

Glitch Bill – Conflicts & Criminal

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The 2017 Florida Statutes

Title XL

REAL AND PERSONAL PROPERTY

Chapter 718

CONDOMINIUMS

718.103 Definitions.—As used in this chapter, the term:

(1) “Assessment” means a share of the funds which are required for the payment of common expenses, which from time to time is assessed against the unit owner.

(2) “Association” means, in addition to any entity responsible for the operation of common elements owned in undivided shares by unit owners, any entity which operates or maintains other real property in which unit owners have use rights, where membership in the entity is composed exclusively of unit owners or their elected or appointed representatives and is a required condition of unit ownership.

(3) “Association property” means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the association for the use and benefit of its members.

(4) “Board of administration” or “board” means the board of directors or other representative body which is responsible for administration of the association.

(5) “Buyer” means a person who purchases a condominium unit. The term “purchaser” may be used interchangeably with the term “buyer.”

(6) “Bylaws” means the bylaws of the association as they are amended from time to time.

(7) “Committee” means a group of board members, unit owners, or board members and unit owners appointed by the board or a member of the board to make recommendations to the board regarding the proposed annual budget or to take action on behalf of the board.

(8) “Common elements” means the portions of the condominium property not included in the units.

(9) “Common expenses” means all expenses properly incurred by the association in the performance of its duties, including expenses specified in s. 718.115.

(10) “Common surplus” means the amount of all receipts or revenues, including assessments, rents, or profits, collected by a condominium association which exceeds common expenses.

32 (11) "Condominium" means that form of ownership of real property created pursuant to this chapter,
33 which is comprised entirely of units that may be owned by one or more persons, and in which there is,
34 appurtenant to each unit, an undivided share in common elements.

35 (12) "Condominium parcel" means a unit, together with the undivided share in the common elements
36 appurtenant to the unit.

37 (13) "Condominium property" means the lands, leaseholds, and personal property that are subjected
38 to condominium ownership, whether or not contiguous, and all improvements thereon and all
39 easements and rights appurtenant thereto intended for use in connection with the condominium.

40 (14) "Conspicuous type" means bold type in capital letters no smaller than the largest type, exclusive
41 of headings, on the page on which it appears and, in all cases, at least 10-point type. Where conspicuous
42 type is required, it must be separated on all sides from other type and print. Conspicuous type may be
43 used in a contract for purchase and sale of a unit, a lease of a unit for more than 5 years, or a prospectus
44 or offering circular only where required by law.

45 (15) "Declaration" or "declaration of condominium" means the instrument or instruments by which a
46 condominium is created, as they are from time to time amended.

47 (16) "Developer" means a person who creates a condominium or offers condominium parcels for sale
48 or lease in the ordinary course of business, but does not include:

49 (a) An owner or lessee of a condominium or cooperative unit who has acquired the unit for his or her
50 own occupancy;

51 (b) A cooperative association that creates a condominium by conversion of an existing residential
52 cooperative after control of the association has been transferred to the unit owners if, following the
53 conversion, the unit owners are the same persons who were unit owners of the cooperative and no
54 units are offered for sale or lease to the public as part of the plan of conversion;

55 (c) A bulk assignee or bulk buyer as defined in s. 718.703; or

56 (d) A state, county, or municipal entity acting as a lessor and not otherwise named as a developer in
57 the declaration of condominium.

58 (17) "Division" means the Division of Florida Condominiums, Timeshares, and Mobile Homes of the
59 Department of Business and Professional Regulation.

60 (18) "Governing documents" means:

61 (a) The declaration;

62 (b) The articles of incorporation and bylaws of the association; and

63 (c) Rules and regulations adopted under the authority of the declaration, articles of incorporation,
64 or bylaws.

65 ~~(18)~~ (19) "Land" means the surface of a legally described parcel of real property and includes, unless
66 otherwise specified in the declaration and whether separate from or including such surface, airspace
67 lying above and subterranean space lying below such surface. However, if so defined in the declaration,

68 the term "land" may mean all or any portion of the airspace or subterranean space between two legally
69 identifiable elevations and may exclude the surface of a parcel of real property and may mean any
70 combination of the foregoing, whether or not contiguous, or may mean a condominium unit.

71 ~~(1920)~~ "Limited common elements" means those common elements which are reserved for the use of
72 a certain unit or units to the exclusion of all other units, as specified in the declaration.

73 ~~(2021)~~ "Multicondominium" means a real estate development containing two or more condominiums,
74 all of which are operated by the same association.

75 ~~(2122)~~ "Operation" or "operation of the condominium" includes the administration and management
76 of the condominium property.

77 ~~(2223)~~ "Rental agreement" means any written agreement, or oral agreement if for less duration than 1
78 year, providing for use and occupancy of premises.

79 ~~(2324)~~ "Residential condominium" means a condominium consisting of two or more units, any of
80 which are intended for use as a private temporary or permanent residence, except that a condominium
81 is not a residential condominium if the use for which the units are intended is primarily commercial or
82 industrial and not more than three units are intended to be used for private residence, and are intended
83 to be used as housing for maintenance, managerial, janitorial, or other operational staff of the
84 condominium. With respect to a condominium that is not a timeshare condominium, a residential unit
85 includes a unit intended as a private temporary or permanent residence as well as a unit not intended
86 for commercial or industrial use. With respect to a timeshare condominium, the timeshare instrument
87 as defined in s. 721.05(35) shall govern the intended use of each unit in the condominium. If a
88 condominium is a residential condominium but contains units intended to be used for commercial or
89 industrial purposes, then, with respect to those units which are not intended for or used as private
90 residences, the condominium is not a residential condominium. A condominium which contains both
91 commercial and residential units is a mixed-use condominium and is subject to the requirements of s.
92 718.404.

93 ~~(2425)~~ "Special assessment" means any assessment levied against a unit owner other than the
94 assessment required by a budget adopted annually.

95 ~~(2526)~~ "Timeshare estate" means any interest in a unit under which the exclusive right of use,
96 possession, or occupancy of the unit circulates among the various purchasers of a timeshare plan
97 pursuant to chapter 721 on a recurring basis for a period of time.

98 ~~(2627)~~ "Timeshare unit" means a unit in which timeshare estates have been created.

99 ~~(2728)~~ "Unit" means a part of the condominium property which is subject to exclusive ownership. A
100 unit may be in improvements, land, or land and improvements together, as specified in the declaration.

101 ~~(2829)~~ "Unit owner" or "owner of a unit" means a record owner of legal title to a condominium parcel.

102 ~~(2930)~~ "Voting certificate" means a document which designates one of the record title owners, or the
103 corporate, partnership, or entity representative, who is authorized to vote on behalf of a condominium
104 unit that is owned by more than one owner or by any entity.

105 (3031) "Voting interests" means the voting rights distributed to the association members pursuant to
106 s. 718.104(4)(j). In a multicondominium association, the voting interests of the association are the voting
107 rights distributed to the unit owners in all condominiums operated by the association. On matters
108 related to a specific condominium in a multicondominium association, the voting interests of the
109 condominium are the voting rights distributed to the unit owners in that condominium.

110 History.—s. 1, ch. 76-222; s. 1, ch. 78-328; s. 2, ch. 80-3; s. 6, ch. 80-323; s. 1, ch. 84-368; s. 45, ch. 85-62;
111 s. 1, ch. 90-151; s. 1, ch. 91-103; s. 5, ch. 91-426; s. 1, ch. 92-49; s. 34, ch. 95-274; s. 850, ch. 97-102; s. 1,
112 ch. 98-322; s. 73, ch. 99-3; s. 48, ch. 2000-302; s. 19, ch. 2001-64; s. 34, ch. 2004-279; s. 12, ch. 2004-
113 353; s. 3, ch. 2007-80; s. 45, ch. 2008-240; s. 7, ch. 2010-174.

114 1718.111 The association.—

115 (1) CORPORATE ENTITY.—

116 (a) The operation of the condominium shall be by the association, which must be a Florida corporation
117 for profit or a Florida corporation not for profit. However, any association which was in existence on
118 January 1, 1977, need not be incorporated. The owners of units shall be shareholders or members of the
119 association. The officers and directors of the association have a fiduciary relationship to the unit owners.
120 It is the intent of the Legislature that nothing in this paragraph shall be construed as providing for or
121 removing a requirement of a fiduciary relationship between any manager employed by the association
122 and the unit owners. An officer, director, or manager may not solicit, offer to accept, or accept any thing
123 or service of value ~~or, including a~~ kickback ~~for which consideration has not been provided,~~ for his or her
124 own benefit or that of his or her immediate family, from any person providing or proposing to provide
125 goods or services to the association, unless the officer, director, or manager has provided fair market
126 consideration for the thing or service received. Any such officer, director, or manager who knowingly so
127 solicits, offers to accept, or accepts any thing or service of value ~~or, including a~~ kickback, is subject to a
128 ~~civil~~ penalty pursuant to s. 718.501(1)(d) ~~and, if applicable, a criminal penalty as provided in paragraph~~
129 ~~(d).~~ However, this paragraph does not prohibit an officer, director, or manager from accepting services
130 or items received in connection with trade fairs or education programs. An association may operate
131 more than one condominium.

132 (b) A director of the association who is present at a meeting of its board at which action on any
133 corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes
134 against such action or abstains from voting. A director of the association who abstains from voting on
135 any action taken on any corporate matter shall be presumed to have taken no position with regard to
136 the action. Directors may not vote by proxy or by secret ballot at board meetings, except that officers
137 may be elected by secret ballot. A vote or abstention for each member present shall be recorded in the
138 minutes.

139 (c) A unit owner does not have any authority to act for the association by reason of being a unit owner.

140 (d) As required by s. 617.0830, an officer, director, or agent shall discharge his or her duties in good
141 faith, with the care an ordinarily prudent person in a like position would exercise under similar
142 circumstances, and in a manner he or she reasonably believes to be in the interests of the association.
143 An officer, director, or agent shall be liable for monetary damages as provided in s. 617.0834 if such
144 officer, director, or agent breached or failed to perform his or her duties and the breach of, or failure to

145 perform, his or her duties constitutes a violation of criminal law as provided in s. 617.0834; constitutes a
146 transaction from which the officer or director derived an improper personal benefit, either directly or
147 indirectly; or constitutes recklessness or an act or omission that was in bad faith, with malicious
148 purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
149 ~~Forgery of a ballot envelope or voting certificate used in a condominium association election is~~
150 ~~punishable as provided in s. 831.01, t~~The theft or embezzlement of funds of a condominium association
151 is punishable as theft as provided in s. 812.014, and the destruction of ~~or the refusal to allow inspection~~
152 ~~or copying of~~ an official record of a condominium association ~~that is accessible to unit owners within the~~
153 ~~time periods required by general law~~ in furtherance of any crime is punishable as obstruction of justice
154 as provided in s. 843.02, and if knowing that a criminal trial or proceeding or an investigation by a duly
155 constituted prosecuting authority, law enforcement agency, grand jury or legislative committee of this
156 state is pending or is about to be instituted, is also punishable as tampering with physical evidence as
157 provided in s. 918.13 ~~or as obstruction of justice as provided in chapter 843~~. An officer or director
158 charged by information or indictment with a crime referenced in this paragraph ~~must be removed~~shall
159 be suspended from office, and the vacancy shall be filled as provided in s. 718.112(2)(d)2. until the end
160 of ~~the officer's or director's~~that person's period of suspension or the end of his or her term of office,
161 whichever occurs first. If a ~~criminal~~ charge for a crime referenced in this paragraph is pending against
162 ~~the officer or director~~ a person, he or she may not be appointed or elected to a position as an officer or a
163 director of any association and may not have access to the official records of any association, except
164 pursuant to a court order. However, if the charges are resolved without a finding of guilt, ~~the~~that person
165 is again eligible to serve as an officer or director and if suspended must be reinstated for the remainder
166 of his or her term of office, if any, and shall also thereupon regain the right of access to association
167 official records.

168 (2) POWERS AND DUTIES.—The powers and duties of the association include those set forth in this
169 section and, except as expressly limited or restricted in this chapter, those set forth in the declaration
170 and bylaws and part I of chapter 607 and chapter 617, as applicable.

171 (3) POWER TO MANAGE CONDOMINIUM PROPERTY AND TO CONTRACT, SUE, AND BE SUED; CONFLICT
172 OF INTEREST.—

173 (a) The association may contract, sue, or be sued with respect to the exercise or nonexercise of its
174 powers. For these purposes, the powers of the association include, but are not limited to, the
175 maintenance, management, and operation of the condominium property. After control of the
176 association is obtained by unit owners other than the developer, the association may institute, maintain,
177 settle, or appeal actions or hearings in its name on behalf of all unit owners concerning matters of
178 common interest to most or all unit owners, including, but not limited to, the common elements; the
179 roof and structural components of a building or other improvements; mechanical, electrical, and
180 plumbing elements serving an improvement or a building; representations of the developer pertaining
181 to any existing or proposed commonly used facilities; and protesting ad valorem taxes on commonly
182 used facilities and on units; and may defend actions in eminent domain or bring inverse condemnation
183 actions. If the association has the authority to maintain a class action, the association may be joined in
184 an action as representative of that class with reference to litigation and disputes involving the matters
185 for which the association could bring a class action. Nothing herein limits any statutory or common-law
186 right of any individual unit owner or class of unit owners to bring any action without participation by the
187 association which may otherwise be available.

188 (b) An association may not hire an attorney who represents the management company of the
189 association, except where permitted by the Rules of Professional Conduct as promulgated by the
190 Florida Supreme Court [NTD: This change is an attempt to address the constitutionality of this provision;
191 however, it is still recommended that this entire provision be removed.].

192 (4) ASSESSMENTS; MANAGEMENT OF COMMON ELEMENTS.—The association has the power to make
193 and collect assessments and to lease, maintain, repair, and replace the common elements or association
194 property; however, the association may not charge a use fee against a unit owner for the use of
195 common elements or association property unless otherwise provided for in the declaration of
196 condominium or by a majority vote of the association or unless the charges relate to expenses incurred
197 by an owner having exclusive use of the common elements or association property.

198 (5) RIGHT OF ACCESS TO UNITS.—

199 (a) The association has the irrevocable right of access to each unit during reasonable hours, when
200 necessary for the maintenance, repair, or replacement of any common elements or of any portion of a
201 unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage
202 to the common elements or to a unit.

203 (b)1. In addition to the association's right of access in paragraph (a) and regardless of whether
204 authority is provided in the declaration or other recorded condominium documents, an association, at
205 the sole discretion of the board, may enter an abandoned unit to inspect the unit and adjoining common
206 elements; make repairs to the unit or to the common elements serving the unit, as needed; repair the
207 unit if mold or deterioration is present; turn on the utilities for the unit; or otherwise maintain, preserve,
208 or protect the unit and adjoining common elements. For purposes of this paragraph, a unit is presumed
209 to be abandoned if:

210 a. The unit is the subject of a foreclosure action and no tenant appears to have resided in the unit for
211 at least 4 continuous weeks without prior written notice to the association; or

212 b. No tenant appears to have resided in the unit for 2 consecutive months without prior written notice
213 to the association, and the association is unable to contact the owner or determine the whereabouts of
214 the owner after reasonable inquiry.

