

1                   A bill to be entitled  
2           An act relating to estoppel certificates; amending ss.  
3           718.116, 719.108, and 720.30851, F.S.; revising  
4           requirements relating to the issuance of an estoppel  
5           certificate to specified persons; requiring  
6           condominium, cooperative, and homeowners' associations  
7           to designate a person or entity to be responsible for  
8           receiving estoppel certificate requests; requiring the  
9           association to publish certain information on its  
10          website; specifying requirements relating to delivery,  
11          contents, and effective periods for an estoppel  
12          certificate; waiving the association's right to  
13          collect certain moneys from specified persons;  
14          revising requirements relating to fees for preparing  
15          and delivering an estoppel certificate; authorizing  
16          the statement of moneys due to be delivered in one or  
17          more estoppel certificates under certain  
18          circumstances; providing penalties relating to  
19          refunds; providing applicability relating to refunds;  
20          providing for the adjustment of fees; requiring the  
21          Department of Business and Professional Regulation to  
22          calculate fees and publish such amounts on its  
23          website; deleting obsolete provisions; conforming  
24          provisions to changes made by the act; providing an  
25          effective date.

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

Section 1. Subsection (8) of section 718.116, Florida Statutes, is amended to read:

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

(8) An association shall designate a person or entity to be responsible for receiving a request for issuance of an estoppel certificate. If the association has a website, it must publish the name and physical street or electronic mail address of the person or entity on its website. After receiving a written or electronic request for an estoppel certificate from a unit owner, unit owner's designee, unit mortgagee, or unit mortgagee's designee, an association shall issue the certificate to the requesting party within 10 business days. The estoppel certificate shall be delivered by United States mail, hand delivery, or electronic transmission to the requesting party on the date of issuance. For purposes of this subsection, deposit of the certificate in the United States mail or the electronic delivery of a downloadable link to the certificate constitutes delivery ~~Within 15 days after receiving a written request therefor from a unit owner or his or her designee, or a unit mortgagee or his or her designee, the association shall provide a certificate signed by an officer or agent of the association~~

51 ~~stating all assessments and other moneys owed to the association~~  
52 ~~by the unit owner with respect to the condominium parcel.~~

53 (a) The estoppel certificate must contain all of the  
54 following information as set forth in the association's official  
55 books and records and may include additional information as  
56 determined by the association:

57 1. Date of issuance;

58 2. Name of unit owner as reflected in the association's  
59 official books and records;

60 3. Unit designation and address;

61 4. Attorney's name and contact information if the account  
62 is delinquent and has been turned over to an attorney for  
63 collection;

64 5. Fee for preparation and delivery;

65 6. Name of requestor;

66 7. Amount and frequency of the regular periodic assessment  
67 against the unit;

68 8. Date through which the regular periodic assessment is  
69 paid;

70 9. Date on which the next installment of the regular  
71 periodic assessment is due;

72 10. Itemized list of all assessments, special assessments,  
73 and other moneys owed by the unit owner to the association on  
74 the date of issuance;

75 11. Itemized list of any additional assessments, special

76 assessments, and other moneys scheduled to become due during the  
77 estoppel certificate's effective period that are known on the  
78 date of issuance;

79 12. Whether there is a capital contribution fee, resale  
80 fee, transfer fee, association application fee, or other fee due  
81 and, if so, the type and amount of the fee;

82 13. Whether there are any open violations of the governing  
83 documents or rules and regulations of the association noticed to  
84 the unit owner in the association's official books and records;

85 14. The contact information for all insurance maintained  
86 by the association; and

87 15. The signature of an officer or authorized agent of the  
88 association ~~Any person other than the owner who relies upon such~~  
89 ~~certificate shall be protected thereby.~~

90 (b) An estoppel certificate that is hand delivered or  
91 electronically transmitted has a 30-day effective period. An  
92 estoppel certificate that is delivered by United States mail has  
93 a 35-day effective period. If additional information or a  
94 mistake related to the estoppel certificate becomes known to the  
95 association within the effective period, an amended estoppel  
96 certificate may be delivered and becomes effective if a sale or  
97 refinancing of the unit has not been completed during the  
98 effective period. A fee may not be charged for an amended  
99 estoppel certificate. An amended estoppel certificate must be  
100 delivered on the date of issuance, and a new 30-day or 35-day

101 effective period begins on such date.

