right of first refusal?(Yes)(No).

10. Provide a list of, and contact information for, all other associations of which the parcel is a member.

11. Provide contact information for all insurance maintained by the association.

12. Provide the signature of an officer or authorized agent of the association.

The association, at its option, may include additional information in the estoppel certificate.

(2) An estoppel certificate that is hand delivered or sent by electronic means has a 30-day effective period. An estoppel certificate that is sent by regular mail has a 35-day effective



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475 period. If additional information or a mistake related to the
476 estoppel certificate becomes known to the association within the
477 effective period, an amended estoppel certificate may be
478 delivered and becomes effective if a sale or refinancing of the
479 parcel has not been completed during the effective period. A fee
480 may not be charged for an amended estoppel certificate. An
481 amended estoppel certificate must be delivered on the date of
482 issuance, and a new 30-day or 35-day effective period begins on
483 such date.

484 (3) An association waives the right to collect any moneys
485 owed in excess of the amounts specified in the estoppel
486 certificate from any person who in good faith relies upon the
487 estoppel certificate and from the person's successors and
488 assigns.

489 (4) If an association receives a request for an estoppel
490 certificate from a parcel owner or the parcel owner's designee,
491 or a parcel mortgagee or the parcel mortgagee's designee, and
492 fails to deliver the estoppel certificate within 5 ~~10~~ business
493 days, a fee may not be charged for the preparation and delivery
494 of that estoppel certificate.

495 (5) A summary proceeding pursuant to s. 51.011 may be
496 brought to compel compliance with this section, and the
497 prevailing party is entitled to recover reasonable attorney
498 fees.

499 (6) An association or its authorized agent may charge a
500 reasonable fee for the preparation and delivery of an estoppel
501 certificate, which may not exceed \$250, if, on the date the
502 certificate is issued, no delinquent amounts are owed to the
503 association for the applicable parcel. ~~If an estoppel~~



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504 ~~certificate is requested on an expedited basis and delivered~~
505 ~~within 3 business days after the request, the association may~~
506 ~~charge an additional fee of \$100.~~ If a delinquent amount is owed
507 to the association for the applicable parcel, an additional fee
508 for the estoppel certificate may not exceed \$150.

509 (7) If estoppel certificates for multiple parcels owned by
510 the same owner are simultaneously requested from the same
511 association and there are no past due monetary obligations owed
512 to the association, the statement of moneys due for those
513 parcels may be delivered in one or more estoppel certificates,
514 and, even though the fee for each parcel shall be computed as
515 set forth in subsection (6), the total fee that the association
516 may charge for the preparation and delivery of the estoppel
517 certificates may not exceed, in the aggregate:

- 518 (a) For 25 or fewer parcels, \$750.
519 (b) For 26 to 50 parcels, \$1,000.
520 (c) For 51 to 100 parcels, \$1,500.
521 (d) For more than 100 parcels, \$2,500.

522 (8) The authority to charge a fee for the preparation and
523 delivery of the estoppel certificate must be established
524 annually by a written resolution adopted by the board or
525 provided by a written management, bookkeeping, or maintenance
526 contract ~~and is payable upon the preparation of the certificate.~~
527 ~~If the certificate is requested in conjunction with the sale or~~
528 ~~mortgage of a parcel but the closing does not occur and no later~~
529 ~~than 30 days after the closing date for which the certificate~~
530 ~~was sought the preparer receives a written request, accompanied~~
531 ~~by reasonable documentation, that the sale did not occur from a~~
532 ~~payor that is not the parcel owner, the fee shall be refunded to~~



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533 ~~that payor within 30 days after receipt of the request. The~~
534 ~~refund is the obligation of the parcel owner, and the~~
535 ~~association may collect it from that owner in the same manner as~~
536 ~~an assessment as provided in this section. The right to~~
537 ~~reimbursement may not be waived or modified by any contract or~~
538 ~~agreement. The prevailing party in any action brought to enforce~~
539 ~~a right of reimbursement shall be awarded damages and all~~
540 ~~applicable attorney fees and costs.~~

541 (9) An association may not directly or indirectly charge
542 any fee for an estoppel certificate other than those expressly
543 authorized by this section. Unauthorized fees or charges,
544 whether described as a convenience fee, archive fee, service
545 fee, processing fee, delivery fee, credit card fee,
546 certification fee, third-party fee, or any other fee or charge,
547 are void and may be ignored by the requestor of the certificate.

548 (10) If an estoppel certificate is requested in conjunction
549 with the sale or refinancing of a parcel, the fee for the
550 preparation and delivery of the estoppel certificate shall be
551 paid to the association from the closing or settlement proceeds.
552 If the closing does not occur, the fee for the preparation and
553 delivery of the estoppel certificate remains the obligation of
554 the parcel owner, and the association may collect the fee in the
555 same manner as an assessment against the parcel. The fees
556 specified in this section shall be adjusted every 5 years in an
557 amount equal to the total of the annual increases for that 5-
558 year period in the Consumer Price Index for All Urban Consumers,
559 U.S. City Average, All Items. The Department of Business and
560 Professional Regulation shall periodically calculate the fees,
561 rounded to the nearest dollar, and publish the amounts, as



562 ~~adjusted, on its website.~~

563 Section 6. This act shall take effect July 1, 2024.

564

565 ===== T I T L E A M E N D M E N T =====

566 And the title is amended as follows:

567 Delete everything before the enacting clause

568 and insert:

569 A bill to be entitled

570 An act relating to estoppel certificates; amending s.
571 468.4334, F.S.; prohibiting agreements that indemnify
572 a community association manager or community
573 association management firm for errors or omissions
574 relating to the provision or preparation of an
575 estoppel certificate; amending s. 468.436, F.S.;
576 revising acts that constitute grounds for which
577 certain disciplinary actions may be taken to include
578 specified actions relating to estoppel certificates;
579 making technical changes; amending ss. 718.116,
580 719.108, and 720.30851, F.S.; revising the time in
581 which a community association must provide an estoppel
582 certificate to a requestor; specifying the maximum
583 charges for an estoppel certificate to a specified
584 amount; requiring a community association to annually
585 establish the authority to charge a fee for an
586 estoppel certificate; limiting fees or charges for an
587 estoppel certificate to those specified by law;
588 deleting provisions providing for the adjustment of
589 fees for an estoppel certificate based on changes in
590 an inflation index; providing for the fee for the



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591 preparation and delivery of an estoppel certificate to
592 be paid from closing or settlement proceeds in certain
593 circumstances; providing an effective date.