215 2. Except in the case of an emergency, an association may not enter an abandoned unit until 2 days
216 after notice of the association's intent to enter the unit has been mailed or hand-delivered to the owner
217 at the address of the owner as reflected in the records of the association. The notice may be given by
218 electronic transmission to unit owners who previously consented to receive notice by electronic
219 transmission.

220 3. Any expense incurred by an association pursuant to this paragraph is chargeable to the unit owner
221 and enforceable as an assessment pursuant to s. 718.116, and the association may use its lien authority
222 provided by s. 718.116 to enforce collection of the expense.

223 4. The association may petition a court of competent jurisdiction to appoint a receiver to lease out an
224 abandoned unit for the benefit of the association to offset against the rental income the association's
225 costs and expenses of maintaining, preserving, and protecting the unit and the adjoining common

226 elements, including the costs of the receivership and all unpaid assessments, interest, administrative
227 late fees, costs, and reasonable attorney fees.

228 (6) OPERATION OF CONDOMINIUMS CREATED PRIOR TO 1977.—Notwithstanding any provision of this
229 chapter, an association may operate two or more residential condominiums in which the initial
230 condominium declaration was recorded prior to January 1, 1977, and may continue to so operate such
231 condominiums as a single condominium for purposes of financial matters, including budgets,
232 assessments, accounting, recordkeeping, and similar matters, if provision is made for such consolidated
233 operation in the applicable declarations of each such condominium or in the bylaws. An association for
234 such condominiums may also provide for consolidated financial operation as described in this section
235 either by amending its declaration pursuant to s. 718.110(1)(a) or by amending its bylaws and having the
236 amendment approved by not less than two-thirds of the total voting interests. Notwithstanding any
237 provision in this chapter, common expenses for residential condominiums in such a project being
238 operated by a single association may be assessed against all unit owners in such project pursuant to the
239 proportions or percentages established therefor in the declarations as initially recorded or in the bylaws
240 as initially adopted, subject, however, to the limitations of ss. 718.116 and 718.302.

241 (7) TITLE TO PROPERTY.—

242 (a) The association has the power to acquire title to property or otherwise hold, convey, lease, and
243 mortgage association property for the use and benefit of its members. The power to acquire personal
244 property shall be exercised by the board of administration. Except as otherwise permitted in subsections
245 (8) and (9) and in s. 718.114, no association may acquire, convey, lease, or mortgage association real
246 property except in the manner provided in the declaration, and if the declaration does not specify the
247 procedure, then approval of 75 percent of the total voting interests shall be required.

248 (b) Subject to the provisions of s. 718.112(2)(m), the association, through its board, has the limited
249 power to convey a portion of the common elements to a condemning authority for the purposes of
250 providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as
251 a result of eminent domain proceedings.

252 (8) PURCHASE OF LEASES.—The association has the power to purchase any land or recreation lease,
253 subject to the same manner of approval as in s. 718.114 for the acquisition of leaseholds.

254 (9) PURCHASE OF UNITS.—The association has the power, unless prohibited by the declaration, articles
255 of incorporation, or bylaws of the association, to purchase units in the condominium and to acquire and
256 hold, lease, mortgage, and convey them. There shall be no limitation on the association's right to
257 purchase a unit at a foreclosure sale resulting from the association's foreclosure of its lien for unpaid
258 assessments, or to take title by deed in lieu of foreclosure. However, except for a timeshare
259 condominium, a board member, manager, or management company may not purchase a unit at a
260 foreclosure sale resulting from the association's foreclosure of its lien for unpaid assessments or take
261 title by deed in lieu of foreclosure.

262 (10) EASEMENTS.—Unless prohibited by the declaration, the board of administration has the
263 authority, without the joinder of any unit owner, to grant, modify, or move any easement if the
264 easement constitutes part of or crosses the common elements or association property. This subsection
265 does not authorize the board of administration to modify, move, or vacate any easement created in

266 whole or in part for the use or benefit of anyone other than the unit owners, or crossing the property of
267 anyone other than the unit owners, without the consent or approval of those other persons having the
268 use or benefit of the easement, as required by law or by the instrument creating the easement. Nothing
269 in this subsection affects the minimum requirements of s. 718.104(4)(n) or the powers enumerated in
270 subsection (3).

271 (11) INSURANCE.—In order to protect the safety, health, and welfare of the people of the State of
272 Florida and to ensure consistency in the provision of insurance coverage to condominiums and their unit
273 owners, this subsection applies to every residential condominium in the state, regardless of the date of
274 its declaration of condominium. It is the intent of the Legislature to encourage lower or stable insurance
275 premiums for associations described in this subsection.

276 (a) Adequate property insurance, regardless of any requirement in the declaration of condominium for
277 coverage by the association for full insurable value, replacement cost, or similar coverage, must be
278 based on the replacement cost of the property to be insured as determined by an independent
279 insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least
280 once every 36 months.

281 1. An association or group of associations may provide adequate property insurance through a self-
282 insurance fund that complies with the requirements of ss. 624.460-624.488.

283 2. The association may also provide adequate property insurance coverage for a group of at least three
284 communities created and operating under this chapter, chapter 719, chapter 720, or chapter 721 by
285 obtaining and maintaining for such communities insurance coverage sufficient to cover an amount equal
286 to the probable maximum loss for the communities for a 250-year windstorm event. Such probable
287 maximum loss must be determined through the use of a competent model that has been accepted by
288 the Florida Commission on Hurricane Loss Projection Methodology. A policy or program providing such
289 coverage may not be issued or renewed after July 1, 2008, unless it has been reviewed and approved by
290 the Office of Insurance Regulation. The review and approval must include approval of the policy and
291 related forms pursuant to ss. 627.410 and 627.411, approval of the rates pursuant to s. 627.062, a
292 determination that the loss model approved by the commission was accurately and appropriately
293 applied to the insured structures to determine the 250-year probable maximum loss, and a
294 determination that complete and accurate disclosure of all material provisions is provided to
295 condominium unit owners before execution of the agreement by a condominium association.

296 3. When determining the adequate amount of property insurance coverage, the association may
297 consider deductibles as determined by this subsection.

298 (b) If an association is a developer-controlled association, the association shall exercise its best efforts
299 to obtain and maintain insurance as described in paragraph (a). Failure to obtain and maintain adequate
300 property insurance during any period of developer control constitutes a breach of fiduciary
301 responsibility by the developer-appointed members of the board of directors of the association, unless
302 the members can show that despite such failure, they have made their best efforts to maintain the
303 required coverage.

304 (c) Policies may include deductibles as determined by the board.

305 1. The deductibles must be consistent with industry standards and prevailing practice for communities
306 of similar size and age, and having similar construction and facilities in the locale where the
307 condominium property is situated.

308 2. The deductibles may be based upon available funds, including reserve accounts, or predetermined
309 assessment authority at the time the insurance is obtained.

310 3. The board shall establish the amount of deductibles based upon the level of available funds and
311 predetermined assessment authority at a meeting of the board in the manner set forth in s.
312 718.112(2)(e).

313 (d) An association controlled by unit owners operating as a residential condominium shall use its best
314 efforts to obtain and maintain adequate property insurance to protect the association, the association
315 property, the common elements, and the condominium property that must be insured by the
316 association pursuant to this subsection.

317 (e) The declaration of condominium as originally recorded, or as amended pursuant to procedures
318 provided therein, may provide that condominium property consisting of freestanding buildings
319 comprised of no more than one building in or on such unit need not be insured by the association if the
320 declaration requires the unit owner to obtain adequate insurance for the condominium property. An
321 association may also obtain and maintain liability insurance for directors and officers, insurance for the
322 benefit of association employees, and flood insurance for common elements, association property, and
323 units.

324 (f) Every property insurance policy issued or renewed on or after January 1, 2009, for the purpose of
325 protecting the condominium must provide primary coverage for:

326 1. All portions of the condominium property as originally installed or replacement of like kind and
327 quality, in accordance with the original plans and specifications.

328 2. All alterations or additions made to the condominium property or association property pursuant to
329 s. 718.113(2).

330 3. The coverage must exclude all personal property within the unit or limited common elements, and
331 floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in
332 cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and
333 similar window treatment components, or replacements of any of the foregoing which are located
334 within the boundaries of the unit and serve only such unit. Such property and any insurance thereupon
335 is the responsibility of the unit owner.

336 (g) A condominium unit owner policy must conform to the requirements of s. 627.714.

337 1. All reconstruction work after a property loss must be undertaken by the association except as
338 otherwise authorized in this section. A unit owner may undertake reconstruction work on portions of
339 the unit with the prior written consent of the board of administration. However, such work may be
340 conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or
341 the contract that is used for that purpose. A unit owner must obtain all required governmental permits
342 and approvals before commencing reconstruction.

343 2. Unit owners are responsible for the cost of reconstruction of any portions of the condominium
344 property for which the unit owner is required to carry property insurance, or for which the unit owner is
345 responsible under paragraph (j), and the cost of any such reconstruction work undertaken by the
346 association is chargeable to the unit owner and enforceable as an assessment and may be collected in
347 the manner provided for the collection of assessments pursuant to s. 718.116.

348 3. A multicondominium association may elect, by a majority vote of the collective members of the
349 condominiums operated by the association, to operate the condominiums as a single condominium for
350 purposes of insurance matters, including, but not limited to, the purchase of the property insurance
351 required by this section and the apportionment of deductibles and damages in excess of coverage. The
352 election to aggregate the treatment of insurance premiums, deductibles, and excess damages
353 constitutes an amendment to the declaration of all condominiums operated by the association, and the
354 costs of insurance must be stated in the association budget. The amendments must be recorded as
355 required by s. 718.110.

356 (h) The association shall maintain insurance or fidelity bonding of all persons who control or disburse
357 funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will
358 be in the custody of the association or its management agent at any one time. As used in this paragraph,
359 the term "persons who control or disburse funds of the association" includes, but is not limited to, those
360 individuals authorized to sign checks on behalf of the association, and the president, secretary, and
361 treasurer of the association. The association shall bear the cost of any such bonding.

362 (i) The association may amend the declaration of condominium without regard to any requirement for
363 approval by mortgagees of amendments affecting insurance requirements for the purpose of
364 conforming the declaration of condominium to the coverage requirements of this subsection.

365 (j) Any portion of the condominium property that must be insured by the association against property
366 loss pursuant to paragraph (f) which is damaged by an insurable event shall be reconstructed, repaired,
367 or replaced as necessary by the association as a common expense. In the absence of an insurable event,
368 the association or the unit owners shall be responsible for the reconstruction, repair, or replacement as
369 determined by the maintenance provisions of the declaration or bylaws. All property insurance
370 deductibles and other damages in excess of property insurance coverage under the property insurance
371 policies maintained by the association are a common expense of the condominium, except that:

372 1. A unit owner is responsible for the costs of repair or replacement of any portion of the
373 condominium property not paid by insurance proceeds if such damage is caused by intentional conduct,
374 negligence, or failure to comply with the terms of the declaration or the rules of the association by a
375 unit owner, the members of his or her family, unit occupants, tenants, guests, or invitees, without
376 compromise of the subrogation rights of the insurer.

377 2. The provisions of subparagraph 1. regarding the financial responsibility of a unit owner for the costs
378 of repairing or replacing other portions of the condominium property also apply to the costs of repair or
379 replacement of personal property of other unit owners or the association, as well as other property,
380 whether real or personal, which the unit owners are required to insure.

381 3. To the extent the cost of repair or reconstruction for which the unit owner is responsible under this
382 paragraph is reimbursed to the association by insurance proceeds, and the association has collected the

383 cost of such repair or reconstruction from the unit owner, the association shall reimburse the unit
384 owner without the waiver of any rights of subrogation.

385 4. The association is not obligated to pay for reconstruction or repairs of property losses as a common
386 expense if the property losses were known or should have been known to a unit owner and were not
387 reported to the association until after the insurance claim of the association for that property was
388 settled or resolved with finality, or denied because it was untimely filed.

389 (k) An association may, upon the approval of a majority of the total voting interests in the association,
390 opt out of the provisions of paragraph (j) for the allocation of repair or reconstruction expenses and
391 allocate repair or reconstruction expenses in the manner provided in the declaration as originally
392 recorded or as amended. Such vote may be approved by the voting interests of the association without
393 regard to any mortgagee consent requirements.

394 (l) In a multicondominium association that has not consolidated its financial operations under
395 subsection (6), any condominium operated by the association may opt out of the provisions of
396 paragraph (j) with the approval of a majority of the total voting interests in that condominium. Such
397 vote may be approved by the voting interests without regard to any mortgagee consent requirements.

398 (m) Any association or condominium voting to opt out of the guidelines for repair or reconstruction
399 expenses as described in paragraph (j) must record a notice setting forth the date of the opt-out vote
400 and the page of the official records book on which the declaration is recorded. The decision to opt out is
401 effective upon the date of recording of the notice in the public records by the association. An association
402 that has voted to opt out of paragraph (j) may reverse that decision by the same vote required in
403 paragraphs (k) and (l), and notice thereof shall be recorded in the official records.

404 (n) The association is not obligated to pay for any reconstruction or repair expenses due to property
405 loss to any improvements installed by a current or former owner of the unit or by the developer if the
406 improvement benefits only the unit for which it was installed and is not part of the standard
407 improvements installed by the developer on all units as part of original construction, whether or not
408 such improvement is located within the unit. This paragraph does not relieve any party of its obligations
409 regarding recovery due under any insurance implemented specifically for such improvements.

410 (o) The provisions of this subsection shall not apply to timeshare condominium associations. Insurance
411 for timeshare condominium associations shall be maintained pursuant to s. 721.165.

412 (12) OFFICIAL RECORDS.—

413 (a) From the inception of the association, the association shall maintain each of the following items, if
414 applicable, which constitutes the official records of the association:

415 1. A copy of the plans, permits, warranties, and other items provided by the developer pursuant to s.
416 718.301(4).

417 2. A photocopy of the recorded declaration of condominium of each condominium operated by the
418 association and each amendment to each declaration.

419 3. A photocopy of the recorded bylaws of the association and each amendment to the bylaws.

