

Amendment No. ____ (for drafter's use only)

	<u>Senate</u>	CHAMBER ACTION	<u>House</u>
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ORIGINAL STAMP BELOW

Representative(s) Kyle offered the following:

Amendment (with title amendment)

Remove from the bill: Everything after the enacting clause
and insert in lieu thereof:

Section 1. Subsection (7) is repealed and paragraph (d) of subsection (2), paragraph (a) of subsection (4), and subsection (6) of section 20.165, Florida Statutes, are amended to read:

20.165 Department of Business and Professional Regulation.--There is created a Department of Business and Professional Regulation.

(2) The following divisions of the Department of Business and Professional Regulation are established:

(d) Division of ~~Florida Land Sales~~, Condominiums, Timeshare, and Mobile Homes.

(4)(a) The following boards are established within the Division of Professions:

1. Board of Architecture and Interior Design, created under part I of chapter 481.

Amendment No. ____ (for drafter's use only)

- 1 2. Florida Board of Auctioneers, created under part VI
2 of chapter 468.
- 3 3. ~~Barbers~~ Board of Barbering and Cosmetology,
4 created under chapter 476.
- 5 4. Florida Building Code Administrators and Inspectors
6 Board, created under part XII of chapter 468.
- 7 5. Construction Industry Licensing Board, created
8 under part I of chapter 489.
- 9 ~~6. Board of Cosmetology, created under chapter 477.~~
- 10 6.7. Electrical Contractors' Licensing Board, created
11 under part II of chapter 489.
- 12 ~~7.8.~~ Board of Employee Leasing Companies, created
13 under part XI of chapter 468.
- 14 ~~8.9.~~ Board of Funeral Directors and Embalmers, created
15 under chapter 470.
- 16 ~~9.10.~~ Board of Landscape Architecture, created under
17 part II of chapter 481.
- 18 ~~10.11.~~ Board of Pilot Commissioners, created under
19 chapter 310.
- 20 ~~11.12.~~ Board of Professional Engineers, created under
21 chapter 471.
- 22 ~~12.13.~~ Board of Professional Geologists, created under
23 chapter 492.
- 24 ~~13.14.~~ Board of Professional Surveyors and Mappers,
25 created under chapter 472.
- 26 ~~14.15.~~ Board of Veterinary Medicine, created under
27 chapter 474.
- 28 (6) Each board with ~~five or~~ more than seven members
29 shall have at least two consumer members who are not, and have
30 never been, members or practitioners of the profession
31 regulated by such board or of any closely related profession.

Amendment No. ____ (for drafter's use only)

1 Each board with seven or fewer ~~than five~~ members shall have at
2 least one consumer member who is not, and has never been, a
3 member or practitioner of the profession regulated by such
4 board or of any closely related profession.

5 ~~(7) No board, with the exception of joint~~
6 ~~coordinatorships, shall be transferred from its present~~
7 ~~location unless authorized by the Legislature in the General~~
8 ~~Appropriations Act.~~

9 Section 2. Section 326.001, Florida Statutes, is
10 amended to read:

11 326.001 Short title.--This chapter Sections
12 ~~326.001-326.006~~ may be cited as the "Yacht and Ship Brokers'
13 Act."

14 Section 3. Section 326.002, Florida Statutes, is
15 amended to read:

16 326.002 Definitions.--As used in this chapter ss.
17 ~~326.001-326.006~~, the term:

18 (1) "Broker" means a person who, for or in expectation
19 of compensation: sells, offers, or negotiates to sell; buys,
20 offers, or negotiates to buy; solicits or obtains listings of;
21 or negotiates the purchase, sale, or exchange of, yachts for
22 other persons.

23 (2) "Department" ~~"Division"~~ means the ~~Division of~~
24 ~~Florida Land Sales, Condominiums, and Mobile Homes of the~~
25 Department of Business and Professional Regulation.

26 (3) "Salesperson" means a person who, for or in
27 expectation of compensation, is employed by a broker to
28 perform any acts of a broker.

29 (4) "Yacht" means any vessel which is propelled by
30 sail or machinery in the water which exceeds 32 feet in
31 length, and which weighs less than 300 gross tons.