102 (c) An association waives the right to collect any moneys  
103 owed before the date of issuance in excess of the amounts  
104 specified in the estoppel certificate from any person who  
105 requests the certificate, or on whose behalf the certificate is  
106 requested, and from the person's successors and assigns.

107 (d) ~~(b)~~ A summary proceeding pursuant to s. 51.011 may be  
108 brought to compel compliance with this subsection, and in any  
109 such action the prevailing party is entitled to recover  
110 reasonable attorney ~~attorney's~~ fees.

111 (e) ~~(e)~~ Notwithstanding any limitation on transfer fees  
112 contained in s. 718.112(2)(i), an ~~the~~ association or its  
113 authorized agent may charge a reasonable fee for the preparation  
114 and delivery of an estoppel certificate, which may not exceed  
115 \$250 if, on the date the certificate is issued, no delinquent  
116 amounts are owed to the association for the applicable unit. If  
117 an estoppel certificate is requested on an expedited basis and  
118 delivered within 3 business days after the request, the  
119 association may charge an additional fee of \$100. If an estoppel  
120 certificate is requested on a more expedited basis and delivered  
121 within fewer than 3 business days after the request, the  
122 association may charge an additional fee as mutually agreed upon  
123 by the association and the requesting party. If a delinquent  
124 amount is owed to the association for the applicable unit, an  
125 additional fee for the estoppel certificate may not exceed \$200

126 ~~for the preparation of the certificate. The amount of the fee~~  
127 ~~must be included on the certificate.~~

128 (f) If an association receives a request for an estoppel  
129 certificate from a unit owner or the unit owner's designee, or a  
130 unit mortgagee or the unit mortgagee's designee, and does not  
131 deliver the estoppel certificate within 10 business days after  
132 the request, a fee may not be charged for the preparation and  
133 delivery of the estoppel certificate.

134 (g) If estoppel certificates for multiple units owned by  
135 the same owner are simultaneously requested from the same  
136 association and there are no past due monetary obligations owed  
137 to the association, the statement of moneys due for the units  
138 may be delivered in one or more estoppel certificates, and, even  
139 though the fee for each unit shall be computed as provided in  
140 paragraph (e), the total fee that the association may charge for  
141 the preparation and delivery of the estoppel certificates may  
142 not exceed, in the aggregate:

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

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

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

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

147 (h) ~~(d)~~ The authority to charge a fee for the preparation  
148 and delivery of the estoppel certificate ~~must~~ shall be  
149 established by a written resolution adopted by the board or  
150 provided by a written management, bookkeeping, or maintenance

151 contract and is payable at the time ~~upon the preparation~~ of the  
152 certificate is ordered. If a fee for an estoppel certificate is  
153 paid in conjunction with the sale or mortgage of a unit but the  
154 closing does not occur, and no later than 30 days after the  
155 closing date for which the certificate was sought the preparer  
156 receives a written request accompanied by documentation from a  
157 payor other than the unit owner that the closing did not occur,  
158 the fee shall be refunded to the payor within 30 days after  
159 receipt of the request. The refund is the obligation of the unit  
160 owner, and the association may collect the refund from the unit  
161 owner in the same manner as an assessment against the unit as  
162 provided in this chapter.

163 (i) If the association does not issue a refund within the  
164 30-day period in paragraph (h) and all conditions precedent to  
165 the issuance of the refund have been satisfied, the payor must  
166 notify the association in writing of its failure to provide the  
167 refund. If the association does not issue the refund within 5  
168 business days after receipt of the notice, the payor is entitled  
169 to, and the association shall be required to refund to the  
170 payor, a sum equal to three times the original refund amount.

171 (j) The right to a refund as provided in this subsection  
172 may not be abrogated or abridged by the association or its  
173 agent, and any language to the contrary contained within the  
174 estoppel certificate is null and void and has no force or  
175 effect. A payor receiving an estoppel certificate containing

176 language indicating that the fee for the certificate is  
177 nonrefundable, in full or in part, is entitled to recover actual  
178 damages or minimum damages for the association's failure to  
179 comply with this subsection. The minimum damages shall be equal  
180 to three times the original refund amount.

