

**By** the Committees on Community Affairs; and Regulated Industries; and Senator Fasano

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1                   A bill to be entitled  
2       An act relating to condominium, cooperative, and  
3       homeowners' associations; amending s. 633.0215, F.S.;  
4       exempting certain residential buildings from a  
5       requirement to install a manual fire alarm system;  
6       amending s. 718.111, F.S.; revising provisions  
7       relating to the official records of condominium  
8       associations; providing for disclosure of employment  
9       agreements or compensation paid to association  
10      employees; amending s. 718.112, F.S.; revising  
11      provisions relating to bylaws; providing that board of  
12      administration meetings discussing personnel matters  
13      are not open to unit members; revising requirements  
14      for electing the board of directors; providing for  
15      continued office and for filling vacancies under  
16      certain circumstances; specifying unit owner  
17      eligibility for board membership; requiring that  
18      certain educational curriculum be completed within a  
19      specified time before the election or appointment of a  
20      board director; amending s. 718.113, F.S.; authorizing  
21      the board of a condominium association to install  
22      impact glass or other code-compliant windows under  
23      certain circumstances; amending s. 718.114, F.S.;  
24      requiring the vote or written consent of a majority of  
25      the voting interests before a condominium association  
26      may enter into certain agreements to acquire  
27      leaseholds, memberships, or other possessory or use  
28      interests; amending s. 718.116, F.S.; revising  
29      provisions relating to condominium assessments;

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30 authorizing the association to charge for collection  
31 services for delinquent accounts; authorizing a claim  
32 of lien to secure reasonable expenses for collection  
33 services for a delinquent account; requiring any rent  
34 payments received by an association from a tenant to  
35 be applied to the oldest delinquent monetary  
36 obligation of a unit owner; amending s. 718.117, F.S.;  
37 providing a procedure for the termination of ownership  
38 of a condominium if the units have been totally  
39 destroyed or demolished; providing procedures and  
40 requirements for partial termination of a condominium  
41 property; requiring that a lien against a condominium  
42 unit being terminated be transferred to the proceeds  
43 of sale for that property; amending s. 718.303, F.S.;  
44 revising provisions relating to imposing remedies  
45 against a delinquent unit owner or occupant; providing  
46 for the suspension of certain rights of use or voting  
47 rights; requiring that the suspension of certain  
48 rights of use or voting rights be approved at a  
49 noticed board meeting; amending s. 718.703, F.S.;  
50 redefining the term "bulk assignee" for purposes of  
51 the Distressed Condominium Relief Act; amending s.  
52 718.704, F.S.; revising provisions relating to the  
53 assignment of developer rights by a bulk assignee;  
54 amending s. 718.705, F.S.; revising provisions  
55 relating to the transfer of control of a condominium  
56 board of administration to unit owners; amending s.  
57 718.706, F.S.; revising provisions relating to the  
58 offering of units by a bulk assignee or bulk buyer;

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amending s. 718.707, F.S.; revising the time  
limitation for classification as a bulk assignee or  
bulk buyer; amending s. 719.108, F.S.; authorizing an  
association to charge for collection services for  
delinquent accounts; authorizing a claim of lien to  
secure reasonable expenses for collection services for  
a delinquent account; requiring any rent payments  
received by a cooperative association from a tenant to  
be applied to the oldest delinquent monetary  
obligation of a unit owner; amending s. 719.303, F.S.;  
revising provisions relating to imposing remedies  
against a delinquent unit owner or occupant; providing  
for the suspension of certain rights of use or voting  
rights; requiring that the suspension of certain  
rights of use or voting rights be approved at a  
noticed board meeting; amending s. 720.301, F.S.;  
revising the definition of the term "declaration of  
covenants"; amending s. 720.303, F.S.; revising  
provisions relating to records that are not accessible  
to members of a homeowners' association; providing for  
disclosure of employment agreements and compensation  
paid to association employees; amending s. 720.305,  
F.S.; revising provisions relating to imposing  
remedies against a delinquent member of a homeowners'  
association; requiring that the suspension of certain  
rights of use or voting rights be approved at a  
noticed board meeting; amending s. 720.306, F.S.;  
providing limitations on who may serve on the board of  
directors of a homeowners' association; amending s.

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720.3085, F.S.; authorizing an association to charge for collection services for delinquent accounts; authorizing a claim of lien to secure expenses for collection services for a delinquent account; requiring any rent payments received by an association from a tenant to be applied to the oldest delinquent monetary obligation of a parcel owner; amending s. 720.309, F.S.; providing for the allocation of communication services by a homeowners' association; providing for the cancellation of communication contracts; providing that hearing-impaired or legally blind owners and owners receiving certain supplemental security income or food stamps may discontinue the service without incurring costs; providing that residents may not be denied access to available franchised, licensed, or certificated cable or video service providers; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (14) of section 633.0215, Florida Statutes, is amended to read:

633.0215 Florida Fire Prevention Code.—

(14) A condominium, cooperative, or multifamily residential building that is less than four ~~one or two~~ stories in height and has an exterior corridor providing a means of egress is exempt from installing a manual fire alarm system as required in s. 9.6 of the most recent edition of the Life Safety Code adopted in the Florida Fire Prevention Code. This is intended to clarify

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117 existing law.

118 Section 2. Paragraphs (a) and (c) of subsection (12) of  
119 section 718.111, Florida Statutes, are amended to read:

120 718.111 The association.—

121 (12) OFFICIAL RECORDS.—

122 (a) From the inception of the association, the association  
123 shall maintain each of the following items, if applicable, which  
124 constitute ~~shall constitute~~ the official records of the  
125 association:

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

128 2. A photocopy of the recorded declaration of condominium  
129 of each condominium operated by the association and ~~of~~ each  
130 amendment to each declaration.

131 3. A photocopy of the recorded bylaws of the association  
132 and ~~of~~ each amendment to the bylaws.

133 4. A certified copy of the articles of incorporation of the  
134 association, or other documents creating the association, and ~~of~~  
135 each amendment thereto.

136 5. A copy of the current rules of the association.

137 6. A book or books that ~~which~~ contain the minutes of all  
138 meetings of the association, ~~of~~ the board of administration, and  
139 the ~~of~~ unit owners, which minutes must be retained for at least  
140 7 years.

141 7. A current roster of all unit owners and their mailing  
142 addresses, unit identifications, voting certifications, and, if  
143 known, telephone numbers. The association shall also maintain  
144 the electronic mailing addresses and facsimile ~~the~~ numbers  
145 ~~designated by unit owners for receiving notice sent by~~

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146 ~~electronic transmission of those~~ unit owners consenting to  
147 receive notice by electronic transmission. The electronic  
148 mailing addresses and facsimile telephone numbers may not be  
149 accessible to unit owners ~~must be removed from association~~  
150 ~~records~~ if consent to receive notice by electronic transmission  
151 is not provided in accordance with subparagraph (c)5 ~~revoked~~.  
152 However, the association is not liable for an erroneous  
153 disclosure of the electronic mail address or facsimile ~~the~~  
154 number for receiving electronic transmission of notices.

155 8. All current insurance policies of the association and  
156 condominiums operated by the association.

157 9. A current copy of any management agreement, lease, or  
158 other contract to which the association is a party or under  
159 which the association or the unit owners have an obligation or  
160 responsibility.

161 10. Bills of sale or transfer for all property owned by the  
162 association.

163 11. Accounting records for the association and separate  
164 accounting records for each condominium that ~~which~~ the  
165 association operates. All accounting records must ~~shall~~ be  
166 maintained for at least 7 years. Any person who knowingly or  
167 intentionally defaces or destroys such ~~accounting~~ records  
168 ~~required to be created and maintained by this chapter during the~~  
169 ~~period for which such records are required to be maintained, or~~  
170 who knowingly or intentionally fails to create or maintain such  
171 records, with the intent of causing harm to the association or  
172 one or more of its members, is personally subject to a civil  
173 penalty pursuant to s. 718.501(1)(d). The accounting records  
174 must include, but are not limited to:

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175 a. Accurate, itemized, and detailed records of all receipts  
176 and expenditures.

177 b. A current account and a monthly, bimonthly, or quarterly  
178 statement of the account for each unit designating the name of  
179 the unit owner, the due date and amount of each assessment, the  
180 amount paid on ~~upon~~ the account, and the balance due.

181 c. All audits, reviews, accounting statements, and  
182 financial reports of the association or condominium.

183 d. All contracts for work to be performed. Bids for work to  
184 be performed are also considered official records and must be  
185 maintained by the association.

186 12. Ballots, sign-in sheets, voting proxies, and all other  
187 papers relating to voting by unit owners, which must be  
188 maintained for 1 year from the date of the election, vote, or  
189 meeting to which the document relates, notwithstanding paragraph  
190 (b).

191 13. All rental records if the association is acting as  
192 agent for the rental of condominium units.

193 14. A copy of the current question and answer sheet as  
194 described in s. 718.504.

195 15. All other records of the association not specifically  
196 included in the foregoing which are related to the operation of  
197 the association.

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

200 (c) The official records of the association are open to  
201 inspection by any association member or the authorized  
202 representative of such member at all reasonable times. The right  
203 to inspect the records includes the right to make or obtain

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204 copies, at the reasonable expense, if any, of the member. The  
205 association may adopt reasonable rules regarding the frequency,  
206 time, location, notice, and manner of record inspections and  
207 copying. The failure of an association to provide the records  
208 within 10 working days after receipt of a written request  
209 creates a rebuttable presumption that the association willfully  
210 failed to comply with this paragraph. A unit owner who is denied  
211 access to official records is entitled to the actual damages or  
212 minimum damages for the association's willful failure to comply.  
213 Minimum damages are ~~shall be~~ \$50 per calendar day for up to 10  
214 days, beginning ~~the calculation to begin~~ on the 11th working day  
215 after receipt of the written request. The failure to permit  
216 inspection ~~of the association records as provided herein~~  
217 entitles any person prevailing in an enforcement action to  
218 recover reasonable attorney's fees from the person in control of  
219 the records who, directly or indirectly, knowingly denied access  
220 to the records. ~~Any person who knowingly or intentionally~~  
221 ~~defaces or destroys accounting records that are required by this~~  
222 ~~chapter to be maintained during the period for which such~~  
223 ~~records are required to be maintained, or who knowingly or~~  
224 ~~intentionally fails to create or maintain accounting records~~  
225 ~~that are required to be created or maintained, with the intent~~  
226 ~~of causing harm to the association or one or more of its~~  
227 ~~members, is personally subject to a civil penalty pursuant to s.~~  
228 ~~718.501(1)(d).~~ The association shall maintain an adequate number  
229 of copies of the declaration, articles of incorporation, bylaws,  
230 and rules, and all amendments to each of the foregoing, as well  
231 as the question and answer sheet as described ~~provided for~~ in s.  
232 718.504 and year-end financial information required under ~~in~~



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233 this section, on the condominium property to ensure their  
234 availability to unit owners and prospective purchasers, and may  
235 charge its actual costs for preparing and furnishing these  
236 documents to those requesting the documents. Notwithstanding ~~the~~  
237 ~~provisions of~~ this paragraph, the following records are not  
238 accessible to unit owners:

239 1. Any record protected by the lawyer-client privilege as  
240 described in s. 90.502; and any record protected by the work-  
241 product privilege, including a ~~any~~ record prepared by an  
242 association attorney or prepared at the attorney's express  
243 direction, ~~+~~ which reflects a mental impression, conclusion,  
244 litigation strategy, or legal theory of the attorney or the  
245 association, and which was prepared exclusively for civil or  
246 criminal litigation or for adversarial administrative  
247 proceedings, or which was prepared in anticipation of such  
248 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~  
249 ~~administrative~~ proceedings until the conclusion of the  
250 litigation or ~~adversarial administrative~~ proceedings.