- 420 4. A certified copy of the articles of incorporation of the association, or other documents creating the
421 association, and each amendment thereto.
- 422 5. A copy of the current rules of the association.
- 423 6. A book or books that contain the minutes of all meetings of the association, the board of
424 administration, and the unit owners, which minutes must be retained for at least 7 years.
- 425 7. A current roster of all unit owners and their mailing addresses, unit identifications, voting
426 certifications, and, if known, telephone numbers. The association shall also maintain the electronic
427 mailing addresses and facsimile numbers of unit owners consenting to receive notice by electronic
428 transmission. The electronic mailing addresses and facsimile numbers are not accessible to unit owners
429 if consent to receive notice by electronic transmission is not provided in accordance with sub-
430 subparagraph (c)3.e. However, the association is not liable for an inadvertent disclosure of the
431 electronic mail address or facsimile number for receiving electronic transmission of notices.
- 432 8. All current insurance policies of the association and condominiums operated by the association.
- 433 9. A current copy of any management agreement, lease, or other contract to which the association is a
434 party or under which the association or the unit owners have an obligation or responsibility.
- 435 10. Bills of sale or transfer for all property owned by the association.
- 436 11. Accounting records for the association and separate accounting records for each condominium
437 that the association operates. All accounting records must be maintained for at least 7 years. Any person
438 who knowingly or intentionally defaces or destroys such records, or who knowingly or intentionally fails
439 to create or maintain such records, with the intent of causing harm to the association or one or more of
440 its members, is personally subject to a civil penalty pursuant to s. 718.501(1)(d). The accounting records
441 must include, but are not limited to:
- 442 a. Accurate, itemized, and detailed records of all receipts and expenditures.
- 443 b. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit
444 designating the name of the unit owner, the due date and amount of each assessment, the amount paid
445 on the account, and the balance due.
- 446 c. All audits, reviews, accounting statements, and financial reports of the association or condominium.
- 447 d. All contracts for work to be performed. Bids for ~~work to be performed~~ materials, equipment or
448 services to be provided are also considered official records and must be maintained by the association.
- 449 e. A report of the names of all of the financial institutions with which the association maintains
450 accounts.
- 451 12. Ballots, sign-in sheets, voting proxies, and all other papers relating to voting by unit owners, which
452 must be maintained for 1 year from the date of the election, vote, or meeting to which the document
453 relates, notwithstanding paragraph (b).
- 454 13. All rental records if the association is acting as agent for the rental of condominium units.
- 455 14. A copy of the current question and answer sheet as described in s. 718.504.

456 [15. A copy of the inspection report as described in s. 718.301\(4\)\(p\).](#)

457 ~~15~~16. All other written records of the association not specifically included in the foregoing which are
458 related to the operation of the association.

459 ~~16. A copy of the inspection report as described in s. 718.301(4)(p).~~

460 ~~17. Bids for materials, equipment, or services.~~

461 (b) The official records of the association must be maintained within the state for at least 7 years. The
462 records of the association shall be made available to a unit owner within 45 miles of the condominium
463 property or within the county in which the condominium property is located within 5 working days after
464 receipt of a written request by the board or its designee. However, such distance requirement does not
465 apply to an association governing a timeshare condominium. This paragraph may be complied with by
466 having a copy of the official records of the association available for inspection or copying on the
467 condominium property or association property, or the association may offer the option of making the
468 records available to a unit owner electronically via the Internet or by allowing the records to be viewed
469 in electronic format on a computer screen and printed upon request. The association is not responsible
470 for the use or misuse of the information provided to an association member or his or her authorized
471 representative pursuant to the compliance requirements of this chapter unless the association has an
472 affirmative duty not to disclose such information pursuant to this chapter.

473 (c)1. The official records of the association are open to inspection by any association member or the
474 authorized representative of such member at all reasonable times. The right to inspect the records
475 includes the right to make or obtain copies, at the reasonable expense, if any, of the member or
476 authorized representative of such member. A renter ~~of a unit~~ [who is not acting as an authorized](#)
477 [representative of a member](#) has a right to inspect and ~~copy, at the reasonable expense, if any, of the~~
478 [renter, obtain copies of](#) the association's ~~bylaws and rules~~ [governing documents](#). The association may
479 adopt reasonable rules regarding the frequency, time, location, notice, and manner of record
480 inspections and copying. The failure of an association to provide the records within 10 working days
481 after receipt of a written request creates a rebuttable presumption that the association willfully failed to
482 comply with this paragraph. A unit owner who is denied access to official records is entitled to the actual
483 damages or minimum damages for the association's willful failure to comply. Minimum damages are
484 \$50 per calendar day for up to 10 days, beginning on the 11th working day after receipt of the written
485 request. The failure to permit inspection entitles any person prevailing in an enforcement action to
486 recover reasonable attorney fees from the person in control of the records who, directly or indirectly,
487 knowingly denied access to the records.

488 2. Any person who knowingly or intentionally defaces or destroys accounting records that are required
489 by this chapter to be maintained during the period for which such records are required to be
490 maintained, or who knowingly or intentionally fails to create or maintain accounting records that are
491 required to be created or maintained, with the intent of causing harm to the association or one or more
492 of its members, is personally subject to a civil penalty pursuant to s. 718.501(1)(d).

493 3. The association shall maintain an adequate number of copies of the declaration, articles of
494 incorporation, bylaws, and rules, and all amendments to each of the foregoing, as well as the question
495 and answer sheet as described in s. 718.504 and year-end financial information required under this

496 section, on the condominium property to ensure their availability to unit owners and prospective
497 purchasers, and may charge its actual costs for preparing and furnishing these documents to those
498 requesting the documents. An association shall allow a member or his or her authorized representative
499 to use a portable device, including a smartphone, tablet, portable scanner, or any other technology
500 capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of
501 the association's providing the member or his or her authorized representative with a copy of such
502 records. The association may not charge a member or his or her authorized representative for the use of
503 a portable device. Notwithstanding this paragraph, the following records are not accessible to unit
504 owners:

505 a. Any record protected by the lawyer-client privilege as described in s. 90.502 and any record
506 protected by the work-product privilege, including a record prepared by an association attorney or
507 prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation
508 strategy, or legal theory of the attorney or the association, and which was prepared exclusively for civil
509 or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation
510 of such litigation or proceedings until the conclusion of the litigation or proceedings.

511 b. Information obtained by an association in connection with the approval of the lease, sale, or other
512 transfer of a unit.

513 c. Personnel records of association or management company employees, including, but not limited to,
514 disciplinary, payroll, health, and insurance records. For purposes of this sub-subparagraph, the term
515 "personnel records" does not include written employment agreements with an association employee or
516 management company, or budgetary or financial records that indicate the compensation paid to an
517 association employee.

518 d. Medical records of unit owners.

519 e. Social security numbers, driver license numbers, credit card numbers, e-mail addresses, telephone
520 numbers, facsimile numbers, emergency contact information, addresses of a unit owner other than as
521 provided to fulfill the association's notice requirements, and other personal identifying information of
522 any person, excluding the person's name, unit designation, mailing address, property address, and any
523 address, e-mail address, or facsimile number provided to the association to fulfill the association's
524 notice requirements. Notwithstanding the restrictions in this sub-subparagraph, an association may
525 print and distribute to parcel owners a directory containing the name, parcel address, and all telephone
526 numbers of each parcel owner. However, an owner may exclude his or her telephone numbers from the
527 directory by so requesting in writing to the association. An owner may consent in writing to the
528 disclosure of other contact information described in this sub-subparagraph. The association is not liable
529 for the inadvertent disclosure of information that is protected under this sub-subparagraph if the
530 information is included in an official record of the association and is voluntarily provided by an owner
531 and not requested by the association.

532 f. Electronic security measures that are used by the association to safeguard data, including
533 passwords.

534 g. The software and operating system used by the association which allow the manipulation of data,
535 even if the owner owns a copy of the same software used by the association. The data is part of the
536 official records of the association.

537 (d) The association shall prepare a question and answer sheet as described in s. 718.504, and shall
538 update it annually.

539 (e)1. The association or its authorized agent is not required to provide a prospective purchaser or
540 lienholder with information about the condominium or the association other than information or
541 documents required by this chapter to be made available or disclosed. The association or its authorized
542 agent may charge a reasonable fee to the prospective purchaser, lienholder, or the current unit owner
543 for providing good faith responses to requests for information by or on behalf of a prospective
544 purchaser or lienholder, other than that required by law, if the fee does not exceed \$150 plus the
545 reasonable cost of photocopying and any attorney's fees incurred by the association in connection with
546 the response.

547 2. An association and its authorized agent are not liable for providing such information in good faith
548 pursuant to a written request if the person providing the information includes a written statement in
549 substantially the following form: "The responses herein are made in good faith and to the best of my
550 ability as to their accuracy."

551 (f) An outgoing board or committee member must relinquish all official records and property of the
552 association in his or her possession or under his or her control to the incoming board within 5 days after
553 the election. The division shall impose a civil penalty as set forth in s. 718.501(1)(d)6. against an
554 outgoing board or committee member who willfully and knowingly fails to relinquish such records and
555 property.

556 (g)~~1~~ By July 1, 2018, an association with 150 or more units which does not manage timeshare units
557 shall post digital copies of the documents specified in subparagraph 2. on its website.

558 a. The association's website must be:

559 (I) An independent website or web portal wholly owned and operated by the association; or

560 (II) A website or web portal operated by a third-party provider with whom the association owns,
561 leases, rents, or otherwise obtains the right to operate a web page, subpage, web portal, or collection of
562 subpages or web portals dedicated to the association's activities and on which required notices, records,
563 and documents may be posted by the association.

564 (III) Any domain name registered for an association's website must be owned by the association in the
565 association's own name.

566 b. The association's website must be accessible through the Internet and must contain a subpage, web
567 portal, or other protected electronic location that is inaccessible to the general public and accessible
568 only to unit owners ~~and employees of~~, the association, and their respective authorized representatives.

569 c. Upon a unit owner's written request, the association must provide the unit owner with a username
570 and password and access to the protected sections of the association's website that contain any notices,
571 records, or documents that must be electronically provided.

572 2. A current copy of the following documents must be posted in digital format on the association's
573 website, provided that the association's failure to comply with this subparagraph shall not invalidate any
574 otherwise valid action of the association:

575 a. The recorded declaration of condominium of each condominium operated by the association and
576 each amendment to each declaration.

577 b. The recorded bylaws of the association and each amendment to the bylaws.

578 c. The articles of incorporation of the association, or other documents creating the association, and
579 each amendment thereto. The copy posted pursuant to this sub-subparagraph must be a copy of the
580 articles of incorporation filed with the Department of State.

581 d. The rules of the association.

582 e. Any management agreement, lease, or other contract to which the association is a party or under
583 which the association or the unit owners have an obligation or responsibility. ~~Summaries of b~~Bids for
584 materials, equipment, or services must be ~~maintained~~posted on the website for not less than 1 year.

585 f. The annual budget required by s. 718.112(2)(f) ~~and any proposed budget to be considered at the~~
586 ~~annual meeting.~~

587 g. The financial report required by subsection (13) ~~and any proposed financial report to be considered~~
588 ~~at a meeting.~~

589 h. The certification of each director required by s. 718.112(2)(d)4.b.

590 ~~i. All contracts or transactions between the association and any director, officer, corporation, firm, or~~
591 ~~association that is not an affiliated condominium association or any other entity in which an association~~
592 ~~director is also a director or officer and financially interested.~~

593 ~~j.~~ Any ~~contract or document~~disclosures regarding a conflict of interest or possible conflict of interest
594 as ~~provided in~~required by ss. 468.436(2) and 718.3026(3).

595 ~~k.~~ The notice of any unit owner meeting and the agenda for the meeting, as required by s.
596 718.112(2)(d)3., no later than 14 days before the meeting. The notice must be posted in plain view on
597 the front page of the website, or on a separate subpage of the website labeled "Notices" which is
598 conspicuously visible and linked from the front page. The association must also post on its website any
599 document to be considered and voted on by the owners during the meeting or any document listed on
600 the agenda at least 7 days before the meeting at which the document or the information within the
601 document will be considered.

602 ~~l.~~ Notice of any board meeting, the agenda, and any ~~other document required for the meeting as~~
603 ~~required by s. 718.112(2)(c), which~~attachment to the notice, must be posted no later than the date
604 required for notice pursuant to s. 718.112(2)(c).

605 3. The association shall ensure that the information and records described in paragraph (c), which are
606 not permitted to be accessible to unit owners, are not posted on the association's website. If protected
607 information or information restricted from being accessible to unit owners is included in documents that

608 are required to be posted on the association’s website, the association shall ensure the information is
609 redacted before posting the documents online.

610 (13) FINANCIAL REPORTING.—Within 90 days after the end of the fiscal year, or annually on a date
611 provided in the bylaws, the association shall prepare and complete, or contract for the preparation and
612 completion of, a financial report for the preceding fiscal year. Within 21 days after the final financial
613 report is completed by the association or received from the third party, but not later than 120 days after
614 the end of the fiscal year or other date as provided in the bylaws, the association shall mail to each unit
615 owner at the address last furnished to the association by the unit owner, or hand deliver to each unit
616 owner, a copy of the most recent [annual](#) financial report or a notice that a copy of the most recent
617 [annual](#) financial report will be mailed or hand delivered to the unit owner, without charge, within 5
618 business days after receipt of a written request from the unit owner. The division shall adopt rules
619 setting forth uniform accounting principles and standards to be used by all associations and addressing
620 the financial reporting requirements for multicondominium associations. The rules must include, but not
621 be limited to, standards for presenting a summary of association reserves, including a good faith
622 estimate disclosing the annual amount of reserve funds that would be necessary for the association to
623 fully fund reserves for each reserve item based on the straight-line accounting method. This disclosure is
624 not applicable to reserves funded via the pooling method. In adopting such rules, the division shall
625 consider the number of members and annual revenues of an association. Financial reports shall be
626 prepared as follows:

627 (a) An association that meets the criteria of this paragraph shall prepare a complete set of financial
628 statements in accordance with generally accepted accounting principles. The financial statements must
629 be based upon the association’s total annual revenues, as follows:

- 630 1. An association with total annual revenues of \$150,000 or more, but less than \$300,000, shall
631 prepare compiled financial statements.
- 632 2. An association with total annual revenues of at least \$300,000, but less than \$500,000, shall prepare
633 reviewed financial statements.
- 634 3. An association with total annual revenues of \$500,000 or more shall prepare audited financial
635 statements.

636 (b)1. An association with total annual revenues of less than \$150,000 shall prepare a report of cash
637 receipts and expenditures.

638 2. A report of cash receipts and disbursements must disclose the amount of receipts by accounts and
639 receipt classifications and the amount of expenses by accounts and expense classifications, including,
640 but not limited to, the following, as applicable: costs for security, professional and management fees
641 and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services,
642 expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and
643 salary expenses, and reserves accumulated and expended for capital expenditures, deferred
644 maintenance, and any other category for which the association maintains reserves.

645 (c) An association may prepare, without a meeting of or approval by the unit owners:

- 646 1. Compiled, reviewed, or audited financial statements, if the association is required to prepare a
647 report of cash receipts and expenditures;
- 648 2. Reviewed or audited financial statements, if the association is required to prepare compiled
649 financial statements; or
- 650 3. Audited financial statements if the association is required to prepare reviewed financial statements.
- 651 (d) If approved by a majority of the voting interests present at a properly called meeting of the
652 association, an association may prepare:
- 653 1. A report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial
654 statement;
- 655 2. A report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or
656 audited financial statement; or
- 657 3. A report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial
658 statement in lieu of an audited financial statement.