181 (k) The fees in this subsection shall be adjusted every 3  
182 years in an amount equal to the annual increases for the 3-year  
183 period in the Consumer Price Index for All Urban Consumers, U.S.  
184 City Average, All Items, published by the Bureau of Labor  
185 Statistics of the United States Department of Labor. The  
186 Department of Business and Professional Regulation shall  
187 periodically calculate the fees, rounded to the nearest dollar,  
188 and publish the amounts, as adjusted, on its website ~~the~~  
189 ~~certificate is requested in conjunction with the sale or~~  
190 ~~mortgage of a unit but the closing does not occur and no later~~  
191 ~~than 30 days after the closing date for which the certificate~~  
192 ~~was sought the preparer receives a written request, accompanied~~  
193 ~~by reasonable documentation, that the sale did not occur from a~~  
194 ~~payor that is not the unit owner, the fee shall be refunded to~~  
195 ~~that payor within 30 days after receipt of the request. The~~  
196 ~~refund is the obligation of the unit owner, and the association~~  
197 ~~may collect it from that owner in the same manner as an~~  
198 ~~assessment as provided in this section.~~

199 Section 2. Subsection (6) of section 719.108, Florida  
200 Statutes, is amended to read:



201 719.108 Rents and assessments; liability; lien and  
202 priority; interest; collection; cooperative ownership.—

203 (6) An association shall designate a person or entity to  
204 be responsible for receiving a request for issuance of an  
205 estoppel certificate. If the association has a website, it must  
206 publish the name and physical street or electronic mail address  
207 of the person or entity on its website. After receiving a  
208 written or electronic request for an estoppel certificate from a  
209 unit owner, unit owner's designee, unit mortgagee, or unit  
210 mortgagee's designee, an association shall issue the certificate  
211 to the requesting party within 10 business days. The estoppel  
212 certificate shall be delivered by United States mail, hand  
213 delivery, or electronic transmission to the requesting party on  
214 the date of issuance. For purposes of this subsection, deposit  
215 of the certificate in the United States mail or the electronic  
216 delivery of a downloadable link to the certificate constitutes  
217 delivery ~~Within 15 days after request by a unit owner or~~  
218 ~~mortgagee, the association shall provide a certificate stating~~  
219 ~~all assessments and other moneys owed to the association by the~~  
220 ~~unit owner with respect to the cooperative parcel. Any person~~  
221 ~~other than the unit owner who relies upon such certificate shall~~  
222 ~~be protected thereby.~~

223 (a) The estoppel certificate must contain all of the  
224 following information as provided in the association's official  
225 books and records and may include additional information as

226 | determined by the association:

227 |       1. Date of issuance;

228 |       2. Name of unit owner as reflected in the association's

229 | official books and records;

230 |       3. Unit designation and address;

231 |       4. Attorney's name and contact information if the account

232 | is delinquent and has been turned over to an attorney for

233 | collection;

234 |       5. Fee for preparation and delivery;

235 |       6. Name of requestor;

236 |       7. Amount and frequency of the regular periodic assessment

237 | against the unit;

238 |       8. Date through which the regular periodic assessment is

239 | paid;

240 |       9. Date on which the next installment of the regular

241 | periodic assessment is due;

242 |       10. Itemized list of all assessments, special assessments,

243 | and other moneys owed by the unit owner to the association on

244 | the date of issuance;

245 |       11. Itemized list of any additional assessments, special

246 | assessments, and other moneys scheduled to become due during the

247 | estoppel certificate's effective period that are known on the

248 | date of issuance;

249 |       12. Whether there is a capital contribution fee, resale

250 | fee, transfer fee, association application fee, or other fee due

251 and, if so, the type and amount of the fee;

252 13. Whether there are any open violations of the governing  
253 documents or rules and regulations of the association noticed to  
254 the unit owner in the association's official books and records;

255 14. The contact information for all insurance maintained  
256 by the association; and

257 15. The signature of an officer or authorized agent of the  
258 association.

259 (b) An estoppel certificate that is hand delivered or  
260 electronically transmitted has a 30-day effective period. An  
261 estoppel certificate that is delivered by United States mail has  
262 a 35-day effective period. If additional information or a  
263 mistake related to the estoppel certificate becomes known to the  
264 association within the effective period, an amended estoppel  
265 certificate may be delivered and becomes effective if a sale or  
266 refinancing of the unit has not been completed during the  
267 effective period. A fee may not be charged for an amended  
268 estoppel certificate. An amended estoppel certificate must be  
269 delivered on the date of issuance, and a new 30-day or 35-day  
270 effective period begins on such date.