251 2. Information obtained by an association in connection  
252 with the approval of the lease, sale, or other transfer of a  
253 unit.

254 3. Personnel records of association or management company  
255 employees, including, but not limited to, disciplinary, payroll,  
256 health, and insurance records. For purposes of this  
257 subparagraph, the term "personnel records" does not include  
258 written employment agreements with an association employee or  
259 budgetary or financial records that indicate the compensation  
260 paid to an association employee.

261 4. Medical records of unit owners.

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262       5. Social security numbers, driver's license numbers,  
263 credit card numbers, e-mail addresses, telephone numbers,  
264 facsimile numbers, emergency contact information, ~~any~~ addresses  
265 of a unit owner ~~other than as provided to fulfill the~~  
266 ~~association's notice requirements~~, and other personal  
267 identifying information of any person, excluding the person's  
268 name, unit designation, mailing address, ~~and~~ property address,  
269 and any address, e-mail address, or facsimile number provided to  
270 the association to fulfill the association's notice  
271 requirements. However, an owner may consent in writing to the  
272 disclosure of protected information described in this  
273 subparagraph. The association is not liable for the disclosure  
274 of information that is protected under this subparagraph if the  
275 information is included in an official record of the association  
276 and is voluntarily provided by an owner and not requested by the  
277 association.

278       6. ~~Any~~ Electronic security measures ~~measure~~ that are ~~is~~  
279 used by the association to safeguard data, including passwords.

280       7. The software and operating system used by the  
281 association which allow the ~~allows~~ manipulation of data, even if  
282 the owner owns a copy of the same software used by the  
283 association. The data is part of the official records of the  
284 association.

285       Section 3. Paragraphs (b), (c), and (d) of subsection (2)  
286 of section 718.112, Florida Statutes, are amended to read:

287       718.112 Bylaws.—

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

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

1. Unless a lower number is provided in the bylaws, the percentage of voting interests required to constitute a quorum at a meeting of the members is ~~shall be~~ a majority of the voting interests. Unless otherwise provided in this chapter or in the declaration, articles of incorporation, or bylaws, and except as provided in subparagraph (d)4. ~~(d)3.~~, decisions shall be made by ~~owners of~~ a majority of the voting interests represented at a meeting at which a quorum is present.

2. Except as specifically otherwise provided herein, ~~after January 1, 1992,~~ unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the division. A ~~No~~ voting interest or consent right allocated to a unit owned by the association may not ~~shall~~ be exercised or considered for any purpose, whether for a quorum, an election, or otherwise. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with subparagraph (f)2.; for votes taken to waive the financial reporting requirements of s. 718.111(13); for votes taken to amend the declaration pursuant to s. 718.110; for votes taken to amend the articles of incorporation or bylaws pursuant to this section; and for any other matter for which this chapter requires or permits a vote of the unit owners. Except as provided in paragraph (d), a ~~after January 1, 1992, no~~ proxy, limited or general, may not ~~shall~~ be used in the election of board members. General proxies may be used for other matters for which limited proxies are not required, and may ~~also~~ be used in voting for nonsubstantive changes to items for which a

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320 limited proxy is required and given. Notwithstanding ~~the~~  
321 ~~provisions of~~ this subparagraph, unit owners may vote in person  
322 at unit owner meetings. This subparagraph does not ~~Nothing~~  
323 ~~contained herein shall~~ limit the use of general proxies or  
324 require the use of limited proxies for any agenda item or  
325 election at any meeting of a timeshare condominium association.

326 3. Any proxy given is ~~shall be~~ effective only for the  
327 specific meeting for which originally given and any lawfully  
328 adjourned meetings thereof. A ~~In no event shall any~~ proxy is not  
329 ~~be valid for a period~~ longer than 90 days after the date of the  
330 first meeting for which it was given. Every proxy is revocable  
331 at any time at the pleasure of the unit owner executing it.

332 4. A member of the board of administration or a committee  
333 may submit in writing his or her agreement or disagreement with  
334 any action taken at a meeting that the member did not attend.  
335 This agreement or disagreement may not be used as a vote for or  
336 against the action taken or to create ~~and may not be used for~~  
337 ~~the purposes of creating~~ a quorum.

338 5. If ~~When~~ any of the board or committee members meet by  
339 telephone conference, those board or committee members ~~attending~~  
340 ~~by telephone conference~~ may be counted toward obtaining a quorum  
341 and may vote by telephone. A telephone speaker must be used so  
342 that the conversation of those ~~board or committee~~ members  
343 ~~attending by telephone~~ may be heard by the board or committee  
344 members attending in person as well as by any unit owners  
345 present at a meeting.

346 (c) *Board of administration meetings.*—Meetings of the board  
347 of administration at which a quorum of the members is present  
348 are ~~shall be~~ open to all unit owners. A ~~Any~~ unit owner may tape

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record or videotape the meetings ~~of the board of administration~~.  
The right to attend such meetings includes the right to speak at  
such meetings with reference to all designated agenda items. The  
division shall adopt reasonable rules governing the tape  
recording and videotaping of the meeting. The association may  
adopt written reasonable rules governing the frequency,  
duration, and manner of unit owner statements.

1. Adequate notice of all board meetings, which must ~~notice~~  
~~shall~~ specifically identify all ~~incorporate an identification of~~  
agenda items, must ~~shall~~ be posted conspicuously on the  
condominium property at least 48 continuous hours before  
~~preceding~~ the meeting except in an emergency. If 20 percent of  
the voting interests petition the board to address an item of  
business, the board ~~shall~~ at its next regular board meeting or  
at a special meeting of the board, but not later than 60 days  
after the receipt of the petition, shall place the item on the  
agenda. Any item not included on the notice may be taken up on  
an emergency basis by at least a majority plus one of the board  
members ~~of the board~~. Such emergency action must ~~shall~~ be  
noticed and ratified at the next regular board meeting ~~of the~~  
~~board~~. However, written notice of any meeting at which  
nonemergency special assessments, or at which amendment to rules  
regarding unit use, will be considered must ~~shall~~ be mailed,  
delivered, or electronically transmitted to the unit owners and  
posted conspicuously on the condominium property at least ~~not~~  
~~less than~~ 14 days before ~~prior to~~ the meeting. Evidence of  
compliance with this 14-day notice requirement ~~must~~ ~~shall~~ be  
made by an affidavit executed by the person providing the notice  
and filed with ~~among~~ the official records of the association.

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378 Upon notice to the unit owners, the board shall, by duly adopted  
379 rule, designate a specific location on the condominium ~~property~~  
380 or association property where ~~upon which~~ all notices of board  
381 meetings are to ~~shall~~ be posted. If there is no condominium  
382 property or association property where ~~upon which~~ notices can be  
383 posted, notices ~~of board meetings~~ shall be mailed, delivered, or  
384 electronically transmitted at least 14 days before the meeting  
385 to the owner of each unit. In lieu of or in addition to the  
386 physical posting of the notice ~~of any meeting of the board of~~  
387 ~~administration~~ on the condominium property, the association may,  
388 by reasonable rule, adopt a procedure for conspicuously posting  
389 and repeatedly broadcasting the notice and the agenda on a  
390 closed-circuit cable television system serving the condominium  
391 association. However, if broadcast notice is used in lieu of a  
392 notice ~~posted~~ physically posted on ~~the~~ condominium property, the  
393 notice and agenda must be broadcast at least four times every  
394 broadcast hour of each day that a posted notice is otherwise  
395 required under this section. If ~~When~~ broadcast notice is  
396 provided, the notice and agenda must be broadcast in a manner  
397 and for a sufficient continuous length of time so as to allow an  
398 average reader to observe the notice and read and comprehend the  
399 entire content of the notice and the agenda. Notice of any  
400 meeting in which regular or special assessments against unit  
401 owners are to be considered for any reason must ~~shall~~  
402 specifically state that assessments will be considered and  
403 provide the nature, estimated cost, and description of the  
404 purposes for such assessments.

405       2. Meetings of a committee to take final action on behalf  
406 of the board or make recommendations to the board regarding the

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

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

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

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

(d) *Unit owner meetings.*—

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

2. Unless the bylaws provide otherwise, a vacancy on the board caused by the expiration of a director's term shall be filled by electing a new board member, and the election must be by secret ballot. An election is not required ~~However,~~ if the number of vacancies equals or exceeds the number of candidates, ~~an election is not required.~~ For purposes of this paragraph, the term "candidate" means an eligible person who has timely

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submitted the written notice, as described in sub-subparagraph 4.a., of his or her intention to become a candidate. Except in a timeshare condominium, or if the staggered term of a board member does not expire until a later annual meeting, or if all members terms would otherwise expire but there are no candidates, the terms of all board members ~~of the board~~ expire at the annual meeting, and such ~~board~~ members may stand for reelection unless prohibited ~~otherwise permitted~~ by the bylaws. If the bylaws permit staggered terms of no more than 2 years and upon approval of a majority of the total voting interests, the association board members may serve 2-year staggered terms. If the number of board members whose terms expire at the annual meeting equals or ~~have expired~~ exceeds the number of candidates, the candidates become members of the board effective upon the adjournment of the annual meeting. Unless the bylaws provide otherwise, any remaining vacancies shall be filled by the affirmative vote of the majority of the directors making up the newly constituted board even if the directors constitute less than a quorum or there is only one director ~~eligible members showing interest in or demonstrating an intention to run for the vacant positions, each board member whose term has expired is eligible for reappointment to the board of administration and need not stand for reelection.~~ In a condominium association of more than 10 units or in a condominium association that does not include timeshare units or timeshare interests, coowners of a unit may not serve as members of the board of directors at the same time unless they own more than one unit or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy. Any unit owner desiring to be



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465 a candidate for board membership must comply with sub-  
466 subparagraph 4.a. and must be eligible to serve on the board of  
467 directors at the time of the deadline for submitting a notice of  
468 intent to run, and continuously thereafter, in order to have his  
469 or her name listed as a proper candidate on the ballot or to  
470 serve on the board ~~3.a.~~ A person who has been suspended or  
471 removed by the division under this chapter, or who is delinquent  
472 in the payment of any fee, fine, or special or regular  
473 assessment as provided in paragraph (n), is not eligible for  
474 board membership. A person who has been convicted of any felony  
475 in this state or in a United States District or Territorial  
476 Court, or who has been convicted of any offense in another  
477 jurisdiction which ~~that~~ would be considered a felony if  
478 committed in this state, is not eligible for board membership  
479 unless such felon's civil rights have been restored for at least  
480 5 years as of the date ~~on which~~ such person seeks election to  
481 the board. The validity of an action by the board is not  
482 affected if it is later determined that a board member ~~of the~~  
483 ~~board~~ is ineligible for board membership due to having been  
484 convicted of a felony.