659

660 Such meeting and approval must occur before the end of the fiscal year and is effective only for the
661 fiscal year in which the vote is taken, except that the approval may also be effective for the following
662 fiscal year. If the developer has not turned over control of the association, all unit owners, including the
663 developer, may vote on issues related to the preparation of the association's financial reports, from the
664 date of incorporation of the association through the end of the second fiscal year after the fiscal year in
665 which the certificate of a surveyor and mapper is recorded pursuant to s. 718.104(4)(e) or an instrument
666 that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of
667 developer rights in favor of the grantee of such unit is recorded, whichever occurs first. Thereafter, all
668 unit owners except the developer may vote on such issues until control is turned over to the association
669 by the developer. Any audit or review prepared under this section shall be paid for by the developer if
670 done before turnover of control of the association.

671 (e) A unit owner may provide written notice to the division of the association's failure to mail or hand
672 deliver him or her a copy of the most recent financial report within 5 business days after he or she
673 submitted a written request to the association for a copy of such report. If the division determines that
674 the association failed to mail or hand deliver a copy of the most recent financial report to the unit
675 owner, the division shall provide written notice to the association that the association must mail or hand
676 deliver a copy of the most recent financial report to the unit owner and the division within 5 business
677 days after it receives such notice from the division. An association that fails to comply with the division's
678 request may not waive the financial reporting requirement provided in paragraph (d) [for a period of](#)
679 [time as determined by the division, not to exceed 3 years](#). A financial report received by the division
680 pursuant to this paragraph shall be maintained, and the division shall provide a copy of such report to an
681 association member upon his or her request.

682 (14) COMMINGLING.—All funds collected by an association shall be maintained separately in the
683 association's name. For investment purposes only, reserve funds may be commingled with operating
684 funds of the association. Commingled operating and reserve funds shall be accounted for separately,

685 and a commingled account shall not, at any time, be less than the amount identified as reserve funds.
686 This subsection does not prohibit a multicondominium association from commingling the operating
687 funds of separate condominiums or the reserve funds of separate condominiums. Furthermore, for
688 investment purposes only, a multicondominium association may commingle the operating funds of
689 separate condominiums with the reserve funds of separate condominiums. A manager or business
690 entity required to be licensed or registered under s. 468.432, or an agent, employee, officer, or director
691 of an association, shall not commingle any association funds with his or her funds or with the funds of
692 any other condominium association or the funds of a community association as defined in s. 468.431.

693 (15) DEBIT CARDS.—

694 (a) An association and its officers, directors, employees, and agents may not use a debit card issued in
695 the name of the association, or ~~billed directly to the~~drawn on association, ~~for the payment of any~~
696 ~~association expense funds.~~

697 (b) Use of a debit card issued in the name of the association, or billed directly to the association, for
698 any expense that is not a lawful obligation of the association may be prosecuted as credit card fraud
699 pursuant to s. 817.61.

700 History.—s. 1, ch. 76-222; s. 2, ch. 78-340; ss. 2, 3, 5, ch. 79-314; s. 1, ch. 80-323; s. 1, ch. 81-225; s. 1, ch.
701 82-199; s. 5, ch. 84-368; s. 5, ch. 86-175; s. 2, ch. 87-46; s. 4, ch. 87-117; s. 6, ch. 90-151; s. 4, ch. 91-103;
702 ss. 3, 5, ch. 91-426; s. 2, ch. 92-49; s. 1, ch. 94-77; s. 231, ch. 94-218; s. 2, ch. 94-336; s. 35, ch. 95-274; s.
703 854, ch. 97-102; s. 2, ch. 98-322; s. 74, ch. 99-3; s. 52, ch. 2000-302; s. 20, ch. 2001-64; s. 8, ch. 2002-27;
704 s. 4, ch. 2003-14; s. 1, ch. 2004-345; s. 2, ch. 2004-353; s. 37, ch. 2007-1; s. 4, ch. 2007-80; s. 6, ch. 2008-
705 28; ss. 1, 3, ch. 2008-240; s. 87, ch. 2009-21; s. 9, ch. 2010-174; s. 49, ch. 2011-4; s. 2, ch. 2011-196; s. 4,
706 ch. 2013-122; s. 2, ch. 2013-188; s. 8, ch. 2014-133; s. 69, ch. 2014-209; s. 2, ch. 2015-97; s. 1, ch. 2017-
707 161; s. 1, ch. 2017-188.

708 1Note.—Section 2, ch. 2017-188, provides that “[t]o implement the website requirement in section 1 of
709 this act, the Department of Business and Professional Regulation is directed to include within the next
710 condominium association annual fee statement required by s. 718.501(2)(a), Florida Statutes, a notice
711 informing condominium associations of 150 or more units of the requirement to create a website for
712 association documents that is operational on or before July 1, 2018.”

713 718.112 Bylaws.—

714 (1) GENERALLY.—

715 (a) The operation of the association shall be governed by the articles of incorporation if the association
716 is incorporated, and the bylaws of the association, which shall be included as exhibits to the recorded
717 declaration. If one association operates more than one condominium, it shall not be necessary to
718 rerecord the same articles of incorporation and bylaws as exhibits to each declaration after the first,
719 provided that in each case where the articles and bylaws are not so recorded, the declaration expressly
720 incorporates them by reference as exhibits and identifies the book and page of the public records where
721 the first declaration to which they were attached is recorded.

722 (b) No amendment to the articles of incorporation or bylaws is valid unless recorded with
723 identification on the first page thereof of the book and page of the public records where the declaration
724 of each condominium operated by the association is recorded.

725 (2) REQUIRED PROVISIONS.—The bylaws shall provide for the following and, if they do not do so, shall
726 be deemed to include the following:

727 (a) Administration.—

728 1. The form of administration of the association shall be described indicating the title of the officers
729 and board of administration and specifying the powers, duties, manner of selection and removal, and
730 compensation, if any, of officers and boards. In the absence of such a provision, the board of
731 administration shall be composed of five members, except in the case of a condominium which has five
732 or fewer units, in which case in a not-for-profit corporation the board shall consist of not fewer than
733 three members. In the absence of provisions to the contrary in the bylaws, the board of administration
734 shall have a president, a secretary, and a treasurer, who shall perform the duties of such officers
735 customarily performed by officers of corporations. Unless prohibited in the bylaws, the board of
736 administration may appoint other officers and grant them the duties it deems appropriate. Unless
737 otherwise provided in the bylaws, the officers shall serve without compensation and at the pleasure of
738 the board of administration. Unless otherwise provided in the bylaws, the members of the board shall
739 serve without compensation.

740 2. When a unit owner of a residential condominium files a written inquiry by certified mail with the
741 board of administration, the board shall respond in writing to the unit owner within 30 days after
742 receipt of the inquiry. The board's response shall either give a substantive response to the inquirer,
743 notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been
744 requested from the division. If the board requests advice from the division, the board shall, within 10
745 days after its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal
746 opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a
747 substantive response to the inquiry. The failure to provide a substantive response to the inquiry as
748 provided herein precludes the board from recovering attorney fees and costs in any subsequent
749 litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may
750 through its board of administration adopt reasonable rules and regulations regarding the frequency and
751 manner of responding to unit owner inquiries, one of which may be that the association is only
752 obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any
753 additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as
754 applicable.

755 (b) Quorum; voting requirements; proxies.—

756 1. Unless a lower number is provided in the bylaws, the percentage of voting interests required to
757 constitute a quorum at a meeting of the members is a majority of the voting interests. Unless otherwise
758 provided in this chapter or in the declaration, articles of incorporation, or bylaws, and except as
759 provided in subparagraph (d)4., decisions shall be made by a majority of the voting interests
760 represented at a meeting at which a quorum is present.

761 2. Except as specifically otherwise provided herein, unit owners in a residential condominium may not
762 vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form
763 adopted by the division. A voting interest or consent right allocated to a unit owned by the association
764 may not be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.
765 Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for
766 votes taken to waive or reduce reserves in accordance with subparagraph (f)2.; for votes taken to waive
767 the financial reporting requirements of s. 718.111(13); for votes taken to amend the declaration
768 pursuant to s. 718.110; for votes taken to amend the articles of incorporation or bylaws pursuant to this
769 section; and for any other matter for which this chapter requires or permits a vote of the unit owners.
770 Except as provided in paragraph (d), a proxy, limited or general, may not be used in the election of
771 board members in a residential condominium. General proxies may be used for other matters for which
772 limited proxies are not required, and may be used in voting for nonsubstantive changes to items for
773 which a limited proxy is required and given. Notwithstanding this subparagraph, unit owners may vote
774 in person at unit owner meetings. This subparagraph does not limit the use of general proxies or require
775 the use of limited proxies for any agenda item or election at any meeting of a timeshare condominium
776 association or a nonresidential condominium association.

777 13. A proxy given is effective only for the specific meeting for which originally given and any lawfully
778 adjourned meetings thereof. A proxy is not valid longer than 90 days after the date of the first meeting
779 for which it was given. Each proxy is revocable at any time at the pleasure of the unit owner executing it.

780 4. A member of the board of administration or a committee may submit in writing his or her
781 agreement or disagreement with any action taken at a meeting that the member did not attend. This
782 agreement or disagreement may not be used as a vote for or against the action taken or to create a
783 quorum.

784 5. A board or committee member's participation in a meeting via telephone, real-time
785 videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and
786 such member may vote as if physically present. A speaker must be used so that the conversation of such
787 members may be heard by the board or committee members attending in person as well as by any unit
788 owners present at a meeting.

789 (c) Board of administration meetings.—Meetings of the board of administration at which a quorum of
790 the members is present are open to all unit owners. Members of the board of administration may use e-
791 mail as a means of communication but may not cast a vote on an association matter via e-mail. A unit
792 owner may tape record or videotape the meetings. The right to attend such meetings includes the right
793 to speak at such meetings with reference to all designated agenda items. The division shall adopt
794 reasonable rules governing the tape recording and videotaping of the meeting. The association may
795 adopt written reasonable rules governing the frequency, duration, and manner of unit owner
796 statements.

797 1. Adequate notice of all board meetings, which must specifically identify all agenda items, must be
798 posted conspicuously on the condominium property at least 48 continuous hours before the meeting
799 except in an emergency. If 20 percent of the voting interests petition the board to address an item of
800 business, the board, within 60 days after receipt of the petition, shall place the item on the agenda at its
801 next regular board meeting or at a special meeting called for that purpose. An item not included on the
802 notice may be taken up on an emergency basis by a vote of at least a majority plus one of the board

803 members. Such emergency action must be noticed and ratified at the next regular board meeting.
804 However, written notice of a meeting at which a nonemergency special assessment or an amendment to
805 rules regarding unit use will be considered must be mailed, delivered, or electronically transmitted to
806 the unit owners and posted conspicuously on the condominium property at least 14 days before the
807 meeting. Evidence of compliance with this 14-day notice requirement must be made by an affidavit
808 executed by the person providing the notice and filed with the official records of the association. Upon
809 notice to the unit owners, the board shall, by duly adopted rule, designate a specific location on the
810 condominium or association property where all notices of board meetings must be posted. If there is no
811 condominium property or association property where notices can be posted, notices shall be mailed,
812 delivered, or electronically transmitted to each unit owner at least 14 days before the meeting. In lieu of
813 or in addition to the physical posting of the notice on the condominium property, the association may,
814 by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice
815 and the agenda on a closed-circuit cable television system serving the condominium association.
816 However, if broadcast notice is used in lieu of a notice physically posted on condominium property, the
817 notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted
818 notice is otherwise required under this section. If broadcast notice is provided, the notice and agenda
819 must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average
820 reader to observe the notice and read and comprehend the entire content of the notice and the agenda.
821 Notice of any meeting in which regular or special assessments against unit owners are to be considered
822 must specifically state that assessments will be considered and provide the nature, estimated cost, and
823 description of the purposes for such assessments.

824 2. Meetings of a committee to take final action on behalf of the board or make recommendations to
825 the board regarding the association budget are subject to this paragraph. Meetings of a committee that
826 does not take final action on behalf of the board or make recommendations to the board regarding the
827 association budget are subject to this section, unless those meetings are exempted from this section by
828 the bylaws of the association.

829 3. Notwithstanding any other law, the requirement that board meetings and committee meetings be
830 open to the unit owners does not apply to:

831 a. Meetings between the board or a committee and the association's attorney, with respect to
832 proposed or pending litigation, if the meeting is held for the purpose of seeking or rendering legal
833 advice; or

834 b. Board meetings held for the purpose of discussing personnel matters.

835 (d) Unit owner meetings.—

836 1. An annual meeting of the unit owners shall be held at the location provided in the association
837 bylaws and, if the bylaws are silent as to the location, the meeting shall be held within 45 miles of the
838 condominium property. However, such distance requirement does not apply to an association governing
839 a timeshare condominium.

840 2. Unless the bylaws provide otherwise, a vacancy on the board caused by the expiration of a
841 director's term shall be filled by electing a new board member, and the election must be by secret
842 ballot. An election is not required if the number of vacancies equals or exceeds the number of

843 candidates. For purposes of this paragraph, the term “candidate” means an eligible person who has
844 timely submitted the written notice, as described in sub-subparagraph 4.a., of his or her intention to
845 become a candidate. Except in a timeshare or nonresidential condominium, or if the staggered term of a
846 board member does not expire until a later annual meeting, or if all members’ terms would otherwise
847 expire but there are no candidates, the terms of all board members expire at the annual meeting, and
848 such members may stand for reelection unless prohibited by the bylaws. Board members may serve 2-
849 year terms if permitted by the bylaws or articles of incorporation. A board member may not serve more
850 than four consecutive 2-year terms, unless ~~approved by an affirmative vote of two-thirds of the total~~
851 ~~voting interests of the association or unless~~ there are not enough eligible candidates to fill the vacancies
852 on the board at the time of the vacancy, or unless otherwise provided in the bylaws or articles of
853 incorporation as originally recorded or as amended as provided therein but by not less than the
854 affirmative vote of two-thirds of the total voting interests of the association. If the number of board
855 members whose terms expire at the annual meeting equals or exceeds the number of candidates, the
856 candidates become members of the board effective upon the adjournment of the annual meeting.
857 Unless the bylaws provide otherwise, any remaining vacancies shall be filled by the affirmative vote of
858 the majority of the directors making up the newly constituted board even if the directors constitute less
859 than a quorum or there is only one director. In a residential condominium association of more than 10
860 units or in a residential condominium association that does not include timeshare units or timeshare
861 interests, coowners of a unit may not serve as members of the board of directors at the same time
862 unless they own more than one unit or unless there are not enough eligible candidates to fill the
863 vacancies on the board at the time of the vacancy. A unit owner in a residential condominium desiring to
864 be a candidate for board membership must comply with sub-subparagraph 4.a. and must be eligible to
865 be a candidate to serve on the board of directors at the time of the deadline for submitting a notice of
866 intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on
867 the board. A person who has been suspended or removed by the division under this chapter, or who is
868 delinquent in the payment of any monetary obligation due to the association, is not eligible to be a
869 candidate for board membership and may not be listed on the ballot. A person who has been convicted
870 of any felony in this state or in a United States District or Territorial Court, or who has been convicted of
871 any offense in another jurisdiction which would be considered a felony if committed in this state, is not
872 eligible for board membership unless such felon’s civil rights have been restored for at least 5 years as of
873 the date such person seeks election to the board. The validity of an action by the board is not affected if
874 it is later determined that a board member is ineligible for board membership due to having been
875 convicted of a felony. This subparagraph does not limit the term of a member of the board of a
876 nonresidential or timeshare condominium.