Amendment No. ____ (for drafter's use only)

1 (5) "Person" means an individual, partnership, firm,
2 corporation, association, or other entity.

3 Section 4. Section 326.003, Florida Statutes, is
4 amended to read:

5 326.003 Administration.--The department division
6 shall:

7 (1) Administer ~~ss. 326.001-326.006~~ and collect fees
8 sufficient to administer this chapter ~~ss. 326.001-326.006~~.

9 (2) Adopt rules pursuant to ss. 120.536(1) and 120.54
10 necessary to administer this chapter ~~implement ss.~~
11 ~~326.001-326.006~~ and to classify brokers and salespersons and
12 regulate their activities.

13 (3) Enforce the provisions of this chapter ~~ss.~~
14 ~~326.001-326.006~~ against any person who operates as a broker or
15 salesperson without a license.

16 Section 5. Section 326.004, Florida Statutes, is
17 amended to read:

18 326.004 Licensing.--

19 (1) A person may not act as a broker or salesperson
20 unless licensed under the Yacht and Ship Brokers' Act. The
21 department division shall adopt rules establishing a procedure
22 for the biennial renewal of licenses.

23 (2) A broker may not engage in business as a broker
24 under a fictitious name unless his or her license is issued in
25 such name.

26 (3) A license is not required for:

27 (a) A person who sells his or her own yacht.

28 (b) An attorney at law for services rendered in his or
29 her professional capacity.

30 (c) A receiver, trustee, or other person acting under
31 a court order.

Amendment No. ____ (for drafter's use only)

1 (d) A transaction involving the sale of a new yacht.

2 (e) A transaction involving the foreclosure of a
3 security interest in a yacht.

4 (4) Any person who purchases a used yacht for resale
5 must transfer title to such yacht into his or her name and
6 maintain the title or bill of sale in his or her possession to
7 be exempt from licensure.

8 (5) The department ~~division~~ by rule shall establish
9 fees for application, initial licensing, biennial renewal, and
10 reinstatement of licenses in an amount not to exceed \$500.
11 The fees must be set in an amount that is adequate to
12 proportionately fund the expenses of the department ~~division~~
13 in this chapter ~~ss. 326.001-326.006~~.

14 (6) The department ~~division~~ may deny a license or
15 license renewal to any applicant who does not:

16 (a) Furnish proof satisfactory to the department
17 ~~division~~ that he or she is of good moral character.

18 (b) Certify that he or she has never been convicted of
19 a felony.

20 (c) Post the bond required by the Yacht and Ship
21 Brokers' Act.

22 (d) Demonstrate that he or she is a resident of this
23 state or that he or she conducts business in this state.

24 (e) Furnish a full set of fingerprints taken within
25 the 6 months immediately preceding the submission of the
26 application.

27 (f) Have a current license and has operated as a
28 broker or salesperson without a license.

29 (7)(a) Before any license may be issued to a yacht or
30 ship broker, he or she must deliver to the department ~~division~~
31 a good and sufficient surety bond or irrevocable letter of

Amendment No. ____ (for drafter's use only)

1 credit, executed by the broker as principal, in the sum of
2 \$25,000.

3 (b) Surety bonds and irrevocable letters of credit
4 must be in a form to be approved by the department ~~division~~
5 and must be conditioned upon the broker complying with the
6 terms of any written contract made by such broker in
7 connection with the sale or exchange of any yacht or ship and
8 not violating any of the provisions of the Yacht and Ship
9 Brokers' Act in the conduct of the business for which he or
10 she is licensed. The bonds and letters of credit must be
11 delivered to the department ~~division~~ and in favor of any
12 person in a transaction who suffers any loss as a result of
13 any violation of the conditions in this chapter ~~ss.~~
14 ~~326.001-326.006~~. When the department ~~division~~ determines that
15 a person has incurred a loss as a result of a violation of the
16 Yacht and Ship Brokers' Act, it shall notify the person in
17 writing of the existence of the bond or letter of credit. The
18 bonds and letters of credit must cover the license period, and
19 a new bond or letter of credit or a proper continuation
20 certificate must be delivered to the department ~~division~~ at
21 the beginning of each license period. However, the aggregate
22 liability of the surety in any one year may not exceed the sum
23 of the bond or, in the case of a letter of credit, the
24 aggregate liability of the issuing bank may not exceed the sum
25 of the credit.