485 ~~3.2.~~ The bylaws must provide the method of calling meetings  
486 of unit owners, including annual meetings. Written notice, ~~which~~  
487 must include an agenda, must ~~shall~~ be mailed, hand delivered, or  
488 electronically transmitted to each unit owner at least 14 days  
489 before the annual meeting, and must be posted in a conspicuous  
490 place on the condominium property at least 14 continuous days  
491 before ~~preceding~~ the annual meeting. Upon notice to the unit  
492 owners, the board shall, by duly adopted rule, designate a  
493 specific location on the condominium property or association

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property where ~~upon which~~ all notices of unit owner meetings shall be posted. This requirement does not apply ~~However,~~ if there is no condominium property or association property for posting ~~upon which notices can be posted,~~ ~~this requirement does not apply.~~ In lieu of, or in addition to, the physical posting of meeting notices, the association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the condominium association. However, if broadcast notice is used ~~in lieu of a notice posted physically on the condominium property,~~ the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. If broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Unless a unit owner waives in writing the right to receive notice of the annual meeting, such notice must be hand delivered, mailed, or electronically transmitted to each unit owner. Notice for meetings and notice for all other purposes must be mailed to each unit owner at the address last furnished to the association by the unit owner, or hand delivered to each unit owner. However, if a unit is owned by more than one person, the association must ~~shall~~ provide notice, ~~for meetings and all other purposes,~~ to the ~~that one~~ address that ~~which~~ the developer ~~initially~~ identifies for that purpose and thereafter as one or more of the owners of the unit ~~shall~~ advise the association in writing, or if no address is given or

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the owners of the unit do not agree, to the address provided on the deed of record. An officer of the association, or the manager or other person providing notice of the association meeting, must ~~shall~~ provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the association affirming that the notice was mailed or hand delivered, in accordance with this provision.

4.3- The members of the board shall be elected by written ballot or voting machine. Proxies may not be used in electing the board in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in this chapter.

a. At least 60 days before a scheduled election, the association shall mail, deliver, or electronically transmit, ~~whether~~ by separate association mailing or included in another association mailing, delivery, or transmission, including regularly published newsletters, to each unit owner entitled to a vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the association at least 40 days before a scheduled election. Together with the written notice and agenda as set forth in subparagraph 3. 2-, the association shall mail, deliver, or electronically transmit a second notice of the election to all unit owners entitled to vote, together with a ballot that lists all candidates. Upon request of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, must be included with the mailing, delivery, or

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transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the association. The association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper. The division shall by rule establish voting procedures consistent with this sub-subparagraph, including rules establishing procedures for giving notice by electronic transmission and rules providing for the secrecy of ballots. Elections shall be decided by a plurality of ~~those~~ ballots cast. There is no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election ~~of members of the board~~. A unit owner may not permit any other person to vote his or her ballot, and any ballots improperly cast are invalid. A~~provided any~~ unit owner who violates this provision may be fined by the association in accordance with s. 718.303. A unit owner who needs assistance in casting the ballot for the reasons stated in s. 101.051 may obtain such assistance. The regular election must occur on the date of the annual meeting. ~~This sub-subparagraph does not apply to timeshare condominium associations.~~ Notwithstanding this sub-subparagraph, an election is not required unless more candidates file notices of intent to run or are nominated than board vacancies exist.

b. Within 90 days after being elected or appointed to the board, each newly elected or appointed director shall certify in writing to the secretary of the association that he or she has read the association's declaration of condominium, articles of incorporation, bylaws, and current written policies; that he or

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581 she will work to uphold such documents and policies to the best  
582 of his or her ability; and that he or she will faithfully  
583 discharge his or her fiduciary responsibility to the  
584 association's members. In lieu of this written certification,  
585 within 90 days after being elected or appointed to the board,  
586 the newly elected or appointed director may submit a certificate  
587 of having satisfactorily completed ~~satisfactory completion of~~  
588 the educational curriculum administered by a division-approved  
589 condominium education provider within 1 year before or 90 days  
590 after the date of election or appointment. The written  
591 certification or educational certificate is valid and does not  
592 have to be resubmitted as long as the director serves on the  
593 board without interruption. A director who fails to timely file  
594 the written certification or educational certificate is  
595 suspended from service on the board until he or she complies  
596 with this sub-subparagraph. The board may temporarily fill the  
597 vacancy during the period of suspension. The secretary shall  
598 cause the association to retain a director's written  
599 certification or educational certificate for inspection by the  
600 members for 5 years after a director's election. Failure to have  
601 such written certification or educational certificate on file  
602 does not affect the validity of any board action. This chapter  
603 does not limit the use of general or limited proxies, require  
604 the use of general or limited proxies, or require the use of a  
605 written ballot or voting machine for any agenda item or election  
606 at any meeting of a timeshare condominium association.

607 5.4. Any approval by unit owners called for by this chapter  
608 or the applicable declaration or bylaws, including, but not  
609 limited to, the approval requirement in s. 718.111(8), must

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610 ~~shall~~ be made at a duly noticed meeting of unit owners and is  
611 subject to all requirements of this chapter or the applicable  
612 condominium documents relating to unit owner decisionmaking,  
613 except that unit owners may take action by written agreement,  
614 without meetings, on matters for which action by written  
615 agreement without meetings is expressly allowed by the  
616 applicable bylaws or declaration or any law ~~statute~~ that  
617 provides for such action.

618 ~~6.5.~~ Unit owners may waive notice of specific meetings if  
619 allowed by the applicable bylaws or declaration or any law  
620 ~~statute~~. If authorized by the bylaws, notice of meetings of the  
621 board of administration, unit owner meetings, except unit owner  
622 meetings called to recall board members under paragraph (j), and  
623 committee meetings may be given by electronic transmission to  
624 unit owners who consent to receive notice by electronic  
625 transmission.

626 ~~7.6.~~ Unit owners ~~shall~~ have the right to participate in  
627 meetings of unit owners with reference to all designated agenda  
628 items. However, the association may adopt reasonable rules  
629 governing the frequency, duration, and manner of unit owner  
630 participation.

631 ~~8.7.~~ A ~~Any~~ unit owner may tape record or videotape a  
632 meeting of the unit owners subject to reasonable rules adopted  
633 by the division.

634 ~~9.8.~~ Unless otherwise provided in the bylaws, any vacancy  
635 occurring on the board before the expiration of a term may be  
636 filled by the affirmative vote of the majority of the remaining  
637 directors, even if the remaining directors constitute less than  
638 a quorum, or by the sole remaining director. In the alternative,

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639 a board may hold an election to fill the vacancy, in which case  
640 the election procedures must conform to ~~the requirements of sub-~~  
641 subparagraph 4.a. ~~3.a.~~ unless the association governs 10 units  
642 or fewer and has opted out of the statutory election process, in  
643 which case the bylaws of the association control. Unless  
644 otherwise provided in the bylaws, a board member appointed or  
645 elected under this section shall fill the vacancy for the  
646 unexpired term of the seat being filled. Filling vacancies  
647 created by recall is governed by paragraph (j) and rules adopted  
648 by the division.

649  
650 Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a.  
651 ~~(d)3.a.~~, an association of 10 or fewer units may, by affirmative  
652 vote of a majority of the total voting interests, provide for  
653 different voting and election procedures in its bylaws, which  
654 ~~vote~~ may be by a proxy specifically delineating the different  
655 voting and election procedures. The different voting and  
656 election procedures may provide for elections to be conducted by  
657 limited or general proxy.

658 Section 4. Subsection (5) of section 718.113, Florida  
659 Statutes, is amended to read:

660 718.113 Maintenance; limitation upon improvement; display  
661 of flag; hurricane shutters; display of religious decorations.—

662 (5) Each board of administration shall adopt hurricane  
663 shutter specifications for each building within each condominium  
664 operated by the association which ~~shall~~ include color, style,  
665 and other factors deemed relevant by the board. All  
666 specifications adopted by the board must ~~shall~~ comply with the  
667 applicable building code.

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668 (a) The board may, subject to ~~the provisions of s.~~  
669 718.3026~~7~~, and the approval of a majority of voting interests of  
670 the condominium, install hurricane shutters, impact glass or  
671 other code-compliant windows, or hurricane protection that  
672 complies with or exceeds the applicable building code. ~~However,~~  
673 ~~or both, except that~~ a vote of the owners is not required if the  
674 maintenance, repair, and replacement of hurricane shutters,  
675 impact glass, or other code-compliant windows ~~or other forms of~~  
676 ~~hurricane protection~~ are the responsibility of the association  
677 pursuant to the declaration of condominium. ~~If However, where~~  
678 hurricane protection or laminated glass or window film  
679 architecturally designed to function as hurricane protection  
680 which complies with or exceeds the current applicable building  
681 code has been previously installed, the board may not install  
682 hurricane shutters, ~~or other~~ hurricane protection, or impact  
683 glass or other code-compliant windows except upon approval by a  
684 majority vote of the voting interests.

685 (b) The association is ~~shall be~~ responsible for the  
686 maintenance, repair, and replacement of the hurricane shutters  
687 or other hurricane protection authorized by this subsection if  
688 such hurricane shutters or other hurricane protection is the  
689 responsibility of the association pursuant to the declaration of  
690 condominium. If the hurricane shutters or other hurricane  
691 protection is ~~authorized by this subsection~~ are the  
692 responsibility of the unit owners pursuant to the declaration of  
693 condominium, the responsibility for the maintenance, repair, and  
694 replacement of such items is ~~shall be~~ the responsibility of the  
695 unit owner.

696 (c) The board may operate shutters installed pursuant to



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697 this subsection without permission of the unit owners only if  
698 ~~where~~ such operation is necessary to preserve and protect the  
699 condominium property and association property. The installation,  
700 replacement, operation, repair, and maintenance of such shutters  
701 in accordance with the procedures set forth in this paragraph  
702 are ~~herein shall not be deemed~~ a material alteration to the  
703 common elements or association property within the meaning of  
704 this section.