877 3. The bylaws must provide the method of calling meetings of unit owners, including annual meetings.
878 Written notice must include an agenda, must be mailed, hand delivered, or electronically transmitted to
879 each unit owner at least 14 days before the annual meeting, and must be posted in a conspicuous place
880 on the condominium property at least 14 continuous days before the annual meeting. Upon notice to
881 the unit owners, the board shall, by duly adopted rule, designate a specific location on the condominium
882 property or association property where all notices of unit owner meetings shall be posted. This
883 requirement does not apply if there is no condominium property or association property for posting
884 notices. In lieu of, or in addition to, the physical posting of meeting notices, the association may, by
885 reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice
886 and the agenda on a closed-circuit cable television system serving the condominium association.

887 However, if broadcast notice is used in lieu of a notice posted physically on the condominium property,
888 the notice and agenda must be broadcast at least four times every broadcast hour of each day that a
889 posted notice is otherwise required under this section. If broadcast notice is provided, the notice and
890 agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an
891 average reader to observe the notice and read and comprehend the entire content of the notice and the
892 agenda. Unless a unit owner waives in writing the right to receive notice of the annual meeting, such
893 notice must be hand delivered, mailed, or electronically transmitted to each unit owner. Notice for
894 meetings and notice for all other purposes must be mailed to each unit owner at the address last
895 furnished to the association by the unit owner, or hand delivered to each unit owner. However, if a unit
896 is owned by more than one person, the association must provide notice to the address that the
897 developer identifies for that purpose and thereafter as one or more of the owners of the unit advise the
898 association in writing, or if no address is given or the owners of the unit do not agree, to the address
899 provided on the deed of record. An officer of the association, or the manager or other person providing
900 notice of the association meeting, must provide an affidavit or United States Postal Service certificate of
901 mailing, to be included in the official records of the association affirming that the notice was mailed or
902 hand delivered in accordance with this provision.

903 4. The members of the board of a residential condominium shall be elected by written ballot or voting
904 machine. Proxies may not be used in electing the board in general elections or elections to fill vacancies
905 caused by recall, resignation, or otherwise, unless otherwise provided in this chapter. This subparagraph
906 does not apply to an association governing a timeshare condominium.

907 a. At least 60 days before a scheduled election, the association shall mail, deliver, or electronically
908 transmit, by separate association mailing or included in another association mailing, delivery, or
909 transmission, including regularly published newsletters, to each unit owner entitled to a vote, a first
910 notice of the date of the election. A unit owner or other eligible person desiring to be a candidate for
911 the board must give written notice of his or her intent to be a candidate to the association at least 40
912 days before a scheduled election. Together with the written notice and agenda as set forth in
913 subparagraph 3., the association shall mail, deliver, or electronically transmit a second notice of the
914 election to all unit owners entitled to vote, together with a ballot that lists all candidates. Upon request
915 of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished
916 by the candidate at least 35 days before the election, must be included with the mailing, delivery, or
917 transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to
918 be borne by the association. The association is not liable for the contents of the information sheets
919 prepared by the candidates. In order to reduce costs, the association may print or duplicate the
920 information sheets on both sides of the paper. The division shall by rule establish voting procedures
921 consistent with this sub-subparagraph, including rules establishing procedures for giving notice by
922 electronic transmission and rules providing for the secrecy of ballots. Elections shall be decided by a
923 plurality of ballots cast. There is no quorum requirement; however, at least 20 percent of the eligible
924 voters must cast a ballot in order to have a valid election. A unit owner may not permit any other person
925 to vote his or her ballot, and any ballots improperly cast are invalid. A unit owner who violates this
926 provision may be fined by the association in accordance with s. 718.303. A unit owner who needs
927 assistance in casting the ballot for the reasons stated in s. 101.051 may obtain such assistance. The
928 regular election must occur on the date of the annual meeting. Notwithstanding this sub-subparagraph,

929 an election is not required unless more candidates file notices of intent to run or are nominated than
930 board vacancies exist.

931 b. Within 90 days after being elected or appointed to the board of an association of a residential
932 condominium, each newly elected or appointed director shall certify in writing to the secretary of the
933 association that he or she has read the association's declaration of condominium, articles of
934 incorporation, bylaws, and current written policies; that he or she will work to uphold such documents
935 and policies to the best of his or her ability; and that he or she will faithfully discharge his or her
936 fiduciary responsibility to the association's members. In lieu of this written certification, within 90 days
937 after being elected or appointed to the board, the newly elected or appointed director may submit a
938 certificate of having satisfactorily completed the educational curriculum administered by a division-
939 approved condominium education provider within 1 year before or 90 days after the date of election or
940 appointment. The written certification or educational certificate is valid and does not have to be
941 resubmitted as long as the director serves on the board without interruption. A director of an
942 association of a residential condominium who fails to timely file the written certification or educational
943 certificate is suspended from service on the board until he or she complies with this sub-subparagraph.
944 The board may temporarily fill the vacancy during the period of suspension. The secretary shall cause
945 the association to retain a director's written certification or educational certificate for inspection by the
946 members for 5 years after a director's election or the duration of the director's uninterrupted tenure,
947 whichever is longer. Failure to have such written certification or educational certificate on file does not
948 affect the validity of any board action.

949 c. Any challenge to the election process must be commenced within 60 days after the election results
950 are announced.

951 5. Any approval by unit owners called for by this chapter or the applicable declaration or bylaws,
952 including, but not limited to, the approval requirement in s. 718.111(8), must be made at a duly noticed
953 meeting of unit owners and is subject to all requirements of this chapter or the applicable condominium
954 documents relating to unit owner decisionmaking, except that unit owners may take action by written
955 agreement, without meetings, on matters for which action by written agreement without meetings is
956 expressly allowed by the applicable bylaws or declaration or any law that provides for such action.

957 6. Unit owners may waive notice of specific meetings if allowed by the applicable bylaws or declaration
958 or any law. Notice of meetings of the board of administration, unit owner meetings, except unit owner
959 meetings called to recall board members under paragraph (j), and committee meetings may be given by
960 electronic transmission to unit owners who consent to receive notice by electronic transmission.

961 7. Unit owners have the right to participate in meetings of unit owners with reference to all designated
962 agenda items. However, the association may adopt reasonable rules governing the frequency, duration,
963 and manner of unit owner participation.

964 8. A unit owner may tape record or videotape a meeting of the unit owners subject to reasonable rules
965 adopted by the division.

966 9. Unless otherwise provided in the bylaws, any vacancy occurring on the board before the expiration
967 of a term may be filled by the affirmative vote of the majority of the remaining directors, even if the
968 remaining directors constitute less than a quorum, or by the sole remaining director. In the alternative,

969 a board may hold an election to fill the vacancy, in which case the election procedures must conform to
970 sub-subparagraph 4.a. unless the association governs 10 units or fewer and has opted out of the
971 statutory election process, in which case the bylaws of the association control. Unless otherwise
972 provided in the bylaws, a board member appointed or elected under this section shall fill the vacancy for
973 the unexpired term of the seat being filled. Filling vacancies created by recall is governed by paragraph
974 (j) and rules adopted by the division.

975 10. This chapter does not limit the use of general or limited proxies, require the use of general or
976 limited proxies, or require the use of a written ballot or voting machine for any agenda item or election
977 at any meeting of a timeshare condominium association or nonresidential condominium association.

978

979 Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a., an association of 10 or fewer units may,
980 by affirmative vote of a majority of the total voting interests, provide for different voting and election
981 procedures in its bylaws, which may be by a proxy specifically delineating the different voting and
982 election procedures. The different voting and election procedures may provide for elections to be
983 conducted by limited or general proxy.

984 (e) Budget meeting.—

985 1. Any meeting at which a proposed annual budget of an association will be considered by the board
986 or unit owners shall be open to all unit owners. At least 14 days prior to such a meeting, the board shall
987 hand deliver to each unit owner, mail to each unit owner at the address last furnished to the association
988 by the unit owner, or electronically transmit to the location furnished by the unit owner for that purpose
989 a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the
990 association, or other person providing notice of such meeting, shall execute an affidavit evidencing
991 compliance with such notice requirement, and such affidavit shall be filed among the official records of
992 the association.

993 2.a. If a board adopts in any fiscal year an annual budget which requires assessments against unit
994 owners which exceed 115 percent of assessments for the preceding fiscal year, the board shall conduct
995 a special meeting of the unit owners to consider a substitute budget if the board receives, within 21
996 days after adoption of the annual budget, a written request for a special meeting from at least 10
997 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of
998 the annual budget. At least 14 days prior to such special meeting, the board shall hand deliver to each
999 unit owner, or mail to each unit owner at the address last furnished to the association, a notice of the
1000 meeting. An officer or manager of the association, or other person providing notice of such meeting
1001 shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be
1002 filed among the official records of the association. Unit owners may consider and adopt a substitute
1003 budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting
1004 interests unless the bylaws require adoption by a greater percentage of voting interests. If there is not a
1005 quorum at the special meeting or a substitute budget is not adopted, the annual budget previously
1006 adopted by the board shall take effect as scheduled.

1007 b. Any determination of whether assessments exceed 115 percent of assessments for the prior fiscal
1008 year shall exclude any authorized provision for reasonable reserves for repair or replacement of the

1009 condominium property, anticipated expenses of the association which the board does not expect to be
1010 incurred on a regular or annual basis, or assessments for betterments to the condominium property.

1011 c. If the developer controls the board, assessments shall not exceed 115 percent of assessments for
1012 the prior fiscal year unless approved by a majority of all voting interests.

1013 (f) Annual budget.—

1014 1. The proposed annual budget of estimated revenues and expenses must be detailed and must show
1015 the amounts budgeted by accounts and expense classifications, including, at a minimum, any applicable
1016 expenses listed in s. 718.504(21). A multicondominium association shall adopt a separate budget of
1017 common expenses for each condominium the association operates and shall adopt a separate budget of
1018 common expenses for the association. In addition, if the association maintains limited common
1019 elements with the cost to be shared only by those entitled to use the limited common elements as
1020 provided for in s. 718.113(1), the budget or a schedule attached to it must show the amount budgeted
1021 for this maintenance. If, after turnover of control of the association to the unit owners, any of the
1022 expenses listed in s. 718.504(21) are not applicable, they need not be listed.

1023 2.a. In addition to annual operating expenses, the budget must include reserve accounts for capital
1024 expenditures and deferred maintenance. These accounts must include, but are not limited to, roof
1025 replacement, building painting, and pavement resurfacing, regardless of the amount of deferred
1026 maintenance expense or replacement cost, and any other item that has a deferred maintenance
1027 expense or replacement cost that exceeds \$10,000. The amount to be reserved must be computed using
1028 a formula based upon estimated remaining useful life and estimated replacement cost or deferred
1029 maintenance expense of each reserve item. The association may adjust replacement reserve
1030 assessments annually to take into account any changes in estimates or extension of the useful life of a
1031 reserve item caused by deferred maintenance. This subsection does not apply to an adopted budget in
1032 which the members of an association have determined, by a majority vote at a duly called meeting of
1033 the association, to provide no reserves or less reserves than required by this subsection.

1034 b. Before turnover of control of an association by a developer to unit owners other than a developer
1035 pursuant to s. 718.301, the developer may vote the voting interests allocated to its units to waive the
1036 reserves or reduce the funding of reserves through the period expiring at the end of the second fiscal
1037 year after the fiscal year in which the certificate of a surveyor and mapper is recorded pursuant to s.
1038 718.104(4)(e) or an instrument that transfers title to a unit in the condominium which is not
1039 accompanied by a recorded assignment of developer rights in favor of the grantee of such unit is
1040 recorded, whichever occurs first, after which time reserves may be waived or reduced only upon the
1041 vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly
1042 called meeting of the association. If a meeting of the unit owners has been called to determine whether
1043 to waive or reduce the funding of reserves and no such result is achieved or a quorum is not attained,
1044 the reserves included in the budget shall go into effect. After the turnover, the developer may vote its
1045 voting interest to waive or reduce the funding of reserves.

1046 3. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts,
1047 and may be used only for authorized reserve expenditures unless their use for other purposes is
1048 approved in advance by a majority vote at a duly called meeting of the association. Before turnover of
1049 control of an association by a developer to unit owners other than the developer pursuant to s. 718.301,

1050 the developer-controlled association may not vote to use reserves for purposes other than those for
1051 which they were intended without the approval of a majority of all nondeveloper voting interests, voting
1052 in person or by limited proxy at a duly called meeting of the association.

1053 4. The only voting interests that are eligible to vote on questions that involve waiving or reducing the
1054 funding of reserves, or using existing reserve funds for purposes other than purposes for which the
1055 reserves were intended, are the voting interests of the units subject to assessment to fund the reserves
1056 in question. Proxy questions relating to waiving or reducing the funding of reserves or using existing
1057 reserve funds for purposes other than purposes for which the reserves were intended must contain the
1058 following statement in capitalized, bold letters in a font size larger than any other used on the face of
1059 the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF**
1060 **EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL**
1061 **ASSESSMENTS REGARDING THOSE ITEMS.**

1062 (g) Assessments.—The manner of collecting from the unit owners their shares of the common
1063 expenses shall be stated in the bylaws. Assessments shall be made against units not less frequently than
1064 quarterly in an amount which is not less than that required to provide funds in advance for payment of
1065 all of the anticipated current operating expenses and for all of the unpaid operating expenses previously
1066 incurred. Nothing in this paragraph shall preclude the right of an association to accelerate assessments
1067 of an owner delinquent in payment of common expenses. Accelerated assessments shall be due and
1068 payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts
1069 due for the remainder of the budget year in which the claim of lien was filed.

1070 (h) Amendment of bylaws.—

1071 1. The method by which the bylaws may be amended consistent with the provisions of this chapter
1072 shall be stated. If the bylaws fail to provide a method of amendment, the bylaws may be amended if the
1073 amendment is approved by the owners of not less than two-thirds of the voting interests.

1074 2. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend
1075 existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in
1076 the text underlined, and words to be deleted shall be lined through with hyphens. However, if the
1077 proposed change is so extensive that this procedure would hinder, rather than assist, the understanding
1078 of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words
1079 added or deleted, but, instead, a notation must be inserted immediately preceding the proposed
1080 amendment in substantially the following language: “Substantial rewording of bylaw. See bylaw for
1081 present text.”