26 (c) Surety bonds must be executed by a surety company
27 authorized to do business in the state as surety, and
28 irrevocable letters of credit must be issued by a bank
29 authorized to do business in the state as a bank.

30 (d) Irrevocable letters of credit must be engaged by a
31 bank as an agreement to honor demands for payment as specified

Amendment No. ____ (for drafter's use only)

1 in this section.

2

3 The security for a broker must remain on deposit for a period
4 of 1 year after he or she ceases to be a broker.

5 (8) A person may not be licensed as a broker unless he
6 or she has been a salesperson for at least 2 consecutive
7 years, and may not be licensed as a broker after October 1,
8 1990, unless he or she has been licensed as a salesperson for
9 at least 2 consecutive years.

10 (9) An applicant for a salesperson's license or its
11 renewal must deposit with the department ~~division~~ a bond or
12 equivalent securities in the sum of \$10,000 subject to the
13 conditions in subsection (7).

14 (10) Upon a final judgment being rendered against a
15 yacht broker or salesperson for a violation of this chapter
16 ~~ss. 326.001-326.006~~ which results in any action being
17 commenced on the bond or letter of credit, the department
18 ~~division~~ may require the filing of a new bond or letter of
19 credit and immediately on the recovery in any action on such
20 bond or letter of credit, the broker or salesperson involved
21 must file a new bond or letter of credit. His or her failure
22 to do so within 10 days constitutes grounds for the suspension
23 or revocation of his or her license.

24 (11) Any person injured by the fraud, deceit, or
25 willful negligence of any broker or salesperson or by the
26 failure of any broker or salesperson to comply with the Yacht
27 and Ship Brokers' Act or other law may file an action for
28 damages upon the respective bonds against the principals and
29 the surety.

30 (12) If a surety notifies the department ~~division~~ that
31 it is no longer the surety for a licensee, the department

Amendment No. ____ (for drafter's use only)

1 ~~division~~ shall notify the licensee of such withdrawal by
2 certified mail, return receipt requested, addressed to the
3 licensee's principal office. Upon the termination of such
4 surety the licensee's license is automatically suspended until
5 he or she files a new bond with the department ~~division~~.

6 (13) Each broker must maintain a principal place of
7 business in this state and may establish branch offices in the
8 state. A separate license must be maintained for each branch
9 office. The department ~~division~~ shall establish by rule a fee
10 not to exceed \$100 for each branch office license.

11 (14)(a) Each license must be prominently displayed in
12 the office of the broker.

13 (b) Each salesperson's license must remain in the
14 possession of the employing broker until canceled or until the
15 salesperson leaves such employment. Immediately upon a
16 salesperson's withdrawal from the employment of a broker, the
17 broker must return the salesperson's license to the department
18 ~~division~~ for cancellation.

19 (15) The department ~~division~~ shall provide by rule for
20 the issuance of a temporary 90-day license to an applicant
21 while the Florida Department of Law Enforcement and the
22 Federal Bureau of Investigation ~~conduct~~ ~~conducts~~ a national
23 criminal history analysis of the applicant by means of
24 fingerprint identification.

25 Section 6. Section 326.006, Florida Statutes, is
26 amended to read:

27 326.006 Powers and duties of department ~~division~~.--

28 (1) Proceedings under the Yacht and Ship Brokers' Act
29 shall be conducted pursuant to chapter 120.

30 (2) The department ~~may~~ ~~division~~ ~~has the power to~~
31 enforce and ensure compliance with the provisions of this

Amendment No. ____ (for drafter's use only)

1 chapter and rules adopted under this chapter relating to the
2 sale and ownership of yachts and ships. In performing its
3 duties, the department ~~division~~ has the following powers and
4 duties:

5 (a) The department ~~division~~ may make necessary public
6 or private investigations within or outside this state to
7 determine whether any person has violated this chapter or any
8 rule or order issued under this chapter, to aid in the
9 enforcement of this chapter, or to aid in the adoption of
10 rules or forms under this chapter.