705 (d) Notwithstanding any other provision ~~to the contrary~~ in  
706 the condominium documents, if approval is required by the  
707 documents, a board may ~~shall~~ not refuse to approve the  
708 installation or replacement of hurricane shutters by a unit  
709 owner conforming to the specifications adopted by the board.

710 Section 5. Section 718.114, Florida Statutes, is amended to  
711 read:

712 718.114 Association powers.—An association may ~~has the~~  
713 ~~power to~~ enter into agreements, to acquire leaseholds,  
714 memberships, and other possessory or use interests in lands or  
715 facilities such as country clubs, golf courses, marinas, and  
716 other recreational facilities, ~~It has this power~~ whether or not  
717 the lands or facilities are contiguous to the lands of the  
718 condominium, if such lands and facilities ~~they~~ are intended to  
719 provide enjoyment, recreation, or other use or benefit to the  
720 unit owners. All of these leaseholds, memberships, and other  
721 possessory or use interests existing or created at the time of  
722 recording the declaration must be stated and fully described in  
723 the declaration. Subsequent to the recording of the declaration,  
724 agreements acquiring these leaseholds, memberships, or other  
725 possessory or use interests which are not entered into within 12

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months following the recording of the declaration ~~are shall be~~  
~~considered~~ a material alteration or substantial addition to the  
real property that is association property, and the association  
may not acquire or enter into such agreements ~~acquiring these~~  
~~leaseholds, memberships, or other possessory or use interests~~  
except upon a vote of, or written consent by, a majority of the  
total voting interests or as authorized by the declaration as  
provided in s. 718.113. The declaration may provide that the  
rental, membership fees, operations, replacements, and other  
expenses are common expenses and may impose covenants and  
restrictions concerning their use and may contain other  
provisions not inconsistent with this chapter. A condominium  
association may conduct bingo games as provided in s. 849.0931.

Section 6. Subsection (3), paragraph (b) of subsection (5),  
and subsection (11) of section 718.116, Florida Statutes, are  
amended to read:

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

(3) Assessments and installments on assessments which are  
not paid when due bear interest at the rate provided in the  
declaration, from the due date until paid. The ~~This~~ rate may not  
exceed the rate allowed by law, and, if no rate is provided in  
the declaration, interest accrues at the rate of 18 percent per  
year. ~~Also,~~ If provided by the declaration or bylaws, the  
association may, in addition to such interest, charge an  
administrative late fee of up to the greater of \$25 or 5 percent  
of ~~each installment of the assessment for~~ each delinquent  
installment for which the payment is late. The association may  
also charge for reasonable expenses incurred by the association

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for collection services that are reasonably related to the collection of the delinquent account rendered by a community association manager or community association management firm, as specified in a written agreement with such community association manager or firm, and payable to the community association manager or firm as a liquidated sum. Any payment received by an association must be applied first to any interest accrued by the association, then to any administrative late fee, then to expenses for collection services, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing is applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to chapter 687 or s. 718.303(4) ~~718.303(3)~~.

(5)

(b) To be valid, a claim of lien must state the description of the condominium parcel, the name of the record owner, the name and address of the association, the amount due, and the due dates. It must be executed and acknowledged by an officer or authorized agent of the association. The lien is not effective ~~longer than~~ 1 year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The 1-year period is automatically extended for any length of time during which the association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the parcel owner or any other person claiming an interest in the parcel. The claim of lien secures all unpaid assessments that are due and that may accrue after the claim of lien is recorded and through the entry of a

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784 final judgment, as well as interest and all reasonable costs and  
785 attorney's fees incurred by the association incident to the  
786 collection process. The claim of lien also secures reasonable  
787 expenses for collection services incurred before filing a claim  
788 as provided in subsection (3). Upon payment in full, the person  
789 making the payment is entitled to a satisfaction of the lien.  
790

791 After notice of contest of lien has been recorded, the clerk of  
792 the circuit court shall mail a copy of the recorded notice to  
793 the association by certified mail, return receipt requested, at  
794 the address shown in the claim of lien or most recent amendment  
795 to it and shall certify to the service on the face of the  
796 notice. Service is complete upon mailing. After service, the  
797 association has 90 days in which to file an action to enforce  
798 the lien; and, if the action is not filed within the 90-day  
799 period, the lien is void. However, the 90-day period shall be  
800 extended for any length of time during which ~~that~~ the  
801 association is prevented from filing its action because of an  
802 automatic stay resulting from the filing of a bankruptcy  
803 petition by the unit owner or by any other person claiming an  
804 interest in the parcel.

805 (11) If the unit is occupied by a tenant and the unit owner  
806 is delinquent in paying any monetary obligation due to the  
807 association, the association may make a written demand that the  
808 tenant pay rent to the association ~~the future monetary~~  
809 ~~obligations related to the condominium unit to the association,~~  
810 and continue to the tenant must make such payments until all  
811 monetary obligations of the unit owner related to the unit have  
812 been paid in full to the association ~~payment. The demand is~~

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813 ~~continuing in nature and, upon demand,~~ The tenant must pay rent  
814 ~~the monetary obligations~~ to the association until the  
815 association releases the tenant or the tenant discontinues  
816 tenancy in the unit. The association must mail written notice to  
817 the unit owner of the association's demand that the tenant make  
818 payments to the association. The association shall, upon  
819 request, provide the tenant with written receipts for payments  
820 made. A tenant ~~who acts in good faith in response to a written~~  
821 ~~demand from an association~~ is immune from any claim by ~~from~~ the  
822 unit owner related to the rent once the association has made  
823 written demand. Any payment received from a tenant must be  
824 applied to the unit owner's oldest delinquent monetary  
825 obligation.

826 (a) If the tenant paid ~~prepaid~~ rent to the unit owner for a  
827 given rental period before receiving the demand from the  
828 association and provides written evidence of prepaying ~~paying~~  
829 the rent to the association within 14 days after receiving the  
830 demand, the tenant shall receive credit for the prepaid rent for  
831 the applicable period but ~~and~~ must make any subsequent rental  
832 payments to the association to be credited against the monetary  
833 obligations of the unit owner ~~to the association.~~

834 (b) The tenant is not liable for increases in the amount of  
835 the monetary obligations due unless the tenant was notified in  
836 writing of the increase at least 10 days before the date the  
837 rent is due. The liability of the tenant may not exceed the  
838 amount due from the tenant to the tenant's landlord. The  
839 tenant's landlord shall provide the tenant a credit against  
840 rents due to the unit owner in the amount of moneys paid to the  
841 association ~~under this section.~~

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(c) The association may issue notices under s. 83.56 and ~~may~~ sue for eviction under ss. 83.59-83.625 as if the association were a landlord under part II of chapter 83 if the tenant fails to pay a required payment to the association. However, the association is not otherwise considered a landlord under chapter 83 and specifically has no obligations ~~duties~~ under s. 83.51.

(d) The tenant does not, by virtue of payment of rent ~~monetary obligations~~ to the association, have any of the rights of a unit owner to vote in any election or to examine the books and records of the association.

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

Section 7. Paragraph (c) is added to subsection (2) of section 718.117, Florida Statutes, and subsections (3), (4), and (11), paragraphs (a) and (d) of subsection (12), subsection (14), paragraph (a) of subsection (17), and subsections (18) and (19) of that section are amended, to read:

718.117 Termination of condominium.—

(2) TERMINATION BECAUSE OF ECONOMIC WASTE OR IMPOSSIBILITY.—

(c) Notwithstanding paragraph (a), a condominium that includes units and timeshare estates where the improvements have been totally destroyed or demolished may be terminated pursuant to a plan of termination proposed by a unit owner upon filing a petition in court seeking equitable relief.

1. Within 10 days after filing the petition, and in lieu of the requirements of paragraph (15)(a), the petitioner shall record the proposed plan of termination and mail copies of the

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871 plan and the petition to:

872 a. Each member of the board of directors of the association  
873 identified in the most recent annual report filed with the  
874 department of state and the registered agent of the association  
875 if the association has not been dissolved as a matter of law;

876 b. The managing entity as defined in s. 721.05;

877 c. Each unit owner and each timeshare estate owner at the  
878 address reflected in the official records of the association, or  
879 if the association records cannot be obtained by the petitioner,  
880 each unit owner and each timeshare estate owner at the address  
881 listed in the office of the tax collector for tax notices; and

882 d. Each holder of a recorded mortgage lien affecting a unit  
883 or timeshare estate at the address appearing on the recorded  
884 mortgage or any recorded assignment thereof.

885 2. The association as class representative if it has not  
886 been dissolved as a matter of law, the managing entity as  
887 defined in s. 721.05, any unit owner, timeshare estate owner, or  
888 holder of a recorded mortgage lien affecting a unit or timeshare  
889 estate may intervene in the proceedings to contest the proposed  
890 plan of termination brought pursuant to this paragraph. The  
891 provisions of subsection (9), to the extent inconsistent with  
892 this paragraph, and subsection (16) are not applicable to a  
893 party contesting a plan of termination under this paragraph. If  
894 no party intervenes to contest the proposed plan within 45 days  
895 after filing the petition, the petitioner may move the court to  
896 enter a final judgment authorizing that the plan of termination  
897 be implemented. If a party timely intervenes to contest the  
898 proposed plan, the plan may not be implemented until a final  
899 judgment has been entered by the court finding that the proposed

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900 plan of termination is fair and reasonable and authorizing  
901 implementation of the plan.

902 (3) OPTIONAL TERMINATION.—Except as provided in subsection  
903 (2) or unless the declaration provides for a lower percentage,  
904 the condominium form of ownership ~~of the property~~ may be  
905 terminated for all or a portion of the condominium property  
906 pursuant to a plan of termination approved by at least 80  
907 percent of the total voting interests of the condominium if no  
908 ~~not~~ more than 10 percent of the total voting interests of the  
909 condominium have rejected the plan of termination by negative  
910 vote or by providing written objections thereto. This subsection  
911 does not apply to condominiums in which 75 percent or more of  
912 the units are timeshare units.

913 (4) EXEMPTION.—A plan of termination is not an amendment  
914 subject to s. 718.110(4). In a partial termination, a plan of  
915 termination is not an amendment subject to s. 718.110(4) if the  
916 ownership share of the common elements of a surviving unit in  
917 the condominium remains in the same proportion to the surviving  
918 units as it was before the partial termination.

919 (11) PLAN OF TERMINATION; OPTIONAL PROVISIONS; CONDITIONAL  
920 TERMINATION.—

921 (a) The plan of termination may provide that each unit  
922 owner retains the exclusive right of possession to the portion  
923 of the real estate which ~~that~~ formerly constituted the unit if,  
924 ~~in which case~~ the plan specifies ~~must specify~~ the conditions of  
925 possession. In a partial termination, the plan of termination as  
926 specified in subsection (10) must also identify the units that  
927 survive the partial termination and provide that such units  
928 remain in the condominium form of ownership pursuant to an



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929 amendment to the declaration of condominium or an amended and  
930 restated declaration. In a partial termination, title to the  
931 surviving units and common elements that remain part of the  
932 condominium property specified in the plan of termination remain  
933 vested in the ownership shown in the public records and do not  
934 vest in the termination trustee.