271 (c) An association waives the right to collect any moneys  
272 owed before the date of issuance in excess of the amounts  
273 specified in the estoppel certificate from any person who  
274 requests the certificate, or on whose behalf the certificate is  
275 requested, and from the person's successors and assigns.

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

280        (e) Notwithstanding any limitation on transfer fees  
281 contained in s. 719.106(1)(i), ~~an~~ the association or its  
282 authorized agent may charge a reasonable fee for the preparation  
283 and delivery of the estoppel certificate, which may not exceed  
284 \$250 if, on the date the certificate is issued, no delinquent  
285 amounts are owed to the association for the applicable unit. If  
286 an estoppel certificate is requested on an expedited basis and  
287 delivered within 3 business days after the request, the  
288 association may charge an additional fee of \$100. If an estoppel  
289 certificate is requested on a more expedited basis and delivered  
290 within fewer than 3 business days after the request, the  
291 association may charge an additional fee as mutually agreed upon  
292 by the association and the requesting party. If a delinquent  
293 amount is owed to the association for the applicable unit, an  
294 additional fee for the estoppel certificate may not exceed \$200.

295        (f) If an association receives a request for an estoppel  
296 certificate from a unit owner or the unit owner's designee, or a  
297 unit mortgagee or the unit mortgagee's designee, and does not  
298 deliver the estoppel certificate within 10 business days after  
299 the request, a fee may not be charged for the preparation and  
300 delivery of the estoppel certificate.

301 (g) If estoppel certificates for multiple units owned by  
302 the same owner are simultaneously requested from the same  
303 association and there are no past due monetary obligations owed  
304 to the association, the statement of moneys due for the units  
305 may be delivered in one or more estoppel certificates, and, even  
306 though the fee for each unit shall be computed as provided in  
307 paragraph (e), the total fee that the association may charge for  
308 the preparation and delivery of the estoppel certificates may  
309 not exceed, in the aggregate:

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

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

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

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

314 (h) The authority to charge a fee for the preparation and  
315 delivery of the estoppel certificate must be established by a  
316 written resolution adopted by the board or provided by a written  
317 management, bookkeeping, or maintenance contract and is payable  
318 at the time the certificate is ordered. If a fee for an estoppel  
319 certificate is paid in conjunction with the sale or mortgage of  
320 a unit but the closing does not occur, and no later than 30 days  
321 after the closing date for which the certificate was sought the  
322 preparer receives a written request accompanied by documentation  
323 from a payor other than the unit owner that the closing did not  
324 occur, the fee shall be refunded to the payor within 30 days  
325 after receipt of the request. The refund is the obligation of

326 the unit owner, and the association may collect the refund from  
327 the unit owner in the same manner as an assessment against the  
328 unit as provided in this chapter.

329 (i) If the association does not issue a refund within the  
330 30-day period in paragraph (h) and all conditions precedent to  
331 the issuance of such refund have been satisfied, the payor must  
332 notify the association in writing of its failure to provide the  
333 refund. If the association does not issue the refund within 5  
334 business days after receipt of the notice, the payor is entitled  
335 to, and the association shall be required to refund to the  
336 payor, a sum equal to three times the original refund amount.

337 (j) The right to a refund as provided in this subsection  
338 may not be abrogated or abridged by the association or its  
339 agent, and any language to the contrary contained within the  
340 estoppel certificate is null and void and has no force or  
341 effect. A payor receiving an estoppel certificate containing  
342 language indicating that the fee for the certificate is  
343 nonrefundable, in full or in part, is entitled to recover actual  
344 damages or minimum damages for the association's failure to  
345 comply with this subsection. The minimum damages shall be equal  
346 to three times the original refund amount.

347 (k) The fees in this subsection shall be adjusted every 3  
348 years in an amount equal to the annual increases for the 3-year  
349 period in the Consumer Price Index for All Urban Consumers, U.S.  
350 City Average, All Items, published by the Bureau of Labor

351 Statistics of the United States Department of Labor. The  
352 Department of Business and Professional Regulation shall  
353 periodically calculate the fees, rounded to the nearest dollar,  
354 and publish the amounts, as adjusted, on its website.