11 (b) The department ~~division~~ may require or permit any
12 person to file a statement in writing, under oath or
13 otherwise, as the department ~~division~~ determines, as to the
14 facts and circumstances concerning a matter to be
15 investigated.

16 (c) For the purpose of any investigation under this
17 chapter, the secretary of the department ~~division director~~ or
18 any officer or employee designated by the secretary ~~division~~
19 ~~director~~ may administer oaths or affirmations, subpoena
20 witnesses and compel their attendance, take evidence, and
21 require the production of any matter that is relevant to the
22 investigation, including the existence, description, nature,
23 custody, condition, and location of any books, documents, or
24 other tangible things and the identity and location of persons
25 having knowledge of relevant facts or any other matter
26 reasonably calculated to lead to the discovery of material
27 evidence. Upon the failure by a person to obey a subpoena or
28 to answer questions propounded by the department ~~investigating~~
29 ~~officer~~ and upon reasonable notice to all persons affected
30 thereby, the department ~~division~~ may apply to the circuit
31 court for an order compelling compliance, may impose a civil

Amendment No. ____ (for drafter's use only)

1 penalty, and may suspend or revoke the licensee's license.

2 (d) Notwithstanding any remedies available to a yacht
3 or ship purchaser, if the department ~~division~~ has reasonable
4 cause to believe that a violation of any provision of this
5 chapter or rule adopted under this chapter has occurred, the
6 department ~~division~~ may institute enforcement proceedings in
7 its own name against any broker or salesperson or any of his
8 or her assignees or agents, or against any unlicensed person
9 or any of his or her assignees or agents, as follows:

10 1. The department ~~division~~ may permit a person whose
11 conduct or actions are under investigation to waive formal
12 proceedings and enter into a consent proceeding whereby
13 orders, rules, or letters of censure or warning, whether
14 formal or informal, may be entered against the person.

15 2. The department ~~division~~ may issue an order
16 requiring the broker or salesperson or any of his or her
17 assignees or agents, or requiring any unlicensed person or any
18 of his or her assignees or agents, to cease and desist from
19 the unlawful practice and take such affirmative action as in
20 the judgment of the department ~~division~~ will carry out the
21 purposes of this chapter.

22 3. The department ~~division~~ may bring an action in
23 circuit court on behalf of a class of yacht or ship purchasers
24 for declaratory relief, injunctive relief, or restitution.

25 4. The department ~~division~~ may impose a civil penalty
26 against a broker or salesperson or any of his or her assignees
27 or agents, or against an unlicensed person or any of his or
28 her assignees or agents, for any violation of this chapter or
29 a rule adopted under this chapter. A penalty may be imposed
30 for each day of continuing violation, but in no event may the
31 penalty for any offense exceed \$10,000. All amounts collected

Amendment No. ____ (for drafter's use only)

1 must be deposited with the Treasurer to the credit of the
2 ~~Professional Regulation Division of Florida Land Sales,~~
3 ~~Condominiums, and Mobile Homes~~ Trust Fund. If a broker,
4 salesperson, or unlicensed person working for a broker, fails
5 to pay the civil penalty, the ~~department~~ division shall
6 thereupon issue an order suspending the broker's license until
7 such time as the civil penalty is paid or may pursue
8 enforcement of the penalty in a court of competent
9 jurisdiction. The order imposing the civil penalty or the
10 order of suspension may not become effective until 20 days
11 after the date of such order. Any action commenced by the
12 ~~department~~ division must be brought in the county in which the
13 ~~department~~ division has its executive offices or in the county
14 where the violation occurred.

15 (e) The ~~department~~ division may suspend or revoke the
16 license of a broker or salesperson who:

17 1. Makes a substantial and intentional
18 misrepresentation, with respect to a transaction involving a
19 yacht, upon which any person has relied.

20 2. Makes a false warranty, with respect to a
21 transaction involving a yacht, of a character likely to
22 influence, persuade, or induce any person with whom business
23 is transacted.

24 3. Engages in continued misrepresentation or makes
25 false warranties with respect to transactions involving a
26 yacht, whether or not relied upon by another person.