935 (b) In a conditional termination, the plan must specify the  
936 conditions for termination. A conditional plan does not vest  
937 title in the termination trustee until the plan and a  
938 certificate executed by the association with the formalities of  
939 a deed, confirming that the conditions in the conditional plan  
940 have been satisfied or waived by the requisite percentage of the  
941 voting interests, have been recorded. In a partial termination,  
942 the plan does not vest title to the surviving units or common  
943 elements that remain part of the condominium property in the  
944 termination trustee.

945 (12) ALLOCATION OF PROCEEDS OF SALE OF CONDOMINIUM  
946 PROPERTY.—

947 (a) Unless the declaration expressly provides for the  
948 allocation of the proceeds of sale of condominium property, the  
949 plan of termination must first apportion the proceeds between  
950 the aggregate value of all units and the value of the common  
951 elements, based on their respective fair market values  
952 immediately before the termination, as determined by one or more  
953 independent appraisers selected by the association or  
954 termination trustee. In a partial termination, the aggregate  
955 values of the units and common elements that are being  
956 terminated must be separately determined, and the plan of  
957 termination must specify the allocation of the proceeds of sale

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958 for the units and common elements.

959 (d) Liens that encumber a unit shall be transferred to the  
960 proceeds of sale of the condominium property and the proceeds of  
961 sale or other distribution of association property, common  
962 surplus, or other association assets attributable to such unit  
963 in their same priority. In a partial termination, liens that  
964 encumber a unit being terminated must be transferred to the  
965 proceeds of sale of that portion of the condominium property  
966 being terminated which are attributable to such unit. The  
967 proceeds of any sale of condominium property pursuant to a plan  
968 of termination may not be deemed to be common surplus or  
969 association property.

970 (14) TITLE VESTED IN TERMINATION TRUSTEE.—If termination is  
971 pursuant to a plan of termination under subsection (2) or  
972 subsection (3), ~~the unit owners' rights and title to as tenants~~  
973 ~~in common in undivided interests in~~ the condominium property  
974 being terminated vests ~~vest~~ in the termination trustee when the  
975 plan is recorded or at a later date specified in the plan. The  
976 unit owners thereafter become the beneficiaries of the proceeds  
977 realized from the plan of termination as set forth in the plan.  
978 The termination trustee may deal with the condominium property  
979 being terminated or any interest therein if the plan confers on  
980 the trustee the authority to protect, conserve, manage, sell, or  
981 dispose of the condominium property. The trustee, on behalf of  
982 the unit owners, may contract for the sale of real property  
983 being terminated, but the contract is not binding on the unit  
984 owners until the plan is approved pursuant to subsection (2) or  
985 subsection (3).

986 (17) DISTRIBUTION.—

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(a) Following termination of the condominium, the condominium property, association property, common surplus, and other assets of the association shall be held by the termination trustee pursuant to the plan of termination, as trustee for unit owners and holders of liens on the units, in their order of priority unless otherwise set forth in the plan of termination.

(18) ASSOCIATION STATUS.—The termination of a condominium does not change the corporate status of the association that operated the condominium property. The association continues to exist to conclude its affairs, prosecute and defend actions by or against it, collect and discharge obligations, dispose of and convey its property, and collect and divide its assets, but not to act except as necessary to conclude its affairs. In a partial termination, the association may continue as the condominium association for the property that remains subject to the declaration of condominium.

(19) CREATION OF ANOTHER CONDOMINIUM.—The termination or partial termination of a condominium does not bar the filing of a new declaration of condominium ~~or an amended and restated declaration of condominium~~ by the termination trustee, or the trustee's successor in interest, for the terminated property or affecting any portion thereof of the same property. The partial termination of a condominium may provide for the simultaneous filing of an amendment to the declaration of condominium or an amended and restated declaration of condominium by the condominium association for any portion of the property not terminated from the condominium form of ownership.

Section 8. Subsections (3), (4), and (5) of section 718.303, Florida Statutes, are amended, and subsection (6) is

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added to that section, to read:

718.303 Obligations of owners and occupants; remedies.—

(3) ~~If a unit owner is delinquent for more than 90 days in paying a monetary obligation due to the association, the association may suspend the right of a unit owner or a unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the monetary obligation is paid. This subsection does not apply to limited common elements intended to be used only by that unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces, or elevators. The~~ association may ~~also~~ levy reasonable fines for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may ~~does~~ not become a lien against a unit. ~~A fine may not exceed \$100 per violation. However,~~ A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate ~~exceed \$1,000~~.

(a) An association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association.

(b) A fine or suspension may not be imposed ~~levied and a suspension may not be imposed~~ unless the association first provides at least 14 days' written notice and an opportunity for

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a hearing to the unit owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other unit owners who are neither board members nor persons residing in a board member's household. If the committee does not agree ~~with the fine or suspension~~, the fine or suspension may not be ~~levied or~~ imposed.

(4) If a unit owner is more than 90 days delinquent in paying a monetary obligation due to the association, the association may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators. The notice and hearing requirements under subsection (3) do not apply to suspensions imposed under this subsection.

~~(4) The notice and hearing requirements of subsection (3) do not apply to the imposition of suspensions or fines against a unit owner or a unit's occupant, licensee, or invitee because of failing to pay any amounts due the association. If such a fine or suspension is imposed, the association must levy the fine or impose a reasonable suspension at a properly noticed board meeting, and after the imposition of such fine or suspension, the association must notify the unit owner and, if applicable, the unit's occupant, licensee, or invitee by mail or hand delivery.~~

(5) An association may ~~also~~ suspend the voting rights of a member due to nonpayment of any monetary obligation due to the

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association which is more than 90 days delinquent. If a member's voting rights are suspended, that member's suspension may not count for or against a proposed question. The suspension ends upon full payment of all obligations currently due or overdue the association. The notice and hearing requirements under subsection (3) do not apply to a suspension imposed under this subsection.

(6) All suspensions imposed pursuant to subsection (4) or subsection (5) must be approved at a properly noticed board meeting. Upon approval, the association must notify the unit owner and, if applicable, the unit's occupant, licensee, or invitee by mail or hand delivery.

Section 9. Section 718.703, Florida Statutes, is amended to read:

718.703 Definitions.—As used in this part, the term:

(1) "Bulk assignee" means a person who is not a bulk buyer and who:

(a) Acquires more than seven condominium parcels in a single condominium as set forth in s. 718.707; and

(b) Receives an assignment of any of the developer rights, other than or in addition to those rights described in subsection (2), ~~some or all of the rights of the developer~~ as set forth in the declaration of condominium or this chapter: ~~by~~

1. By a written instrument recorded as part of or as an exhibit to the deed; or as

2. By a separate instrument recorded in the public records of the county in which the condominium is located; or

3. Pursuant to a final judgment or certificate of title issued in favor of a purchaser at a foreclosure sale.

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A mortgagee or its assignee may not be deemed a bulk assignee or a developer by reason of the acquisition of condominium units and receipt of an assignment of some or all of a developer rights unless the mortgagee or its assignee exercises any of the developer rights other than those described in subsection (2).

(2) "Bulk buyer" means a person who acquires more than seven condominium parcels in a single condominium as set forth in s. 718.707, but who does not receive an assignment of any developer rights, or receives only some or all of the following rights: ~~other than~~

(a) The right to conduct sales, leasing, and marketing activities within the condominium;

(b) The right to be exempt from the payment of working capital contributions to the condominium association arising out of, or in connection with, the bulk buyer's acquisition of the ~~a bulk number of~~ units; and

(c) The right to be exempt from any rights of first refusal which may be held by the condominium association and would otherwise be applicable to subsequent transfers of title from the bulk buyer to a third party purchaser concerning one or more units.

Section 10. Section 718.704, Florida Statutes, is amended to read:

718.704 Assignment and assumption of developer rights by bulk assignee; bulk buyer.—

(1) A bulk assignee is deemed to have assumed ~~assumes~~ and is liable for all duties and responsibilities of the developer under the declaration and this chapter upon its acquisition of

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1132 title to units and continuously thereafter, except that it is  
1133 not liable for:

1134 (a) Warranties of the developer under s. 718.203(1) or s.  
1135 718.618, except as expressly provided by the bulk assignee in a  
1136 prospectus or offering circular, or the contract for purchase  
1137 and sale executed with a purchaser, or for design, construction,  
1138 development, or repair work performed by or on behalf of the  
1139 ~~such~~ bulk assignee.†

1140 (b) The obligation to:

1141 1. Fund converter reserves under s. 718.618 for a unit that  
1142 was not acquired by the bulk assignee; or

1143 2. Provide implied ~~converter~~ warranties on any portion of  
1144 the condominium property except as expressly provided by the  
1145 bulk assignee in a prospectus or offering circular, or the  
1146 contract for purchase and sale executed with a purchaser, or for  
1147 ~~and pertaining to any~~ design, construction, development, or  
1148 repair work performed by or on behalf of the bulk assignee.†

1149 (c) The requirement to provide the association with a  
1150 cumulative audit of the association's finances from the date of  
1151 formation of the condominium association as required by s.  
1152 718.301(4)(c). However, the bulk assignee must provide an audit  
1153 for the period during which the bulk assignee elects or appoints  
1154 a majority of the members of the board of administration.†

1155 (d) Any liability arising out of or in connection with  
1156 actions taken by the board of administration or the developer-  
1157 appointed directors before the bulk assignee elects or appoints  
1158 a majority of the members of the board of administration.†~~and~~

1159 (e) Any liability for or arising out of the developer's  
1160 failure to fund previous assessments or to resolve budgetary



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deficits in relation to a developer's right to guarantee assessments, except as otherwise provided in subsection (2).

The bulk assignee is ~~also~~ responsible only for delivering documents and materials in accordance with s. 718.705(3). A bulk assignee may expressly assume some or all of the developer obligations ~~of the developer~~ described in paragraphs (a)-(e).

(2) A bulk assignee assigned the developer right receiving ~~the assignment of the rights of the developer~~ to guarantee the level of assessments and fund budgetary deficits pursuant to s. 718.116 assumes and is liable for all obligations of the developer with respect to such guarantee upon its acquisition of title to the units and continuously thereafter, including any applicable funding of reserves to the extent required by law, for as long as the guarantee remains in effect. A bulk assignee not receiving such assignment, or a bulk buyer, does not assume and is not liable for the obligations of the developer with respect to such guarantee, but is responsible for payment of assessments due on or after acquisition of the units in the same manner as all other owners of condominium parcels or as otherwise provided in s. 718.116.