1082 3. Nonmaterial errors or omissions in the bylaw process will not invalidate an otherwise properly
1083 promulgated amendment.

1084 (i) Transfer fees.—No charge shall be made by the association or any body thereof in connection with
1085 the sale, mortgage, lease, sublease, or other transfer of a unit unless the association is required to
1086 approve such transfer and a fee for such approval is provided for in the declaration, articles, or bylaws.
1087 Any such fee may be preset, but in no event may such fee exceed \$100 per applicant other than
1088 husband/wife or parent/dependent child, which are considered one applicant. However, if the lease or
1089 sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made.

1090 The foregoing notwithstanding, an association may, if the authority to do so appears in the declaration
1091 or bylaws, require that a prospective lessee place a security deposit, in an amount not to exceed the
1092 equivalent of 1 month's rent, into an escrow account maintained by the association. The security
1093 deposit shall protect against damages to the common elements or association property. Payment of
1094 interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the
1095 same fashion as provided in part II of chapter 83.

1096 (j) Recall of board members.—Subject to s. 718.301, any member of the board of administration may
1097 be recalled and removed from office with or without cause by the vote or agreement in writing by a
1098 majority of all the voting interests. A special meeting of the unit owners to recall a member or members
1099 of the board of administration may be called by 10 percent of the voting interests giving notice of the
1100 meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.
1101 Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in
1102 part for this purpose.

1103 1. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be
1104 effective as provided in this paragraph. The board shall duly notice and hold a board meeting within 5
1105 full business days after the adjournment of the unit owner meeting to recall one or more board
1106 members. Such member or members shall be recalled effective immediately and shall turn over to the
1107 board within 10 full business days after the vote any and all records and property of the association in
1108 their possession.

1109 2. If the proposed recall is by an agreement in writing by a majority of all voting interests, the
1110 agreement in writing or a copy thereof shall be served on the association by certified mail or by personal
1111 service in the manner authorized by chapter 48 and the Florida Rules of Civil Procedure. The board of
1112 administration shall duly notice and hold a meeting of the board within 5 full business days after receipt
1113 of the agreement in writing. Such member or members shall be recalled effective immediately and shall
1114 turn over to the board within 10 full business days any and all records and property of the association in
1115 their possession.

1116 3. If the board fails to duly notice and hold a board meeting within 5 full business days after service of
1117 an agreement in writing or within 5 full business days after the adjournment of the unit owner recall
1118 meeting, the recall shall be deemed effective and the board members so recalled shall turn over to the
1119 board within 10 full business days after the vote any and all records and property of the association.

1120 4. If the board fails to duly notice and hold the required meeting or fails to file the required petition,
1121 the unit owner representative may file a petition pursuant to s. 718.1255 challenging the board's failure
1122 to act. The petition must be filed within 60 days after the expiration of the applicable 5-full-business-day
1123 period. The review of a petition under this subparagraph is limited to the sufficiency of service on the
1124 board and the facial validity of the written agreement or ballots filed.

1125 5. If a vacancy occurs on the board as a result of a recall or removal and less than a majority of the
1126 board members are removed, the vacancy may be filled by the affirmative vote of a majority of the
1127 remaining directors, notwithstanding any provision to the contrary contained in this subsection. If
1128 vacancies occur on the board as a result of a recall and a majority or more of the board members are
1129 removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the division,
1130 which rules need not be consistent with this subsection. The rules must provide procedures governing

1131 the conduct of the recall election as well as the operation of the association during the period after a
1132 recall but before the recall election.

1133 6. A board member who has been recalled may file a petition pursuant to s. 718.1255 challenging the
1134 validity of the recall. The petition must be filed within 60 days after the recall. The association and the
1135 unit owner representative shall be named as the respondents.

1136 7. The division may not accept for filing a recall petition, whether filed pursuant to subparagraph 1.,
1137 subparagraph 2., subparagraph 4., or subparagraph 6. when there are 60 or fewer days until the
1138 scheduled reelection of the board member sought to be recalled or when 60 or fewer days have elapsed
1139 since the election of the board member sought to be recalled.

1140 (k) Arbitration.—There shall be a provision for mandatory nonbinding arbitration as provided for in s.
1141 718.1255 for any residential condominium.

1142 (l) Certificate of compliance.—A provision that a certificate of compliance from a licensed electrical
1143 contractor or electrician may be accepted by the association’s board as evidence of compliance of the
1144 condominium units with the applicable fire and life safety code must be included. Notwithstanding
1145 chapter 633 or of any other code, statute, ordinance, administrative rule, or regulation, or any
1146 interpretation of the foregoing, an association, residential condominium, or unit owner is not obligated
1147 to retrofit the common elements, association property, or units of a residential condominium with a fire
1148 sprinkler system in a building that has been certified for occupancy by the applicable governmental
1149 entity if the unit owners have voted to forego such retrofitting by the affirmative vote of a majority of all
1150 voting interests in the affected condominium. The local authority having jurisdiction may not require
1151 completion of retrofitting with a fire sprinkler system before January 1, 2020. By December 31, 2016, a
1152 residential condominium association that is not in compliance with the requirements for a fire sprinkler
1153 system and has not voted to forego retrofitting of such a system must initiate an application for a
1154 building permit for the required installation with the local government having jurisdiction demonstrating
1155 that the association will become compliant by December 31, 2019.

1156 1. A vote to forego retrofitting may be obtained by limited proxy or by a ballot personally cast at a duly
1157 called membership meeting, or by execution of a written consent by the member, and is effective upon
1158 recording a certificate attesting to such vote in the public records of the county where the condominium
1159 is located. The association shall mail or hand deliver to each unit owner written notice at least 14 days
1160 before the membership meeting in which the vote to forego retrofitting of the required fire sprinkler
1161 system is to take place. Within 30 days after the association’s opt-out vote, notice of the results of the
1162 opt-out vote must be mailed or hand delivered to all unit owners. Evidence of compliance with this
1163 notice requirement must be made by affidavit executed by the person providing the notice and filed
1164 among the official records of the association. After notice is provided to each owner, a copy must be
1165 provided by the current owner to a new owner before closing and by a unit owner to a renter before
1166 signing a lease.

1167 2. If there has been a previous vote to forego retrofitting, a vote to require retrofitting may be
1168 obtained at a special meeting of the unit owners called by a petition of at least 10 percent of the voting
1169 interests. Such a vote may only be called once every 3 years. Notice shall be provided as required for any
1170 regularly called meeting of the unit owners, and must state the purpose of the meeting. Electronic
1171 transmission may not be used to provide notice of a meeting called in whole or in part for this purpose.

1172 3. As part of the information collected annually from condominiums, the division shall require
1173 condominium associations to report the membership vote and recording of a certificate under this
1174 subsection and, if retrofitting has been undertaken, the per-unit cost of such work. The division shall
1175 annually report to the Division of State Fire Marshal of the Department of Financial Services the number
1176 of condominiums that have elected to forego retrofitting.

1177 4. Notwithstanding s. 553.509, a residential association may not be obligated to, and may forego the
1178 retrofitting of, any improvements required by s. 553.509(2) upon an affirmative vote of a majority of the
1179 voting interests in the affected condominium.

1180 (m) Common elements; limited power to convey.—

1181 1. With respect to condominiums created on or after October 1, 1994, the bylaws shall include a
1182 provision granting the association a limited power to convey a portion of the common elements to a
1183 condemning authority for the purpose of providing utility easements, right-of-way expansion, or other
1184 public purposes, whether negotiated or as a result of eminent domain proceedings.

1185 2. In any case where the bylaws are silent as to the association’s power to convey common elements
1186 as described in subparagraph 1., the bylaws shall be deemed to include the provision described in
1187 subparagraph 1.

1188 (n) Director or officer delinquencies.—A director or officer more than 90 days delinquent in the
1189 payment of any monetary obligation due the association shall be deemed to have abandoned the office,
1190 creating a vacancy in the office to be filled according to law.

1191 (o) Director or officer offenses.—A director or officer charged by information or indictment with a
1192 felony theft or embezzlement offense involving the association’s funds or property must be removed
1193 from office, creating a vacancy in the office to be filled according to law until the end of the period of
1194 the suspension or the end of the director’s term of office, whichever occurs first. While such director or
1195 officer has such criminal charge pending, he or she may not be appointed or elected to a position as a
1196 director or officer. However, if the charges are resolved without a finding of guilt, the director or officer
1197 shall be reinstated for the remainder of his or her term of office, if any.

1198 ~~(p) Service providers; conflicts of interest.—An association, which is not a timeshare condominium~~
1199 ~~association, may not employ or contract with any service provider that is owned or operated by a board~~
1200 ~~member or with any person who has a financial relationship with a board member or officer, or a~~
1201 ~~relative within the third degree of consanguinity by blood or marriage of a board member or officer. This~~
1202 ~~paragraph does not apply to a service provider in which a board member or officer, or a relative within~~
1203 ~~the third degree of consanguinity by blood or marriage of a board member or officer, owns less than 1~~
1204 ~~percent of the equity shares.~~

1205 (3) OPTIONAL PROVISIONS.—The bylaws as originally recorded or as amended under the procedures
1206 provided therein may provide for the following:

1207 (a) A method of adopting and amending administrative rules and regulations governing the details of
1208 the operation and use of the common elements.

1209 (b) Restrictions on and requirements for the use, maintenance, and appearance of the units and the
1210 use of the common elements.

1211 (c) Provisions for giving notice by electronic transmission in a manner authorized by law of meetings of
1212 the board of directors and committees and of annual and special meetings of the members.

1213 (d) Other provisions which are not inconsistent with this chapter or with the declaration, as may be
1214 desired.

1215 History.—s. 1, ch. 76-222; s. 1, ch. 77-174; s. 5, ch. 77-221; ss. 3, 4, ch. 77-222; s. 1, ch. 78-340; s. 6, ch.
1216 79-314; s. 2, ch. 80-323; s. 2, ch. 81-225; s. 1, ch. 82-113; s. 4, ch. 82-199; s. 6, ch. 84-368; s. 6, ch. 86-
1217 175; s. 2, ch. 88-148; s. 7, ch. 90-151; s. 5, ch. 91-103; ss. 5, 6, ch. 91-426; s. 3, ch. 92-49; s. 3, ch. 94-336;
1218 s. 7, ch. 94-350; s. 36, ch. 95-274; s. 2, ch. 96-396; s. 32, ch. 97-93; s. 1773, ch. 97-102; s. 1, ch. 97-301; s.
1219 2, ch. 98-195; s. 3, ch. 98-322; s. 53, ch. 2000-302; s. 21, ch. 2001-64; s. 9, ch. 2002-27; s. 5, ch. 2003-14;
1220 s. 4, ch. 2004-345; s. 4, ch. 2004-353; s. 134, ch. 2005-2; s. 7, ch. 2008-28; s. 88, ch. 2009-21; s. 10, ch.
1221 2010-174; s. 3, ch. 2011-196; s. 5, ch. 2013-122; s. 1, ch. 2013-159; s. 3, ch. 2013-188; s. 1, ch. 2014-74;
1222 s. 9, ch. 2014-133; s. 3, ch. 2015-97; s. 3, ch. 2017-188.

1223 1Note.—As amended by s. 1, ch. 2014-74. For a description of multiple acts in the same session affecting
1224 a statutory provision, see preface to the Florida Statutes, “Statutory Construction.” Subparagraph
1225 (2)(b)3. was also amended by s. 9, ch. 2014-133, and that version reads:

1226

1227 3. Any proxy given is effective only for the specific meeting for which originally given and any lawfully
1228 adjourned meetings thereof. A proxy is not valid longer than 90 days after the date of the first meeting
1229 for which it was given and may be revoked at any time at the pleasure of the unit owner executing it.

1230

1231 718.116 Assessments; liability; lien and priority; interest; collection.—

1232 (1)(a) A unit owner, regardless of how his or her title has been acquired, including by purchase at a
1233 foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he
1234 or she is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner
1235 for all unpaid assessments that came due up to the time of transfer of title. This liability is without
1236 prejudice to any right the owner may have to recover from the previous owner the amounts paid by the
1237 owner. For the purposes of this paragraph, the term “previous owner” does not include an association
1238 that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. A
1239 present unit owner’s liability for unpaid assessments is limited to any unpaid assessments that accrued
1240 before the association acquired title to the delinquent property through foreclosure or by deed in lieu of
1241 foreclosure.

1242 (b)1. The liability of a first mortgagee or its successor or assignees who acquire title to a unit by
1243 foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the
1244 mortgagee’s acquisition of title is limited to the lesser of:

1245 a. The unit’s unpaid common expenses and regular periodic assessments which accrued or came due
1246 during the 12 months immediately preceding the acquisition of title and for which payment in full has
1247 not been received by the association; or

1248 b. One percent of the original mortgage debt. The provisions of this paragraph apply only if the first
1249 mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is
1250 not required if, on the date the complaint is filed, the association was dissolved or did not maintain an
1251 office or agent for service of process at a location which was known to or reasonably discoverable by the
1252 mortgagee.

1253 2. An association, or its successor or assignee, that acquires title to a unit through the foreclosure of its
1254 lien for assessments is not liable for any unpaid assessments, late fees, interest, or reasonable attorney's
1255 fees and costs that came due before the association's acquisition of title in favor of any other
1256 association, as defined in s. 718.103(2) or s. 720.301(9), which holds a superior lien interest on the unit.
1257 This subparagraph is intended to clarify existing law.

1258 (c) The person acquiring title shall pay the amount owed to the association within 30 days after
1259 transfer of title. Failure to pay the full amount when due shall entitle the association to record a claim of
1260 lien against the parcel and proceed in the same manner as provided in this section for the collection of
1261 unpaid assessments.

1262 (d) With respect to each timeshare unit, each owner of a timeshare estate therein is jointly and
1263 severally liable for the payment of all assessments and other charges levied against or with respect to
1264 that unit pursuant to the declaration or bylaws, except to the extent that the declaration or bylaws may
1265 provide to the contrary.

1266 (e) Notwithstanding the provisions of paragraph (b), a first mortgagee or its successor or assignees
1267 who acquire title to a condominium unit as a result of the foreclosure of the mortgage or by deed in lieu
1268 of foreclosure of the mortgage shall be exempt from liability for all unpaid assessments attributable to
1269 the parcel or chargeable to the previous owner which came due prior to acquisition of title if the first
1270 mortgage was recorded prior to April 1, 1992. If, however, the first mortgage was recorded on or after
1271 April 1, 1992, or on the date the mortgage was recorded, the declaration included language
1272 incorporating by reference future amendments to this chapter, the provisions of paragraph (b) shall
1273 apply.

1274 (f) The provisions of this subsection are intended to clarify existing law, and shall not be available in
1275 any case where the unpaid assessments sought to be recovered by the association are secured by a lien
1276 recorded prior to the recording of the mortgage. Notwithstanding the provisions of chapter 48, the
1277 association shall be a proper party to intervene in any foreclosure proceeding to seek equitable relief.