27 4. Acts for both the buyer and seller in a transaction
28 involving a yacht without the knowledge and written consent of
29 both parties.

30 5. Commingles the money or other property of his or
31 her principal with his or her own.

Amendment No. ____ (for drafter's use only)

1 6. Commits fraud or dishonest acts in the conduct of
2 any transaction involving a yacht.

3 7. Allows an unlicensed person to use his or her name
4 to evade the provisions of the Yacht and Ship Brokers' Act.

5 8. Violates any law governing the transactions
6 involving a yacht, including any provision relating to the
7 collection or payment of sales or use taxes.

8 9. Engages in acts that are evidence of a lack of good
9 moral character.

10 10. Is convicted of a felony.

11 (f) The department ~~division~~ may suspend or revoke the
12 license of a broker or salesperson who has:

13 1. Procured a license for himself or herself or
14 another by fraud, misrepresentation, falsification, or deceit.

15 2. Been found guilty of a felony or a crime of moral
16 turpitude.

17 3. Had a license or registration revoked, suspended,
18 or sanctioned in another state.

19 (3) All fees must be deposited in the Professional
20 Regulation ~~Division of Florida Land Sales, Condominiums, and~~
21 ~~Mobile Homes~~ Trust Fund as provided by law.

22 Section 7. The regulation of yacht and ship brokers
23 and salespersons is reassigned within the Department of
24 Business and Professional Regulation from the Division of
25 Florida Land Sales, Condominiums, and Mobile Homes to the
26 Division of Professions. All funds collected by the department
27 pursuant to the regulation of yacht and ship brokers and
28 salespersons and all funds in the account created within the
29 Florida Land Sales, Condominiums, and Mobile Homes Trust Fund
30 for such regulation shall be deposited in an account created
31 within the Professional Regulation Trust Fund for the same

Amendment No. ____ (for drafter's use only)

1 purpose.

2 Section 8. Effective upon this act becoming a law,
3 section 399.061, Florida Statutes, is amended to read:

4 399.061 Inspections; correction of deficiencies.--

5 (1)(a) All elevators or other conveyances subject to
6 this chapter must be annually inspected by a certified
7 elevator inspector through a third-party inspection service,
8 or by a municipality or county under contract with the
9 division pursuant to s. 399.13. If the elevator or other
10 conveyance is by a third-party inspection service certified as
11 ~~a qualified elevator inspector or maintained pursuant to a~~
12 ~~service maintenance contract continuously in force, it shall~~
13 be inspected at least once every two years by a certified
14 elevator inspector not employed by or otherwise associated
15 with the maintenance company; however, if the elevator is not
16 an escalator or a dumbwaiter and the elevator serves only two
17 adjacent floors and is covered by a service maintenance
18 contract, no inspection shall be required so long as the
19 service contract remains in effect. A statement verifying the
20 existence, performance, and cancellation of each service
21 maintenance contract must be filed annually with the division
22 as prescribed by rule. All elevators covered by a service
23 ~~maintenance contract shall be inspected by a~~
24 ~~certificate-of-competency holder at least once every 2 years;~~
25 ~~however, if the elevator is not an escalator or a dumbwaiter~~
26 ~~and the elevator serves only two adjacent floors and is~~
27 ~~covered by a service maintenance contract, no inspection shall~~
28 ~~be required so long as the service contract remains in effect.~~
29 (b) The division may inspect an elevator whenever
30 necessary to ensure its safe operation or when a third-party
31 inspection service is not available for routine inspection.

Amendment No. ____ (for drafter's use only)

1 (2) The division may ~~shall~~ employ state elevator
2 inspectors to conduct the inspections as required by
3 subsection (1) and may charge an inspection fee for each
4 inspection sufficient to cover the costs of that inspection,
5 as provided by rule. Each state elevator inspector shall hold
6 a certificate of competency issued by the division.

7 (3) Whenever the division determines from the results
8 of any inspection that, in the interest of the public safety,
9 an elevator is in an unsafe condition, the division may seal
10 the elevator or order the discontinuance of the use of the
11 elevator until the division determines by inspection that such
12 elevator has been satisfactorily repaired or replaced so that
13 the elevator may be operated in a safe manner.