(3) A bulk buyer is liable for the duties and responsibilities of a ~~the~~ developer under the declaration and this chapter only to the extent that such ~~provided in this part, together with any other~~ duties or responsibilities are ~~of the developer~~ expressly assumed in writing by the bulk buyer.

(4) An acquirer of condominium parcels is not a bulk assignee or a bulk buyer if the transfer to such acquirer was made:

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(a) Before the effective date of this part;

(b) With the intent to hinder, delay, or defraud any purchaser, unit owner, or the association; ~~or if the acquirer is~~

(c) By a person who would be considered an insider under s. 726.102(7).

(5) An assignment of developer rights to a bulk assignee may be made by a the developer, a previous bulk assignee, a mortgagee or assignee who has acquired title to the units and received an assignment of rights, or a court acting on behalf of the developer or the previous bulk assignee if such developer rights are held by the predecessor in title to the bulk assignee. At any particular time, there may not be ~~no~~ more than one bulk assignee within a condominium; however, ~~but~~ there may be more than one bulk buyer. If more than one acquirer of condominium parcels in the same condominium receives an assignment of developer rights in addition to those rights described in s. 718.703(2) from the same person, the bulk assignee is the acquirer whose instrument of assignment is recorded first in the public records of the county in which the condominium is located, and any subsequent purported bulk assignee may still qualify as a bulk buyer.

Section 11. Subsections (1) and (3) of section 718.705, Florida Statutes, are amended to read:

718.705 Board of administration; transfer of control.—

(1) If at the time the bulk assignee acquires title to the units and receives an assignment of developer rights, the developer has not relinquished control of the board of administration, for purposes of determining the timing for

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1219 transfer of control of the board of administration of the  
1220 association ~~to unit owners other than the developer under s.~~  
1221 ~~718.301(1)(a) and (b), if a bulk assignee is entitled to elect a~~  
1222 ~~majority of the members of the board,~~ a condominium parcel  
1223 acquired by the bulk assignee is not deemed to be conveyed to a  
1224 purchaser, or owned by an owner other than the developer, until  
1225 the condominium parcel is conveyed to an owner who is not a bulk  
1226 assignee.

1227 (3) If a bulk assignee relinquishes control of the board of  
1228 administration as set forth in s. 718.301, the bulk assignee  
1229 must deliver all of those items required by s. 718.301(4).  
1230 However, the bulk assignee is not required to deliver items and  
1231 documents not in the possession of the bulk assignee if some  
1232 items were or should have been in existence before the bulk  
1233 assignee's acquisition of the units ~~during the period during~~  
1234 ~~which the bulk assignee was entitled to elect at least a~~  
1235 ~~majority of the members of the board of administration.~~ In  
1236 conjunction with the acquisition of units ~~condominium parcels,~~ a  
1237 bulk assignee shall undertake a good faith effort to obtain the  
1238 documents and materials that must be provided to the association  
1239 pursuant to s. 718.301(4). If the bulk assignee is not able to  
1240 obtain ~~all of~~ such documents and materials, the bulk assignee  
1241 must certify in writing to the association the names or  
1242 descriptions of the documents and materials that were not  
1243 obtainable by the bulk assignee. Delivery of the certificate  
1244 relieves the bulk assignee of responsibility for delivering the  
1245 documents and materials referenced in the certificate as  
1246 otherwise required under ss. 718.112 and 718.301 and this part.  
1247 The responsibility of the bulk assignee for the audit required

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by s. 718.301(4) commences as of the date on which the bulk assignee elected or appointed a majority of the members of the board of administration.

Section 12. Section 718.706, Florida Statutes, is amended to read:

718.706 Specific provisions pertaining to offering of units by a bulk assignee or bulk buyer.—

(1) Before offering more than seven any units in a single condominium for sale or for lease for a term exceeding 5 years, a bulk assignee or a bulk buyer must file the following documents with the division and provide such documents to a prospective purchaser or tenant:

(a) An updated prospectus or offering circular, or a supplement to the prospectus or offering circular, filed by the original developer prepared in accordance with s. 718.504, which must include the form of contract for sale and for lease in compliance with s. 718.503(2);

(b) An updated Frequently Asked Questions and Answers sheet;

(c) The executed escrow agreement if required under s. 718.202; and

(d) The financial information required by s. 718.111(13). However, if a financial information report did ~~does~~ not exist ~~for the fiscal year before the~~ acquisition of title by the bulk assignee or bulk buyer, and if ~~or~~ accounting records that cannot be obtained in good faith by the bulk assignee or the bulk buyer which would permit preparation of the required financial information report for that period cannot be obtained despite good faith efforts by the bulk assignee or the bulk buyer, the

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bulk assignee or bulk buyer is excused from the requirement of this paragraph. However, the bulk assignee or bulk buyer must include in the purchase contract the following statement in conspicuous type:

ALL OR A PORTION OF THE FINANCIAL INFORMATION REPORT REQUIRED UNDER S. 718.111(13) FOR THE TIME PERIOD BEFORE THE SELLER'S ACQUISITION OF THE UNIT  
~~IMMEDIATELY PRECEDING FISCAL YEAR OF THE ASSOCIATION~~  
IS NOT AVAILABLE OR CANNOT BE OBTAINED DESPITE THE  
GOOD FAITH EFFORTS OF ~~CREATED BY THE SELLER DUE TO THE~~  
~~INSUFFICIENT ACCOUNTING RECORDS OF THE ASSOCIATION.~~

(2) Before offering more than seven any units in a single condominium for sale or for lease for a term exceeding 5 years, a bulk assignee or a bulk buyer must file with the division and provide to a prospective purchaser or tenant under a lease for a term exceeding 5 years a disclosure statement that includes, but is not limited to:

(a) A description of any ~~rights~~ of the developer rights that developer which have been assigned to the bulk assignee or bulk buyer;

(b) The following statement in conspicuous type:

THE SELLER IS NOT OBLIGATED FOR ANY WARRANTIES OF THE DEVELOPER UNDER S. 718.203(1) OR S. 718.618, AS APPLICABLE, EXCEPT FOR DESIGN, CONSTRUCTION, DEVELOPMENT, OR REPAIR WORK PERFORMED BY OR ON BEHALF OF THE SELLER; and

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(c) If the condominium is a conversion subject to part VI, the following statement in conspicuous type:

THE SELLER HAS NO OBLIGATION TO FUND CONVERTER RESERVES OR TO PROVIDE CONVERTER WARRANTIES UNDER S. 718.618 ON ANY PORTION OF THE CONDOMINIUM PROPERTY EXCEPT AS ~~MAY BE~~ EXPRESSLY REQUIRED OF THE SELLER IN THE CONTRACT FOR PURCHASE AND SALE EXECUTED BY THE SELLER AND THE PREVIOUS DEVELOPER AND PERTAINING TO ANY DESIGN, CONSTRUCTION, DEVELOPMENT, OR REPAIR WORK PERFORMED BY OR ON BEHALF OF THE SELLER.

(3) A bulk assignee, while ~~it is~~ in control of the board of administration of the association, may not authorize, on behalf of the association:

(a) The waiver of reserves or the reduction of funding of the reserves pursuant to s. 718.112(2)(f)2., unless approved by a majority of the voting interests not controlled by the developer, bulk assignee, and bulk buyer; or

(b) The use of reserve expenditures for other purposes pursuant to s. 718.112(2)(f)3., unless approved by a majority of the voting interests not controlled by the developer, bulk assignee, and bulk buyer.

(4) A bulk assignee or a bulk buyer must comply with ~~all the requirements of~~ s. 718.302 regarding any contracts entered into by the association during the period the bulk assignee or bulk buyer maintains control of the board of administration. Unit owners shall be provided ~~afforded~~ all of the rights and ~~the~~

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protections contained in s. 718.302 regarding agreements entered into by the association which are under the control of ~~before unit owners other than the developer, bulk assignee, or bulk buyer elected a majority of the board of administration.~~

(5) Notwithstanding any other provision of this part, a bulk assignee or a bulk buyer is not required to comply with the filing or disclosure requirements of subsections (1) and (2) if all of the units owned by the bulk assignee or bulk buyer are offered and conveyed to a single purchaser in a single transaction. ~~A bulk buyer must comply with the requirements contained in the declaration regarding any transfer of a unit, including sales, leases, and subleases. A bulk buyer is not entitled to any exemptions afforded a developer or successor developer under this chapter regarding the transfer of a unit, including sales, leases, or subleases.~~

Section 13. Section 718.707, Florida Statutes, is amended to read:

718.707 Time limitation for classification as bulk assignee or bulk buyer.—A person acquiring condominium parcels may not be classified as a bulk assignee or bulk buyer unless the condominium parcels were acquired on or after July 1, 2010, but before July 1, 2012. The date of such acquisition shall be determined by the date of recording ~~of~~ a deed or other instrument of conveyance for such parcels in the public records of the county in which the condominium is located, or by the date of issuing ~~issuance of~~ a certificate of title in a foreclosure proceeding with respect to such condominium parcels.

Section 14. Subsections (3), (4), and (10) of section 719.108, Florida Statutes, is amended to read:

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1364 719.108 Rents and assessments; liability; lien and  
1365 priority; interest; collection; cooperative ownership.—

1366 (3) Rents and assessments, and installments on them, not  
1367 paid when due bear interest at the rate provided in the  
1368 cooperative documents from the date due until paid. This rate  
1369 may not exceed the rate allowed by law~~7~~ and, if a rate is not  
1370 provided in the cooperative documents, ~~interest~~ accrues at 18  
1371 percent per annum. If the cooperative documents or bylaws so  
1372 provide, the association may charge an administrative late fee  
1373 in addition to such interest, ~~in an amount~~ not to exceed the  
1374 greater of \$25 or 5 percent of each installment of the  
1375 assessment for each delinquent installment that the payment is  
1376 late. The association may also charge for reasonable expenses  
1377 incurred by the association for collection services that are  
1378 reasonably related to the collection of the delinquent account  
1379 rendered by a community association manager or community  
1380 association management firm, as specified in a written agreement  
1381 with such community association manager or firm, and payable to  
1382 the community association manager or firm as a liquidated sum.  
1383 Any payment received by an association must be applied first to  
1384 any interest accrued by the association, then to any  
1385 administrative late fee, then to expenses for collection  
1386 services, then to any costs and reasonable attorney's fees  
1387 incurred in collection, and then to the delinquent assessment.  
1388 The foregoing applies notwithstanding any restrictive  
1389 endorsement, designation, or instruction placed on or  
1390 accompanying a payment. A late fee is not subject to chapter 687  
1391 or s. 719.303(3).