1278 (g) For purposes of this subsection, the term "successor or assignee" as used with respect to a first
1279 mortgagee includes only a subsequent holder of the first mortgage.

1280 (2) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common
1281 element or by abandonment of the unit for which the assessments are made.

1282 (3) Assessments and installments on assessments which are not paid when due bear interest at the
1283 rate provided in the declaration, from the due date until paid. The rate may not exceed the rate allowed
1284 by law, and, if no rate is provided in the declaration, interest accrues at the rate of 18 percent per year.
1285 If provided by the declaration or bylaws, the association may, in addition to such interest, charge an
1286 administrative late fee of up to the greater of \$25 or 5 percent of each delinquent installment for which
1287 the payment is late. Any payment received by an association must be applied first to any interest

1288 accrued by the association, then to any administrative late fee, then to any costs and reasonable
1289 attorney fees incurred in collection, and then to the delinquent assessment. The foregoing is applicable
1290 notwithstanding s. 673.3111, any purported accord and satisfaction, or any restrictive endorsement,
1291 designation, or instruction placed on or accompanying a payment. The preceding sentence is intended
1292 to clarify existing law. A late fee is not subject to chapter 687 or s. 718.303(4).

1293 (4) If the association is authorized by the declaration or bylaws to approve or disapprove a proposed
1294 lease of a unit, the grounds for disapproval may include, but are not limited to, a unit owner being
1295 delinquent in the payment of an assessment at the time approval is sought.

1296 (5)(a) The association has a lien on each condominium parcel to secure the payment of assessments.
1297 Except as otherwise provided in subsection (1) and as set forth below, the lien is effective from and shall
1298 relate back to the recording of the original declaration of condominium, or, in the case of lien on a
1299 parcel located in a phase condominium, the last to occur of the recording of the original declaration or
1300 amendment thereto creating the parcel. However, as to first mortgages of record, the lien is effective
1301 from and after recording of a claim of lien in the public records of the county in which the condominium
1302 parcel is located. Nothing in this subsection shall be construed to bestow upon any lien, mortgage, or
1303 certified judgment of record on April 1, 1992, including the lien for unpaid assessments created herein, a
1304 priority which, by law, the lien, mortgage, or judgment did not have before that date.

1305 (b) To be valid, a claim of lien must state the description of the condominium parcel, the name of the
1306 record owner, the name and address of the association, the amount due, and the due dates. It must be
1307 executed and acknowledged by an officer or authorized agent of the association. The lien is not effective
1308 1 year after the claim of lien was recorded unless, within that time, an action to enforce the lien is
1309 commenced. The 1-year period is automatically extended for any length of time during which the
1310 association is prevented from filing a foreclosure action by an automatic stay resulting from a
1311 bankruptcy petition filed by the parcel owner or any other person claiming an interest in the parcel. The
1312 claim of lien secures all unpaid assessments that are due and that may accrue after the claim of lien is
1313 recorded and through the entry of a final judgment, as well as interest, administrative late fees, and all
1314 reasonable costs and attorney fees incurred by the association incident to the collection process. Upon
1315 payment in full, the person making the payment is entitled to a satisfaction of the lien.

1316 (c) By recording a notice in substantially the following form, a unit owner or the unit owner's agent or
1317 attorney may require the association to enforce a recorded claim of lien against his or her condominium
1318 parcel:

1319

1320 NOTICE OF CONTEST OF LIEN

1321

1322 TO: (Name and address of association) You are notified that the undersigned contests the claim of lien
1323 filed by you on , (year) , and recorded in Official Records Book at Page , of the public records of
1324 County, Florida, and that the time within which you may file suit to enforce your lien is limited to 90
1325 days from the date of service of this notice. Executed this day of , (year) .

1326

1327 Signed: (Owner or Attorney)

1328

1329 After notice of contest of lien has been recorded, the clerk of the circuit court shall mail a copy of the
1330 recorded notice to the association by certified mail, return receipt requested, at the address shown in
1331 the claim of lien or most recent amendment to it and shall certify to the service on the face of the
1332 notice. Service is complete upon mailing. After service, the association has 90 days in which to file an
1333 action to enforce the lien; and, if the action is not filed within the 90-day period, the lien is void.
1334 However, the 90-day period shall be extended for any length of time during which the association is
1335 prevented from filing its action because of an automatic stay resulting from the filing of a bankruptcy
1336 petition by the unit owner or by any other person claiming an interest in the parcel.

1337 (d) A release of lien must be in substantially the following form:

1338

1339 RELEASE OF LIEN

1340

1341 The undersigned lienor, in consideration of the final payment in the amount of \$, hereby waives and
1342 releases its lien and right to claim a lien for unpaid assessments through , (year) , recorded in the
1343 Official Records Book at Page , of the public records of County, Florida, for the following described
1344 real property:

1345

1346 UNIT NO. OF (NAME OF CONDOMINIUM) , A CONDOMINIUM AS SET FORTH IN THE DECLARATION OF
1347 CONDOMINIUM AND THE EXHIBITS ANNEXED THERETO AND FORMING A PART THEREOF, RECORDED IN
1348 OFFICIAL RECORDS BOOK , PAGE , OF THE PUBLIC RECORDS OF COUNTY, FLORIDA. THE ABOVE
1349 DESCRIPTION INCLUDES, BUT IS NOT LIMITED TO, ALL APPURTENANCES TO THE CONDOMINIUM UNIT
1350 ABOVE DESCRIBED, INCLUDING THE UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SAID
1351 CONDOMINIUM.

1352

1353 (Signature of Authorized Agent) (Signature of Witness)

1354

1355 (Print Name) (Print Name)

1356

1357 (Signature of Witness)

1358

1359 (Print Name)

1360

1361 Sworn to (or affirmed) and subscribed before me this day of , (year) , by (name of person making
1362 statement) .

1363

1364 (Signature of Notary Public)

1365

1366 (Print, type, or stamp commissioned name of Notary Public)

1367

1368 Personally Known OR Produced as identification.

1369 (6)(a) The association may bring an action in its name to foreclose a lien for assessments in the manner
1370 a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for
1371 the unpaid assessments without waiving any claim of lien. The association is entitled to recover its
1372 reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money
1373 judgment for unpaid assessments.

1374 (b) No foreclosure judgment may be entered until at least 30 days after the association gives written
1375 notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. The
1376 notice must be in substantially the following form:

1377

1378 DELINQUENT ASSESSMENT

1379

1380 This letter is to inform you a Claim of Lien has been filed against your property because you have not
1381 paid the (type of assessment) assessment to (name of association) . The association intends to
1382 foreclose the lien and collect the unpaid amount within 30 days of this letter being provided to you.

1383

1384 You owe the interest accruing from (month/year) to the present. As of the date of this letter, the total
1385 amount due with interest is \$. All costs of any action and interest from this day forward will also be
1386 charged to your account.

1387

1388 Any questions concerning this matter should be directed to (insert name, addresses, and telephone
1389 numbers of association representative) .

1390

1391 If this notice is not given at least 30 days before the foreclosure action is filed, and if the unpaid
1392 assessments, including those coming due after the claim of lien is recorded, are paid before the entry of
1393 a final judgment of foreclosure, the association shall not recover attorney's fees or costs. The notice
1394 must be given by delivery of a copy of it to the unit owner or by certified or registered mail, return

1395 receipt requested, addressed to the unit owner at his or her last known address; and, upon such mailing,
1396 the notice shall be deemed to have been given, and the court shall proceed with the foreclosure action
1397 and may award attorney's fees and costs as permitted by law. The notice requirements of this
1398 subsection are satisfied if the unit owner records a notice of contest of lien as provided in subsection (5).
1399 The notice requirements of this subsection do not apply if an action to foreclose a mortgage on the
1400 condominium unit is pending before any court; if the rights of the association would be affected by such
1401 foreclosure; and if actual, constructive, or substitute service of process has been made on the unit
1402 owner.

1403 (c) If the unit owner remains in possession of the unit after a foreclosure judgment has been entered,
1404 the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit. If the unit
1405 is rented or leased during the pendency of the foreclosure action, the association is entitled to the
1406 appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party
1407 which does not prevail in the foreclosure action.

1408 (d) The association has the power to purchase the condominium parcel at the foreclosure sale and to
1409 hold, lease, mortgage, or convey it.

1410 (7) A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in
1411 lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such
1412 parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due
1413 during the period of such ownership.

1414 (8) Within 10 business days after receiving a written or electronic request therefor from a unit owner
1415 or the unit owner's designee, or a unit mortgagee or the unit mortgagee's designee, the association
1416 shall issue the estoppel certificate. Each association shall designate on its website a person or entity
1417 with a street or e-mail address for receipt of a request for an estoppel certificate issued pursuant to this
1418 section. The estoppel certificate must be provided by hand delivery, regular mail, or e-mail to the
1419 requestor on the date of issuance of the estoppel certificate.

1420 (a) An estoppel certificate may be completed by any board member, authorized agent, or authorized
1421 representative of the association, including any authorized agent, authorized representative, or
1422 employee of a management company authorized to complete this form on behalf of the board or
1423 association. The estoppel certificate must contain all of the following information and must be
1424 substantially in the following form:

1425

1426 1. Date of issuance:

1427

1428 2. Name(s) of the unit owner(s) as reflected in the books and records of the association:

1429

1430 3. Unit designation and address:

1431

1432 4. Parking or garage space number, as reflected in the books and records of the association:

1433

1434 5. Attorney's name and contact information if the account is delinquent and has been turned over to
1435 an attorney for collection. No fee may be charged for this information.

1436

1437 6. Fee for the preparation and delivery of the estoppel certificate:

1438

1439 7. Name of the requestor:

1440

1441 8. Assessment information and other information:

1442

1443 ASSESSMENT INFORMATION:

1444

1445 a. The regular periodic assessment levied against the unit is \$ per (insert frequency of payment) .

1446

1447 b. The regular periodic assessment is paid through (insert date paid through) .

1448

1449 c. The next installment of the regular periodic assessment is due (insert due date) in the amount of \$
1450 .

1451

1452 d. An itemized list of all assessments, special assessments, and other moneys owed on the date of
1453 issuance to the association by the unit owner for a specific unit is provided.

1454

1455 e. An itemized list of any additional assessments, special assessments, and other moneys that are
1456 scheduled to become due for each day after the date of issuance for the effective period of the estoppel
1457 certificate is provided. In calculating the amounts that are scheduled to become due, the association
1458 may assume that any delinquent amounts will remain delinquent during the effective period of the
1459 estoppel certificate.

1460

1461 OTHER INFORMATION:

1462

1463 f. Is there a capital contribution fee, resale fee, transfer fee, or other fee due? (Yes) (No) . If yes,
1464 specify the type and the amount of the fee.

1465

1466 g. Is there any open violation of rule or regulation noticed to the unit owner in the association official
1467 records? (Yes) (No) .

1468

1469 h. Do the rules and regulations of the association applicable to the unit require approval by the board
1470 of directors of the association for the transfer of the unit? (Yes) (No) . If yes, has the board approved
1471 the transfer of the unit? (Yes) (No) .

1472

1473 i. Is there a right of first refusal provided to the members or the association? (Yes) (No) . If yes,
1474 have the members or the association exercised that right of first refusal? (Yes) (No) .

1475

1476 j. Provide a list of, and contact information for, all other associations of which the unit is a member.

1477

1478 k. Provide contact information for all insurance maintained by the association.

1479

1480 l. Provide the signature of an officer or authorized agent of the association.

1481

1482 The association, at its option, may include additional information in the estoppel certificate.

1483 (b) An estoppel certificate that is hand delivered or sent by electronic means has a 30-day effective
1484 period. An estoppel certificate that is sent by regular mail has a 35-day effective period. If additional
1485 information or a mistake related to the estoppel certificate becomes known to the association within
1486 the effective period, an amended estoppel certificate may be delivered and becomes effective if a sale
1487 or refinancing of the unit has not been completed during the effective period. A fee may not be charged
1488 for an amended estoppel certificate. An amended estoppel certificate must be delivered on the date of
1489 issuance, and a new 30-day or 35-day effective period begins on such date.

1490 (c) An association waives the right to collect any moneys owed in excess of the amounts specified in
1491 the estoppel certificate from any person who in good faith relies upon the estoppel certificate and from
1492 the person's successors and assigns.

1493 (d) If an association receives a request for an estoppel certificate from a unit owner or the unit owner's
1494 designee, or a unit mortgagee or the unit mortgagee's designee, and fails to deliver the estoppel
1495 certificate within 10 business days, a fee may not be charged for the preparation and delivery of that
1496 estoppel certificate.

1497 (e) A summary proceeding pursuant to s. 51.011 may be brought to compel compliance with this
1498 subsection, and in any such action the prevailing party is entitled to recover reasonable attorney fees.

1499 (f) Notwithstanding any limitation on transfer fees contained in s. 718.112(2)(i), an association or its
1500 authorized agent may charge a reasonable fee for the preparation and delivery of an estoppel
1501 certificate, which may not exceed \$250, if, on the date the certificate is issued, no delinquent amounts
1502 are owed to the association for the applicable unit. If an estoppel certificate is requested on an
1503 expedited basis and delivered within 3 business days after the request, the association may charge an
1504 additional fee of \$100. If a delinquent amount is owed to the association for the applicable unit, an
1505 additional fee for the estoppel certificate may not exceed \$150.

1506 (g) If estoppel certificates for multiple units owned by the same owner are simultaneously requested
1507 from the same association and there are no past due monetary obligations owed to the association, the
1508 statement of moneys due for those units may be delivered in one or more estoppel certificates, and,
1509 even though the fee for each unit shall be computed as set forth in paragraph (f), the total fee that the
1510 association may charge for the preparation and delivery of the estoppel certificates may not exceed, in
1511 the aggregate:

1512 1. For 25 or fewer units, \$750.

1513 2. For 26 to 50 units, \$1,000.

1514 3. For 51 to 100 units, \$1,500.

1515 4. For more than 100 units, \$2,500.

1516 (h) The authority to charge a fee for the preparation and delivery of the estoppel certificate must be
1517 established by a written resolution adopted by the board or provided by a written management,
1518 bookkeeping, or maintenance contract and is payable upon the preparation of the certificate. If the
1519 certificate is requested in conjunction with the sale or mortgage of a unit but the closing does not occur
1520 and no later than 30 days after the closing date for which the certificate was sought the preparer
1521 receives a written request, accompanied by reasonable documentation, that the sale did not occur from
1522 a payor that is not the unit owner, the fee shall be refunded to that payor within 30 days after receipt of
1523 the request. The refund is the obligation of the unit owner, and the association may collect it from that
1524 owner in the same manner as an assessment as provided in this section. The right to reimbursement
1525 may not be waived or modified by any contract or agreement. The prevailing party in any action brought
1526 to enforce a right of reimbursement shall be awarded damages and all applicable attorney fees and
1527 costs.

1528 (i) The fees specified in this subsection shall be adjusted every 5 years in an amount equal to the total
1529 of the annual increases for that 5-year period in the Consumer Price Index for All Urban Consumers, U.S.
1530 City Average, All Items. The Department of Business and Professional Regulation shall periodically
1531 calculate the fees, rounded to the nearest dollar, and publish the amounts, as adjusted, on its website.