14 (4) When the division determines that an elevator is
15 in violation of this chapter, the division may issue an order
16 to the elevator owner requiring correction of the violation.

17 Section 9. Effective July 1, 2001, subsection (1) of
18 section 455.213, Florida Statutes, is amended, and subsections
19 (11) and (12) are added to that section, to read:

20 455.213 General licensing provisions.--

21 (1) Any person desiring to be licensed shall apply to
22 the department in writing. The application for licensure shall
23 be made on a form prepared and furnished by the department and
24 include the applicant's social security number.

25 Notwithstanding any other provision of law, the department is
26 responsible for the printed or electronic content of all
27 initial licensure and licensure renewal documents. Such
28 documents must require information including as appropriate
29 demographics, education, work history, personal background,
30 criminal history, finances, business information, complaints,
31 inspections, investigations, discipline, bonding, signature

Amendment No. ____ (for drafter's use only)

1 notarization, photographs, performance periods, reciprocity,
2 local government approvals, supporting documentation, periodic
3 reporting requirements, fingerprint requirements, continuing
4 education requirements, and ongoing education monitoring.The
5 application shall be supplemented as needed to reflect any
6 material change in any circumstance or condition stated in the
7 application which takes place between the initial filing of
8 the application and the final grant or denial of the license
9 and which might affect the decision of the department. In
10 order to further the economic development goals of the state,
11 and notwithstanding any law to the contrary, the department
12 may enter into an agreement with the county tax collector for
13 the purpose of appointing the county tax collector as the
14 department's agent to accept applications for licenses and
15 applications for renewals of licenses. The agreement must
16 specify the time within which the tax collector must forward
17 any applications and accompanying application fees to the
18 department. In cases where a person applies or schedules
19 directly with a national examination organization or
20 examination vendor to take an examination required for
21 licensure, any organization- or vendor-related fees associated
22 with the examination may be paid directly to the organization
23 or vendor.

24 (11) Any submission required to be in writing may be
25 made by electronic means.

26 (12) The department may not issue or renew a license
27 to any person who is not in compliance with all provisions of
28 a final order of a board or the department until that person
29 is in compliance with all terms and conditions of the final
30 order. The department may not issue or renew a license to any
31 person who is not in compliance with all legal obligations

Amendment No. ____ (for drafter's use only)

1 under this chapter or the relevant practice act, including,
2 but not limited to, the obligation to pay all fees and
3 assessments that are owed and to complete all continuing
4 education requirements. This subsection applies to all
5 divisions within the department.

6 Section 10. Section 455.224, Florida Statutes, is
7 amended to read:

8 455.224 Authority to issue citations.--

9 (1) Notwithstanding s. 455.225, the board or the
10 department shall adopt rules to permit the issuance of
11 citations. The citation shall be issued to the subject and
12 shall contain the subject's name and address, the subject's
13 license number if applicable, a brief factual statement, the
14 sections of the law allegedly violated, and the penalty
15 imposed. The citation must clearly state that the subject may
16 choose, in lieu of accepting the citation, to follow the
17 procedure under s. 455.225. If the subject disputes the matter
18 in the citation, the procedures set forth in s. 455.225 must
19 be followed. However, if the subject does not dispute the
20 matter in the citation with the department within 30 days
21 after the citation is served, the citation becomes a final
22 order and constitutes discipline. The penalty shall be a fine
23 or other conditions as established by rule.

24 (2) The board, or the department when there is no
25 board, shall adopt rules designating violations for which a
26 citation may be issued. Such rules shall designate as
27 citation violations those violations for which there is no
28 substantial threat to the public health, safety, and welfare.

29 (3) The department shall be entitled to recover the
30 costs of investigation, in addition to any penalty provided
31 according to board or department rule, as part of the penalty

Amendment No. ____ (for drafter's use only)

1 levied pursuant to the citation.

2 (4) A citation must be issued within 6 months after
3 the filing of the complaint that is the basis for the
4 citation.

5 (5) Service of a citation may be made by personal
6 service or certified mail, restricted delivery, to the subject
7 at the subject's last known address.