1392 (4) The association has a lien on each cooperative parcel



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1393 for any unpaid rents and assessments, plus interest, and any  
1394 authorized administrative late fees. The claim of lien also  
1395 secures reasonable expenses for collection services incurred  
1396 before filing a claim as provided in subsection (3),~~and any~~  
1397 ~~reasonable costs for collection services for which the~~  
1398 ~~association has contracted against the unit owner of the~~  
1399 ~~cooperative parcel.~~ If authorized by the cooperative documents,  
1400 the lien also secures reasonable attorney's fees incurred by the  
1401 association incident to the collection of the rents and  
1402 assessments or enforcement of such lien. The lien is effective  
1403 from and after recording a claim of lien in the public records  
1404 in the county in which the cooperative parcel is located which  
1405 states the description of the cooperative parcel, the name of  
1406 the unit owner, the amount due, and the due dates. The lien  
1407 expires if a claim of lien is not filed within 1 year after the  
1408 date the assessment was due, and the lien does not continue for  
1409 longer than 1 year after the claim of lien has been recorded  
1410 unless, within that time, an action to enforce the lien is  
1411 commenced. Except as otherwise provided in this chapter, a lien  
1412 may not be filed by the association against a cooperative parcel  
1413 until 30 days after the date on which a notice of intent to file  
1414 a lien has been delivered to the owner.

1415 (a) The notice must be sent to the unit owner at the  
1416 address of the unit by first-class United States mail and:

1417 1. If the most recent address of the unit owner on the  
1418 records of the association is the address of the unit, the  
1419 notice must be sent by registered or certified mail, return  
1420 receipt requested, to the unit owner at the address of the unit.

1421 2. If the most recent address of the unit owner on the

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records of the association is in the United States, but is not the address of the unit, the notice must be sent by registered or certified mail, return receipt requested, to the unit owner at his or her most recent address.

3. If the most recent address of the unit owner on the records of the association is not in the United States, the notice must be sent by first-class United States mail to the unit owner at his or her most recent address.

(b) A notice that is sent pursuant to this subsection is deemed delivered upon mailing.

(10) If the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay rent to the association ~~the future monetary obligations related to the cooperative share to the association~~ and continue to the tenant must make such payments until all monetary obligations of the unit owner related to the unit have been paid in full to the association ~~payment. The demand is continuing in nature, and upon demand,~~ The tenant must pay the rent the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit. The association must mail written notice to the unit owner of the association's demand that the tenant make payments to the association. The association shall, upon request, provide the tenant with written receipts for payments made. A tenant ~~who acts in good faith in response to a written demand from an association~~ is immune from any claim ~~by~~ from the unit owner related to the rent once the association has made written demand. Any payment received from a tenant by the

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1451 association must be applied to the unit owner's oldest  
1452 delinquent monetary obligation.

1453 (a) If the tenant paid ~~prepaid~~ rent to the unit owner for a  
1454 given rental period before receiving the demand from the  
1455 association and provides written evidence of prepaying ~~paying~~  
1456 the rent to the association within 14 days after receiving the  
1457 demand, the tenant shall receive credit for the prepaid rent for  
1458 the applicable period but ~~and~~ must make any subsequent rental  
1459 payments to the association to be credited against the monetary  
1460 obligations of the unit owner ~~to the association.~~

1461 (b) The tenant is not liable for increases in the amount of  
1462 the regular monetary obligations due unless the tenant was  
1463 notified in writing of the increase at least 10 days before the  
1464 date on which the rent is due. The liability of the tenant may  
1465 not exceed the amount due from the tenant to the tenant's  
1466 landlord. The tenant's landlord shall provide the tenant a  
1467 credit against rents due to the unit owner in the amount of  
1468 moneys paid to the association ~~under this section.~~

1469 (c) The association may issue notices under s. 83.56 and  
1470 may sue for eviction under ss. 83.59-83.625 as if the  
1471 association were a landlord under part II of chapter 83 if the  
1472 tenant fails to pay a required payment. However, the association  
1473 is not otherwise considered a landlord under chapter 83 and  
1474 specifically has no obligations ~~duties~~ under s. 83.51.

1475 (d) The tenant does not, by virtue of payment of monetary  
1476 obligations, have any of the rights of a unit owner to vote in  
1477 any election or to examine the books and records of the  
1478 association.

1479 (e) A court may supersede the effect of this subsection by

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1480 appointing a receiver.

1481 Section 15. Subsection (3) of section 719.303, Florida  
1482 Statutes, is amended, and subsections (4), (5), and (6) are  
1483 added to that section, to read:

1484 719.303 Obligations of owners.—

1485 ~~(3) If the cooperative documents so provide, The~~  
1486 association may levy reasonable fines ~~against a unit owner~~ for  
1487 failure of the unit owner or the unit's occupant, his or her  
1488 licensee, or invitee ~~or the unit's occupant~~ to comply with any  
1489 provision of the cooperative documents or reasonable rules of  
1490 the association. A fine may not ~~No fine shall~~ become a lien  
1491 against a unit. ~~No fine shall exceed \$100 per violation.~~  
1492 ~~However,~~ A fine may be levied on the basis of each day of a  
1493 continuing violation, with a single notice and opportunity for  
1494 hearing. However, the fine may not exceed \$100 per violation, or  
1495 \$1,000 ~~provided that no such fine shall~~ in the aggregate ~~exceed~~  
1496 ~~\$1,000.~~

1497 (a) An association may suspend, for a reasonable period of  
1498 time, the right of a unit owner, or a unit owner's tenant,  
1499 guest, or invitee, to use the common elements, common  
1500 facilities, or any other association property for failure to  
1501 comply with any provision of the cooperative documents or  
1502 reasonable rules of the association.

1503 (b) A ~~No~~ fine or suspension may not be imposed ~~levied~~  
1504 except after giving reasonable notice and opportunity for a  
1505 hearing to the unit owner and, if applicable, the unit's ~~his or~~  
1506 ~~her~~ licensee or invitee. The hearing must ~~shall~~ be held before a  
1507 committee of other unit owners. If the committee does not agree  
1508 with the fine or suspension, it may ~~shall~~ not be imposed ~~levied~~.

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~~This subsection does not apply to unoccupied units.~~

(4) If a unit owner is more than 90 days delinquent in paying a monetary obligation due to the association, the association may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators. The notice and hearing requirements under subsection (3) do not apply to suspensions imposed under this subsection.

(5) An association may suspend the voting rights of a member due to nonpayment of any monetary obligation due to the association which is more than 90 days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the association. The notice and hearing requirements under subsection (3) do not apply to a suspension imposed under this subsection.

(6) All suspensions imposed pursuant to subsection (4) or subsection (5) must be approved at a properly noticed board meeting. Upon approval, the association must notify the unit owner and, if applicable, the unit's occupant, licensee, or invitee by mail or hand delivery.

Section 16. Subsection (4) of section 720.301, Florida Statutes, is amended to read:

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

(4) "Declaration of covenants," or "declaration," means a recorded written instrument or instruments in the nature of

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covenants running with the land which subject ~~subjects~~ the land comprising the community to the jurisdiction and control of an association or associations in which the owners of the parcels, or their association representatives, must be members.

Section 17. Paragraph (c) of subsection (5) of section 720.303, Florida Statutes, is amended to read:

720.303 Association powers and duties; meetings of board; official records; budgets; financial reporting; association funds; recalls.—

(5) INSPECTION AND COPYING OF RECORDS.—The official records shall be maintained within the state and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. This subsection may be complied with by having a copy of the official records available for inspection or copying in the community. If the association has a photocopy machine available where the records are maintained, it must provide parcel owners with copies on request during the inspection if the entire request is limited to no more than 25 pages.

(c) The association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not require a parcel owner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a parcel owner's right to inspect records to less than one 8-hour business day per month. The association may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The

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association may charge up to 50 cents per page for copies made on the association's photocopier. If the association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the association may have copies made by an outside vendor or association management company personnel and may charge the actual cost of copying, including any reasonable costs involving personnel fees and charges at an hourly rate for vendor or employee time to cover administrative costs to the vendor or association. The association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to members and prospective members. Notwithstanding this paragraph, the following records are not accessible to members or parcel owners:

1. Any record protected by the lawyer-client privilege as described in s. 90.502 and any record protected by the work-product privilege, including, but not limited to, a ~~any~~ record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of such ~~imminent civil or criminal~~ litigation or ~~imminent adversarial administrative~~ proceedings until the conclusion of the litigation or ~~administrative~~ proceedings.

2. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a parcel.

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3. Personnel records of the association's employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this paragraph, the term "personnel records" does not include written employment agreements with an association employee or budgetary or financial records that indicate the compensation paid to an association employee.

4. Medical records of parcel owners or community residents.

5. Social security numbers, driver's license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a parcel owner other than as provided for association notice requirements, and other personal identifying information of any person, excluding the person's name, parcel designation, mailing address, and property address. However, an owner may consent in writing to the disclosure of protected information described in this subparagraph. The association is not liable for the disclosure of information that is protected under this subparagraph if the information is included in an official record of the association and is voluntarily provided by an owner and not requested by the association.

6. Any electronic security measure that is used by the association to safeguard data, including passwords.

7. The software and operating system used by the association which allows the manipulation of data, even if the owner owns a copy of the same software used by the association. The data is part of the official records of the association.

Section 18. Subsections (2) and (3) of section 720.305, Florida Statutes, are amended and renumbered as subsections (3)



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and (4), respectively, and subsection (5) is added to that section, to read:

720.305 Obligations of members; remedies at law or in equity; levy of fines and suspension of use rights.—

(2) The association ~~If a member is delinquent for more than 90 days in paying a monetary obligation due the association, an association may suspend, until such monetary obligation is paid, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities and may~~ levy reasonable fines of up to \$100 per violation, against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the a fine may not exceed \$1,000 in the aggregate unless otherwise provided in the governing documents. A fine of less than \$1,000 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to ~~collect its~~ reasonable attorney's fees and costs from the nonprevailing party as determined by the court.

(a) An association may suspend, for a reasonable period of time, the right of a member, or a member's tenant, guest, or invitee, to use common areas and facilities for the failure of the owner of the parcel, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. ~~The provisions regarding the suspension of use rights do not apply to the~~

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~~portion of common areas that must be used to provide access to the parcel or utility services provided to the parcel.~~

(b) ~~(a)~~ A fine or suspension may not be imposed without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the association imposes a fine or suspension, the association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

(3) If a member is more than 90 days delinquent in paying a monetary obligation due to the association, the association may suspend the right of the member, or the member's tenant, guest, or invitee, to use common areas and facilities until the monetary obligation is paid in full. The subsection does not apply to that portion of common areas used to provide access to the parcel or to utility services provided to the parcel.

~~(b)~~ Suspension does ~~of common area use rights do~~ not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park. The notice and hearing requirements under subsection (2) do not apply to a suspension imposed under this subsection.

(4) ~~(3)~~ ~~If the governing documents so provide, An~~

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association may suspend the voting rights of a member for the nonpayment of any monetary obligation that is more than regular annual assessments that are delinquent in excess of 90 days delinquent. The notice and hearing requirements under subsection (2) do not apply to a suspension imposed under this subsection. The suspension ends upon full payment of all obligations currently due or overdue to the association.