1532 (9)(a) A unit owner may not be excused from payment of the unit owner's share of common expenses
1533 unless all other unit owners are likewise proportionately excluded from payment, except as provided in
1534 subsection (1) and in the following cases:

1535 1. If authorized by the declaration, a developer who is offering units for sale may elect to be excused
1536 from payment of assessments against those unsold units for a stated period of time after the declaration
1537 is recorded. However, the developer must pay common expenses incurred during such period which
1538 exceed regular periodic assessments against other unit owners in the same condominium. The stated
1539 period must terminate no later than the first day of the fourth calendar month following the month in
1540 which the first closing occurs of a purchase contract for a unit in that condominium. If a developer-
1541 controlled association has maintained all insurance coverage required by s. 718.111(11)(a), common
1542 expenses incurred during the stated period resulting from a natural disaster or an act of God occurring
1543 during the stated period, which are not covered by proceeds from insurance maintained by the
1544 association, may be assessed against all unit owners owning units on the date of such natural disaster or
1545 act of God, and their respective successors and assigns, including the developer with respect to units
1546 owned by the developer. In the event of such an assessment, all units shall be assessed in accordance
1547 with s. 718.115(2).

1548 2. A developer who owns condominium units, and who is offering the units for sale, may be excused
1549 from payment of assessments against those unsold units for the period of time the developer has
1550 guaranteed to all purchasers or other unit owners in the same condominium that assessments will not
1551 exceed a stated dollar amount and that the developer will pay any common expenses that exceed the
1552 guaranteed amount. Such guarantee may be stated in the purchase contract, declaration, prospectus, or
1553 written agreement between the developer and a majority of the unit owners other than the developer
1554 and may provide that, after the initial guarantee period, the developer may extend the guarantee for
1555 one or more stated periods. If a developer-controlled association has maintained all insurance coverage
1556 required by s. 718.111(11)(a), common expenses incurred during a guarantee period, as a result of a
1557 natural disaster or an act of God occurring during the same guarantee period, which are not covered by
1558 the proceeds from such insurance, may be assessed against all unit owners owning units on the date of
1559 such natural disaster or act of God, and their successors and assigns, including the developer with
1560 respect to units owned by the developer. Any such assessment shall be in accordance with s. 718.115(2)
1561 or (4), as applicable.

1562 (b) If the purchase contract, declaration, prospectus, or written agreement between the developer and
1563 a majority of unit owners other than the developer provides for the developer to be excused from
1564 payment of assessments under paragraph (a), only regular periodic assessments for common expenses
1565 as provided for in the declaration and prospectus and disclosed in the estimated operating budget shall
1566 be used for payment of common expenses during any period in which the developer is excused.
1567 Accordingly, no funds which are receivable from unit purchasers or unit owners and payable to the
1568 association, including capital contributions or startup funds collected from unit purchasers at closing,
1569 may be used for payment of such common expenses.

1570 (c) If a developer of a multicondominium is excused from payment of assessments under paragraph
1571 (a), the developer's financial obligation to the multicondominium association during any period in which
1572 the developer is excused from payment of assessments is as follows:

1573 1. The developer shall pay the common expenses of a condominium affected by a guarantee, including
1574 the funding of reserves as provided in the adopted annual budget of that condominium, which exceed
1575 the regular periodic assessments at the guaranteed level against all other unit owners within that
1576 condominium.

1577 2. The developer shall pay the common expenses of a multicondominium association, including the
1578 funding of reserves as provided in the adopted annual budget of the association, which are allocated to
1579 units within a condominium affected by a guarantee and which exceed the regular periodic assessments
1580 against all other unit owners within that condominium.

1581 (10) The specific purpose or purposes of any special assessment, including any contingent special
1582 assessment levied in conjunction with the purchase of an insurance policy authorized by s. 718.111(11),
1583 approved in accordance with the condominium documents shall be set forth in a written notice of such
1584 assessment sent or delivered to each unit owner. The funds collected pursuant to a special assessment
1585 shall be used only for the specific purpose or purposes set forth in such notice. However, upon
1586 completion of such specific purpose or purposes, any excess funds will be considered common surplus,
1587 and may, at the discretion of the board, either be returned to the unit owners or applied as a credit
1588 toward future assessments.

1589 (11)(a) If the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary
1590 obligation due to the association, the association may make a written demand that the tenant pay to
1591 the association the subsequent rental payments and continue to make such payments until all monetary
1592 obligations of the unit owner related to the unit have been paid in full to the association. The tenant
1593 must pay the monetary obligations to the association until the association releases the tenant or the
1594 tenant discontinues tenancy in the unit.

1595 1. The association must provide the tenant a notice, by hand delivery or United States mail, in
1596 substantially the following form:

1597

1598 Pursuant to section 718.116(11), Florida Statutes, the association demands that you pay your rent
1599 directly to the condominium association and continue doing so until the association notifies you
1600 otherwise.

1601

1602 Payment due the condominium association may be in the same form as you paid your landlord and must
1603 be sent by United States mail or hand delivery to (full address) , payable to (name) .

1604

1605 Your obligation to pay your rent to the association begins immediately, unless you have already paid
1606 rent to your landlord for the current period before receiving this notice. In that case, you must provide
1607 the association written proof of your payment within 14 days after receiving this notice and your
1608 obligation to pay rent to the association would then begin with the next rental period.

1609

1610 Pursuant to section 718.116(11), Florida Statutes, your payment of rent to the association gives you
1611 complete immunity from any claim for the rent by your landlord for all amounts timely paid to the
1612 association.

1613 2. The association must mail written notice to the unit owner of the association's demand that the
1614 tenant make payments to the association.

1615 3. The association shall, upon request, provide the tenant with written receipts for payments made.
1616 4. A tenant is immune from any claim by the landlord or unit owner related to the rent timely paid to
1617 the association after the association has made written demand.

1618 (b) If the tenant paid rent to the landlord or unit owner for a given rental period before receiving the
1619 demand from the association and provides written evidence to the association of having paid the rent
1620 within 14 days after receiving the demand, the tenant shall begin making rental payments to the
1621 association for the following rental period and shall continue making rental payments to the association
1622 to be credited against the monetary obligations of the unit owner until the association releases the
1623 tenant or the tenant discontinues tenancy in the unit.

1624 (c) The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord.
1625 The tenant's landlord shall provide the tenant a credit against rents due to the landlord in the amount of
1626 moneys paid to the association.

1627 (d) The association may issue notice under s. 83.56 and sue for eviction under ss. 83.59-83.625 as if the
1628 association were a landlord under part II of chapter 83 if the tenant fails to pay a required payment to
1629 the association after written demand has been made to the tenant. However, the association is not
1630 otherwise considered a landlord under chapter 83 and specifically has no obligations under s. 83.51.

1631 (e) [Except as provided by s. 718.111\(12\)](#), ~~¶~~the tenant does not, by virtue of payment of monetary
1632 obligations to the association, have any of the rights of a unit owner to vote in any election or to
1633 examine the books and records of the association.

1634 (f) A court may supersede the effect of this subsection by appointing a receiver.

1635 History.—s. 1, ch. 76-222; s. 1, ch. 77-174; s. 9, ch. 77-221; s. 7, ch. 77-222; s. 6, ch. 78-328; s. 8, ch. 84-
1636 368; s. 12, ch. 90-151; s. 9, ch. 91-103; ss. 4, 5, ch. 91-426; s. 6, ch. 92-49; s. 10, ch. 94-350; s. 87, ch. 95-
1637 211; s. 856, ch. 97-102; s. 7, ch. 98-322; s. 33, ch. 99-6; s. 1, ch. 2000-201; s. 56, ch. 2000-302; s. 7, ch.
1638 2003-14; s. 6, ch. 2007-80; s. 5, ch. 2008-240; s. 12, ch. 2010-174; s. 6, ch. 2011-196; s. 10, ch. 2014-133;
1639 s. 3, ch. 2014-146; s. 89, ch. 2015-2; s. 9, ch. 2015-97; s. 1, ch. 2017-93.

1640

1641 718.3027 Conflicts of interest.—

1642 (1) Directors and officers of a board of an association that is not a timeshare [or nonresidential](#)
1643 condominium association, and the relatives of such directors and officers, must disclose to the board
1644 any activity that may reasonably be construed to be a conflict of interest. A rebuttable presumption of a
1645 conflict of interest exists if any of the following occurs without prior notice, as required in subsection (4):

1646 (a) A director or an officer, or a relative of a director or an officer, enters into a contract for goods or
1647 services with the association.

1648 (b) A director or an officer, or a relative of a director or an officer, holds an [ownership](#) interest in a
1649 corporation, limited liability corporation, partnership, limited liability partnership, or other business
1650 entity that conducts business with the association or proposes to enter into a contract or other
1651 transaction with the association. [This section does not apply to a service provider or provider of goods in](#)

1652 which a board member or officer, or a relative within the third degree of consanguinity by blood or
1653 marriage of a board member or officer, owns less than 1 percent of the equity shares of the provider.

1654 (2) If a director or an officer, or a relative of a director or an officer, proposes to engage in an activity
1655 that is a conflict of interest, as described in subsection (1), the proposed activity ~~must be listed on,~~ and
1656 all relevant contracts and transactional documents related to the proposed activity must be ~~attached-~~
1657 ~~to,~~listed on the meeting agenda and such contracts and transactional documents made available to unit
1658 owners or their authorized representatives upon request. If the board votes against the proposed
1659 activity, the director or officer, or the relative of the director or officer, must notify the board in writing
1660 of his or her intention not to pursue the proposed activity with the association or to withdraw from
1661 office. If the board finds that an officer or a director has ~~violated this subsection~~failed to disclose any
1662 activity that may reasonably be construed to be a conflict of interest, the officer or director shall be
1663 deemed removed from office by the board of directors. The vacancy shall be filled according to general
1664 law.

1665 (3) A director or an officer, or a relative of a director or an officer, who is a party to, or has an interest
1666 in, an activity that is a possible conflict of interest, as described in subsection (1), may attend the
1667 meeting at which the activity is considered by the board and is authorized to make a presentation to the
1668 board regarding the activity. After the presentation, the director or officer, or the relative of the director
1669 or officer, must leave the meeting during the discussion of, and the vote on, the activity. A director or an
1670 officer who is a party to, or has an interest in, the activity must recuse himself or herself from the vote.

1671 (4) A contract entered into between a director or an officer, or a relative of a director or an officer, and
1672 the association, which is not a timeshare or nonresidential condominium association, that has not been
1673 properly disclosed as a conflict of interest or potential conflict of interest as required by s.
1674 718.111(12)(g) is voidable and terminates upon the filing of a written notice terminating the contract
1675 with the board of directors which contains the consent of at least 20 percent of the voting interests of
1676 the association. In the event of a dispute as to whether the conflict was properly disclosed or not, the 20
1677 percent of the voting interests of the association who wish to terminate the contract may pursue an
1678 action pursuant to s. 607.07401 or s. 617.07401, as may be applicable. If the 20 percent of the voting
1679 interests of the association who wish to terminate the contract is successful in its action under s.
1680 607.07401 or s. 617.07401, the officer or director with the conflict shall be deemed removed from
1681 office.

1682 (5) As used in this section, the term “relative” means a relative within the third degree of
1683 consanguinity by blood or marriage.

1684 History.—s. 6, ch. 2017-188.

1685

1686 718.5012 Ombudsman; powers and duties.—The ombudsman shall have the powers that are
1687 necessary to carry out the duties of his or her office, including the following specific powers:

1688 (1) To have access to and use of all files and records of the division.

1689 (2) To employ professional and clerical staff as necessary for the efficient operation of the office.

1690 (3) To prepare and issue reports and recommendations to the Governor, the department, the division,
1691 the Advisory Council on Condominiums, the President of the Senate, and the Speaker of the House of
1692 Representatives on any matter or subject within the jurisdiction of the division. The ombudsman shall
1693 make recommendations he or she deems appropriate for legislation relative to division procedures,
1694 rules, jurisdiction, personnel, and functions.

1695 (4) To act as liaison between the division, unit owners, boards of directors, board members,
1696 community association managers, and other affected parties. The ombudsman shall develop policies
1697 and procedures to assist unit owners, boards of directors, board members, community association
1698 managers, and other affected parties to understand their rights and responsibilities as set forth in this
1699 chapter and the condominium documents governing their respective association. The ombudsman shall
1700 coordinate and assist in the preparation and adoption of educational and reference material, and shall
1701 endeavor to coordinate with private or volunteer providers of these services, so that the availability of
1702 these resources is made known to the largest possible audience.

1703 (5) To monitor and review procedures and disputes concerning condominium elections or meetings,
1704 including, but not limited to, recommending that the division pursue enforcement action in any manner
1705 where there is reasonable cause to believe that election misconduct has occurred and reviewing [all](#)
1706 [official records of the association, including but not limited to](#) secret ballots cast at a vote of the
1707 association.

1708 (6) To make recommendations to the division for changes in rules and procedures for the filing,
1709 investigation, and resolution of complaints filed by unit owners, associations, and managers.

1710 (7) To provide resources to assist members of boards of directors and officers of associations to carry
1711 out their powers and duties consistent with this chapter, division rules, and the condominium
1712 documents governing the association.

1713 (8) To encourage and facilitate voluntary meetings with and between unit owners, boards of directors,
1714 board members, community association managers, and other affected parties when the meetings may
1715 assist in resolving a dispute within a community association before a person submits a dispute for a
1716 formal or administrative remedy. It is the intent of the Legislature that the ombudsman act as a neutral
1717 resource for both the rights and responsibilities of unit owners, associations, and board members.

1718 (9) To assist with the resolution of disputes between unit owners and the association or between unit
1719 owners when the dispute is not within the jurisdiction of the division to resolve.

1720 (10) Fifteen percent of the total voting interests in a condominium association, or six unit owners,
1721 whichever is greater, may petition the ombudsman to appoint an election monitor to attend the annual
1722 meeting of the unit owners and conduct the election of directors. The ombudsman shall appoint a
1723 division employee, a person or persons specializing in condominium election monitoring, or an attorney
1724 licensed to practice in this state as the election monitor. All costs associated with the election
1725 monitoring process shall be paid by the association. The division shall adopt a rule establishing
1726 procedures for the appointment of election monitors and the scope and extent of the monitor's role in
1727 the election process.

1728 History.—ss. 7, 36, ch. 2004-345; s. 22, ch. 2008-28; s. 8, ch. 2017-188.

1729

1730 ~~718.71 Financial reporting.—An association shall provide an annual report to the department containing~~
1731 ~~the names of all of the financial institutions with which it maintains accounts, and a copy of such report~~
1732 ~~may be obtained from the department upon written request of any association member.~~

1733 ~~History.—s. 9, ch. 2017-188.~~

1734

1735

Summary report:	
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Table moves from	0
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Embedded Excel	0
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