8 (6) Within its jurisdiction, the department has
9 exclusive authority to, and shall adopt rules to, designate
10 those violations for which the licensee is subject to the
11 issuance of a citation and designate the penalties for those
12 violations if any board fails to incorporate this section into
13 rules by January 1, 1992. A board created on or after January
14 1, 1992, has 6 months in which to enact rules designating
15 violations and penalties appropriate for citation offenses.
16 Failure to enact such rules gives the department exclusive
17 authority to adopt rules as required for implementing this
18 section. A board has continuous authority to amend its rules
19 adopted pursuant to this section.

20 (7) Notwithstanding s. 455.017, any division within
21 the department may establish a citation program pursuant to
22 the provisions of this section in the enforcement of its
23 regulatory provisions. Any citation issued by a division
24 pursuant to this section must clearly state that the subject
25 may choose, in lieu of accepting the citation, to follow the
26 existing procedures established by law. If the subject does
27 not dispute the matter in the citation with the division
28 within 30 days after the citation is served, the citation
29 becomes a final order and constitutes discipline. The penalty
30 shall be a fine or other conditions as established by rule of
31 the appropriate division.

Amendment No. ____ (for drafter's use only)

1 Section 11. Subsections (10) and (11) of section
2 468.401, Florida Statutes, are amended to read:

3 468.401 Regulation of talent agencies;
4 definitions.--As used in this part or any rule adopted
5 pursuant hereto:

6 (10) "Registration"~~"License"~~means a registration
7 ~~license~~ issued by the department of ~~Business and Professional~~
8 ~~Regulation~~ to carry on the business of a talent agency under
9 this part.

10 (11) "Registrant"~~"Licensee"~~means a talent agency
11 ~~that~~ ~~which~~ holds a valid unrevoked and unforfeited
12 registration license issued under this part.

13 Section 12. Section 468.402, Florida Statutes, is
14 amended to read:

15 468.402 Operation of a talent agency ~~Duties of the~~
16 ~~department; authority to issue and revoke license;~~ adoption of
17 rules.--

18 (1) It is unlawful to have ~~The department may take any~~
19 ~~one or more of the actions specified in subsection (5) against~~
20 ~~any person who has:~~

21 (a) Obtained or attempted to obtain a registration ~~any~~
22 ~~license~~ by means of fraud, misrepresentation, or concealment.

23 (b) Violated any provision of this part, chapter 455,
24 any lawful disciplinary order of the department, or any rule
25 of the department.

26 (c) Been found guilty of, or entered a plea of nolo
27 contendere to, regardless of adjudication, a crime involving
28 moral turpitude or dishonest dealings under the laws of this
29 state or any other state or government.

30 (d) Made, printed, published, distributed, or caused,
31 authorized, or knowingly permitted the making, printing,

Amendment No. ____ (for drafter's use only)

1 publication, or distribution of any false statement,
2 description, or promise of such a character as to reasonably
3 induce any person to act to his or her damage or injury, if
4 such statement, description, or promises were purported to be
5 performed by the talent agency and if the owner or operator
6 then knew, or by the exercise of reasonable care and inquiry,
7 could have known, of the falsity of the statement,
8 description, or promise.

9 (e) Knowingly committed or been a party to any
10 material fraud, misrepresentation, concealment, conspiracy,
11 collusion, trick, scheme, or device whereby any other person
12 lawfully relying upon the work, representation, or conduct of
13 the talent agency acts or has acted to his or her injury or
14 damage.

15 (f) Failed or refused upon demand to disclose any
16 information, as required by this part, within his or her
17 knowledge, or failed or refused to produce any document, book,
18 or record in his or her possession for inspection as required
19 ~~by to the department or any authorized agent thereof acting~~
20 ~~within its jurisdiction or by authority of law.~~

21 (g) Established the talent agency within any place
22 where intoxicating liquors are sold, any place where gambling
23 is permitted, or any house of prostitution.

24 (h) Charged, collected, or received compensation for
25 any service performed by the talent agency greater than
26 specified in its schedule of maximum fees, charges, and
27 commissions ~~previously filed with the department.~~

28 (i) Had a license or registration to operate a talent
29 agency revoked, suspended, or otherwise acted against,
30 including, but not limited to, having been denied a license or
31 registration for good cause by the licensing authority of

Amendment No. ____ (for drafter's use only)

1 another state, territory, or country.