(5) All suspensions imposed pursuant to subsection (3) or subsection (4) must be approved at a properly noticed board meeting. Upon approval, the association must notify the parcel owner and, if applicable, the parcel's occupant, licensee, or invitee by mail or hand delivery.

Section 19. Subsection (9) of section 720.306, Florida Statutes, is amended to read:

720.306 Meetings of members; voting and election procedures; amendments.—

(9) ELECTIONS AND BOARD VACANCIES.—Elections of directors must be conducted in accordance with the procedures set forth in the governing documents of the association.

(a) All members of the association are eligible to serve on the board of directors, and a member may nominate himself or herself as a candidate for the board at a meeting where the election is to be held or, if the election process allows voting by absentee ballot, in advance of the balloting. However:

1. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the association for more than 90 days is not eligible for board membership.

2. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or

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1712 has been convicted of any offense in another jurisdiction which  
1713 would be considered a felony if committed in this state, is not  
1714 eligible for board membership unless such felon's civil rights  
1715 have been restored for at least 5 years as of the date on which  
1716 such person seeks election to the board. The validity of any  
1717 action by the board is not affected if it is later determined  
1718 that a member of the board is ineligible for board membership  
1719 due to having been convicted of a felony.

1720 (b) Except as otherwise provided in the governing  
1721 documents, boards of directors must be elected by a plurality of  
1722 the votes cast by eligible voters.

1723 (c) Any election dispute between a member and an  
1724 association must be submitted to mandatory binding arbitration  
1725 with the division. Such proceedings must be conducted in the  
1726 manner provided by s. 718.1255 and the procedural rules adopted  
1727 by the division.

1728 (d) Unless otherwise provided in the bylaws, any vacancy  
1729 occurring on the board before the expiration of a term may be  
1730 filled by an affirmative vote of the majority of the remaining  
1731 directors, even if the remaining directors constitute less than  
1732 a quorum, or by the sole remaining director. In the alternative,  
1733 a board may hold an election to fill the vacancy, in which case  
1734 the election procedures must conform to the requirements of the  
1735 governing documents.

1736 (e) Unless otherwise provided in the bylaws, a board member  
1737 appointed or elected under this section is appointed for the  
1738 unexpired term of the seat being filled.

1739 (f) Filling vacancies created by recall is governed by s.  
1740 720.303(10) and rules adopted by the division.

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Section 20. Paragraph (a) of subsection (1) and subsections (3) and (8) of section 720.3085, Florida Statutes, are amended to read:

720.3085 Payment for assessments; lien claims.—

(1) When authorized by the governing documents, the association has a lien on each parcel to secure the payment of assessments and other amounts provided for by this section. Except as otherwise set forth in this section, the lien is effective from and shall relate back to the date on which the original declaration of the community was recorded. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the parcel is located. This subsection does not bestow upon any lien, mortgage, or certified judgment of record on July 1, 2008, including the lien for unpaid assessments created in this section, a priority that, by law, the lien, mortgage, or judgment did not have before July 1, 2008.

(a) To be valid, a claim of lien must state the description of the parcel, the name of the record owner, the name and address of the association, the assessment amount due, and the due date. The claim of lien secures ~~shall secure~~ all unpaid assessments that are due and that may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, as well as interest, late charges, and reasonable costs and attorney's fees incurred by the association incident to the collection process. The claim of lien also secures reasonable expenses for collection services incurred before filing a claim as provided in subsection (3). The person making ~~the~~ payment is entitled to a satisfaction of the lien upon

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1770 payment in full.

1771 (3) Assessments and installments on assessments that are  
1772 not paid when due bear interest from the due date until paid at  
1773 the rate provided in the declaration of covenants or the bylaws  
1774 of the association, which rate may not exceed the rate allowed  
1775 by law. If no rate is provided in the declaration or bylaws,  
1776 interest accrues at the rate of 18 percent per year.

1777 (a) If the declaration or bylaws so provide, the  
1778 association may also charge an administrative late fee ~~in an~~  
1779 ~~amount~~ not to exceed the greater of \$25 or 5 percent of the  
1780 amount of each installment that is paid past the due date.

1781 (b) The association may also charge for reasonable expenses  
1782 incurred by the association for collection services that are  
1783 reasonably related to the collection of the delinquent account  
1784 rendered by a community association manager or community  
1785 association management firm, as specified in a written agreement  
1786 with such community association manager or firm, and payable to  
1787 the community association manager or firm as a liquidated sum.

1788 (c) ~~(b)~~ Any payment received by an association and accepted  
1789 shall be applied first to any interest accrued, then to any  
1790 administrative late fee, then to expenses for collection  
1791 services as provided under paragraph (b), then to any costs and  
1792 reasonable attorney's fees incurred in collection, and then to  
1793 the delinquent assessment. This paragraph applies  
1794 notwithstanding any restrictive endorsement, designation, or  
1795 instruction placed on or accompanying a payment. A late fee is  
1796 not subject to the provisions of chapter 687 and is not a fine.

1797 (8) If the parcel is occupied by a tenant and the parcel  
1798 owner is delinquent in paying any monetary obligation due to the

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1799 association, the association may demand that the tenant pay rent  
1800 to the association and continue to make such payments until all  
1801 the monetary obligations of the parcel owner related to the  
1802 parcel have been paid in full and ~~the future monetary~~  
1803 ~~obligations related to the parcel. The demand is continuing in~~  
1804 ~~nature, and upon demand, the tenant must continue to pay the~~  
1805 ~~monetary obligations until~~ the association releases the tenant  
1806 or until the tenant discontinues tenancy in the parcel. A tenant  
1807 ~~who acts in good faith in response to a written demand from an~~  
1808 ~~association~~ is immune from any claim by ~~from~~ the parcel owner  
1809 related to the rent once the association has made written  
1810 demand. Any payment received from a tenant by the association  
1811 must be applied to the parcel owner's oldest delinquent monetary  
1812 obligation.

1813 (a) If the tenant paid ~~prepaid~~ rent to the parcel owner for  
1814 a given rental period before receiving the demand from the  
1815 association and provides written evidence of prepaying ~~paying~~  
1816 the rent to the association within 14 days after receiving the  
1817 demand, the tenant shall receive credit for the prepaid rent for  
1818 the applicable period but ~~and~~ must make any subsequent rental  
1819 payments to the association to be credited against the monetary  
1820 obligations of the parcel owner to the association. The  
1821 association shall, upon request, provide the tenant with written  
1822 receipts for payments made. The association shall mail written  
1823 notice to the parcel owner of the association's demand that the  
1824 tenant pay monetary obligations to the association.

1825 (b) The tenant is not liable for increases in the amount of  
1826 the monetary obligations due unless the tenant was notified in  
1827 writing of the increase at least 10 days before the date on

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1828 which the rent is due. The liability of the tenant may not  
1829 exceed the amount due from the tenant to the tenant's landlord.  
1830 The tenant shall be given a credit against rents due to the  
1831 parcel owner in the amount of assessments paid to the  
1832 association.

1833 (c) The association may issue notices under s. 83.56 and  
1834 may sue for eviction under ss. 83.59-83.625 as if the  
1835 association were a landlord under part II of chapter 83 if the  
1836 tenant fails to pay a monetary obligation. However, the  
1837 association is not otherwise considered a landlord under chapter  
1838 83 and specifically has no obligations ~~duties~~ under s. 83.51.

1839 (d) The tenant does not, by virtue of payment of monetary  
1840 obligations, have any of the rights of a parcel owner to vote in  
1841 any election or to examine the books and records of the  
1842 association.

1843 (e) A court may supersede the effect of this subsection by  
1844 appointing a receiver.

1845 Section 21. Section 720.309, Florida Statutes, is amended  
1846 to read:

1847 720.309 Agreements entered into by the association.—

1848 (1) Any grant or reservation made by any document, and any  
1849 contract that has ~~with~~ a term greater than ~~in excess of~~ 10  
1850 years, that is made by an association before control of the  
1851 association is turned over to the members other than the  
1852 developer, and that provides ~~which provide~~ for the operation,  
1853 maintenance, or management of the association or common areas,  
1854 must be fair and reasonable.

1855 (2) If the governing documents provide for the cost of  
1856 communication services as defined in s. 202.11, information



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1857 services or Internet services obtained pursuant to a bulk  
1858 contract shall be deemed an operating expense of the  
1859 association. If the governing documents do not provide for such  
1860 services, the board may contract for the services, and the cost  
1861 shall be deemed an operating expense of the association but must  
1862 be allocated on a per-parcel basis rather than a percentage  
1863 basis, notwithstanding that the governing documents provide for  
1864 other than an equal sharing of operating expenses. Any contract  
1865 entered into before July 1, 2011, in which the cost of the  
1866 service is not equally divided among all parcel owners may be  
1867 changed by a majority of the voting interests present at a  
1868 regular or special meeting of the association in order to  
1869 allocate the cost equally among all parcels.

1870 (a) Any contract entered into may be canceled by a majority  
1871 of the voting interests present at the next regular or special  
1872 meeting of the association, whichever occurs first. Any member  
1873 may make a motion to cancel such contract, but if no motion is  
1874 made or if such motion fails to obtain the required vote, the  
1875 contract shall be deemed ratified for the term expressed  
1876 therein.

1877 (b) Any contract entered into must provide, and shall be  
1878 deemed to provide if not expressly set forth therein, that a  
1879 hearing-impaired or legally blind parcel owner who does not  
1880 occupy the parcel along with a nonhearing-impaired or sighted  
1881 person, or a parcel owner who receives supplemental security  
1882 income under Title XVI of the Social Security Act or food stamps  
1883 as administered by the Department of Children and Family  
1884 Services pursuant to s. 414.31, may discontinue the service  
1885 without incurring disconnect fees, penalties, or subsequent

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1886 service charges, and may not be required to pay any operating  
1887 expenses charge related to such service for those parcels. If  
1888 fewer than all parcel owners share the expenses of the  
1889 communication services, information services, or Internet  
1890 services, the expense must be shared by all participating parcel  
1891 owners. The association may use the provisions of s. 720.3085 to  
1892 enforce payment by the parcel owners receiving such services.

1893 (c) A resident of any parcel, whether a tenant or parcel  
1894 owner, may not be denied access to available franchised,  
1895 licensed, or certificated cable or video service providers if  
1896 the resident pays the provider directly for services. A resident  
1897 or a cable or video service provider may not be required to pay  
1898 anything of value in order to obtain or provide such service  
1899 except for the charges normally paid for like services by  
1900 residents of single-family homes located outside the community  
1901 but within the same franchised, licensed, or certificated area,  
1902 and except for installation charges agreed to between the  
1903 resident and the service provider.

1904 Section 22. This act shall take effect July 1, 2011.