355 Section 3. Section 720.30851, Florida Statutes, is amended  
356 to read:

357 720.30851 Estoppel certificates.—

358 (1) An association shall designate a person or entity to  
359 be responsible for receiving requests for issuance of an  
360 estoppel certificate. If the association has a website, it must  
361 publish the name and physical street or electronic mail address  
362 of the person or entity on its website. After receiving a  
363 written or electronic request for an estoppel certificate from a  
364 parcel owner, parcel owner's designee, parcel mortgagee, or  
365 parcel mortgagee's designee, an association shall issue the  
366 certificate to the requesting party within 10 business days. The  
367 estoppel certificate shall be delivered by United States mail,  
368 hand delivery, or electronic transmission to the requesting  
369 party on the date of issuance. For purposes of this subsection,  
370 deposit of the certificate in the United States mail or the  
371 electronic delivery of a downloadable link to the certificate  
372 constitutes delivery.

373 (a) The estoppel certificate must contain all of the  
374 following information as provided in the association's official  
375 books and records and may include additional information as

376 | determined by the association:

377 |     1. Date of issuance;

378 |     2. Name of parcel owner as reflected in the association's

379 | official books and records;

380 |     3. Parcel designation and address;

381 |     4. Attorney's name and contact information if the account

382 | is delinquent and has been turned over to an attorney for

383 | collection;

384 |     5. Fee for preparation and delivery;

385 |     6. Name of requestor;

386 |     7. Amount and frequency of the regular periodic assessment

387 | against the parcel;

388 |     8. Date through which the regular periodic assessment is

389 | paid;

390 |     9. Date on which the next installment of the regular

391 | periodic assessment is due;

392 |     10. Itemized list of all assessments, special assessments,

393 | and other moneys owed by the parcel owner to the association on

394 | the date of issuance;

395 |     11. Itemized list of any additional assessments, special

396 | assessments, and other moneys scheduled to become due during the

397 | estoppel certificate's effective period that are known on the

398 | date of issuance;

399 |     12. Whether there is a capital contribution fee, resale

400 | fee, transfer fee, association application fee, or other fee due



401 and, if so, the type and amount of the fee;

402 13. Whether there are any open violations of the governing  
403 documents or rules and regulations of the association noticed to  
404 the parcel owner in the association's official books and  
405 records;

406 14. The contact information for all insurance maintained  
407 by the association; and

408 15. The signature of an officer or authorized agent of the  
409 association.

410 (b) An estoppel certificate that is hand delivered or  
411 electronically transmitted has a 30-day effective period. An  
412 estoppel certificate that is delivered by United States mail has  
413 a 35-day effective period. If additional information or a  
414 mistake related to the estoppel certificate becomes known to the  
415 association within the effective period, an amended estoppel  
416 certificate may be delivered and becomes effective if a sale or  
417 refinancing of the parcel has not been completed during the  
418 effective period. A fee may not be charged for an amended  
419 estoppel certificate. An amended estoppel certificate must be  
420 delivered on the date of issuance, and a new 30-day or 35-day  
421 effective period begins on such date.

422 (c) An association waives the right to collect any moneys  
423 owed before the date of issuance in excess of the amounts  
424 specified in the estoppel certificate from any person who  
425 requests the certificate, or on whose behalf the certificate is

426 requested, and from the person's successors and assigns ~~Within~~  
427 ~~15 days after the date on which a request for an estoppel~~  
428 ~~certificate is received from a parcel owner or mortgagee, or his~~  
429 ~~or her designee, the association shall provide a certificate~~  
430 ~~signed by an officer or authorized agent of the association~~  
431 ~~stating all assessments and other moneys owed to the association~~  
432 ~~by the parcel owner or mortgagee with respect to the parcel. An~~  
433 ~~association may charge a fee for the preparation of such~~  
434 ~~certificate, and the amount of such fee must be stated on the~~  
435 ~~certificate.~~

436 ~~(1) Any person other than a parcel owner who relies upon a~~  
437 ~~certificate receives the benefits and protection thereof.~~

438 (d)(2) A summary proceeding pursuant to s. 51.011 may be  
439 brought to compel compliance with this section, and in any such  
440 action the prevailing party is entitled to recover reasonable  
441 attorney ~~attorney's~~ fees.

442 (e) An association or its authorized agent may charge a  
443 reasonable fee for the preparation and delivery of the estoppel  
444 certificate, which may not exceed \$250 if, on the date the  
445 certificate is issued, no delinquent amounts are owed to the  
446 association for the applicable parcel. If an estoppel  
447 certificate is requested on an expedited basis and delivered  
448 within 3 business days after the request, the association may  
449 charge an additional fee of \$100. If an estoppel certificate is  
450 requested on a more expedited basis and delivered within fewer

451 than 3 business days after the request, the association may  
452 charge an additional fee as mutually agreed upon by the  
453 association and the requesting party. If a delinquent amount is  
454 owed to the association for the applicable parcel, an additional  
455 fee for the estoppel certificate may not exceed \$200.

456 (f) If an association receives a request for an estoppel  
457 certificate from a parcel owner or the parcel owner's designee,  
458 or a parcel mortgagee or the parcel mortgagee's designee, and  
459 does not deliver the estoppel certificate within 10 business  
460 days after the request, a fee may not be charged for the  
461 preparation and delivery of the estoppel certificate.

462 (g) If estoppel certificates for multiple parcels owned by  
463 the same owner are simultaneously requested from the same  
464 association and there are no past due monetary obligations owed  
465 to the association, the statement of moneys due for the parcels  
466 may be delivered in one or more estoppel certificates, and, even  
467 though the fee for each parcel shall be computed as provided in  
468 paragraph (e), the total fee that the association may charge for  
469 the preparation and delivery of the estoppel certificates may  
470 not exceed, in the aggregate:

- 471 1. For 25 or fewer parcels, \$750.
- 472 2. For 26 to 50 parcels, \$1,000.
- 473 3. For 51 to 100 parcels, \$1,500.
- 474 4. For more than 100 parcels, \$2,500.

475 (h) ~~(3)~~ The authority to charge a fee for the preparation

476 and delivery of the estoppel certificate must ~~shall~~ be  
477 established by a written resolution adopted by the board or  
478 provided by a written management, bookkeeping, or maintenance  
479 contract and is payable at the time ~~upon the preparation of the~~  
480 certificate is ordered. If a fee for an estoppel ~~the~~ certificate  
481 is paid ~~requested~~ in conjunction with the sale or mortgage of a  
482 parcel but the closing does not occur, and no later than 30 days  
483 after the closing date for which the certificate was sought the  
484 preparer receives a written request, accompanied by ~~reasonable~~  
485 documentation from a payor other than the parcel owner, that the  
486 closing sale did not occur from a payor that is not the parcel  
487 owner, the fee shall be refunded to the ~~that~~ payor within 30  
488 days after receipt of the request. The refund is the obligation  
489 of the parcel owner, and the association may collect the refund  
490 ~~it~~ from the parcel ~~that~~ owner in the same manner as an  
491 assessment against the parcel as provided in this chapter  
492 section.

493 (i) If the association does not issue a refund within the  
494 30-day period in paragraph (h) and all conditions precedent to  
495 the issuance of such refund have been satisfied, the payor must  
496 notify the association in writing of its failure to provide the  
497 refund. If the association does not issue the refund within 5  
498 business days after receipt of the notice, the payor is entitled  
499 to, and the association shall be required to refund to the  
500 payor, a sum equal to three times the original refund amount.

501        (j) The right to a refund as provided in this subsection  
502 may not be abrogated or abridged by the association or its  
503 agent, and any language to the contrary contained within the  
504 estoppel certificate is null and void and has no force or  
505 effect. A payor receiving an estoppel certificate containing  
506 language indicating that the fee for the certificate is  
507 nonrefundable, in full or in part, is entitled to recover actual  
508 damages or minimum damages for the association's failure to  
509 comply with this subsection. The minimum damages shall be equal  
510 to three times the original refund amount.

511        (2) The fees in this section shall be adjusted every 3  
512 years in an amount equal to the annual increases for the 3-year  
513 period in the Consumer Price Index for All Urban Consumers, U.S.  
514 City Average, All Items, published by the Bureau of Labor  
515 Statistics of the United States Department of Labor. The  
516 Department of Business and Professional Regulation shall  
517 periodically calculate the fees, rounded to the nearest dollar,  
518 and publish the amounts, as adjusted, on its website.

519        Section 4. This act shall take effect July 1, 2017.