2 (j) Willfully made or filed a report or record that
3 the registrant licensee knew to be false, failed to file a
4 report or record required by state or federal law, impeded or
5 obstructed such filing, or induced another person to impede or
6 obstruct such filing. Such reports or records shall include
7 only those that are signed in the registrant's licensee's
8 capacity as a registered licensed talent agency.

9 (k) Advertised goods or services in a manner that was
10 fraudulent, false, deceptive, or misleading in form or
11 content.

12 (l) Advertised, operated, or attempted to operate
13 under a name other than the name appearing on the registration
14 license.

15 (m) Been found guilty of fraud or deceit in the
16 operation of a talent agency.

17 (n) Operated with a revoked, suspended, inactive, or
18 delinquent registration license.

19 (o) Permitted, aided, assisted, procured, or advised
20 any unlicensed person to operate a talent agency contrary to
21 this part or other law to a rule of the department.

22 (p) Failed to perform any statutory or legal
23 obligation placed on a licensed talent agency.

24 (q) Practiced or offered to practice beyond the scope
25 permitted by law or has accepted and performed professional
26 responsibilities that the registrant licensee knows or has
27 reason to know that he or she is not competent to perform.

28 (r) Conspired with ~~another licensee or with~~ any other
29 person to commit an act, or has committed an act, that would
30 tend to coerce, intimidate, or preclude another registrant
31 licensee from advertising his or her services.

Amendment No. ____ (for drafter's use only)

1 (s) Solicited business, either personally or through
2 an agent or through any other person, through the use of fraud
3 or deception or by other means; through the use of misleading
4 statements; or through the exercise of intimidation or undue
5 influence.

6 (t) Exercised undue influence on the artist in such a
7 manner as to exploit the artist for financial gain of the
8 registrant licensee or a third party, which includes, but is
9 not limited to, the promoting or selling of services to the
10 artist.

11 ~~(2) The department may revoke any license that is~~
12 ~~issued as a result of the mistake or inadvertence of the~~
13 ~~department.~~

14 ~~(2)(3) The department may~~ has authority to adopt rules
15 pursuant to ss. 120.536(1) and 120.54 necessary to administer
16 ~~implement the provisions of this part.~~

17 ~~(3)(4) A revoked or suspended registration license~~
18 must be returned to the department within 7 days after the
19 time for appeal has elapsed.

20 ~~(4)(5) Upon a finding of a violation of any one or~~
21 more of the grounds enumerated in subsection (1) or any other
22 section of this part, the department may ~~take the following~~
23 ~~actions:~~

24 (a) Deny an application for registration licensure as
25 a talent agency.

26 (b) ~~Permanently~~ Revoke or suspend the registration
27 ~~license~~ of a talent agency.

28 ~~(c) Impose an administrative fine, not to exceed~~
29 ~~\$5,000, for each count or separate offense.~~

30 ~~(d) Require restitution.~~

31 ~~(e) Issue a public reprimand.~~

Amendment No. ____ (for drafter's use only)

1 ~~(f) Place the licensee on probation, subject to such~~
2 ~~conditions as the department may specify.~~

3 ~~(6) A person shall be subject to the disciplinary~~
4 ~~actions specified in subsection (5) for violations of~~
5 ~~subsection (1) by that person's agents or employees in the~~
6 ~~course of their employment with that person.~~

7 ~~(5)(7)~~ The department may deny a registration license
8 if any owner or operator listed on the application has been
9 associated with a talent agency whose registration license has
10 been revoked or otherwise disciplined.

11 Section 13. Section 468.403, Florida Statutes, is
12 amended to read:

13 468.403 Registration License requirements.--

14 (1) A person may not own, operate, solicit business,
15 or otherwise engage in or carry on the occupation of a talent
16 agency in this state unless such person first registers with
17 ~~procures a license for the talent agency from~~ the department.
18 However, a registration license is not required for a person
19 who acts as an agent for herself or himself, a family member,
20 or exclusively for one artist.

21 (2) Each application for a registration license must
22 be accompanied by an application fee set by the department not
23 to exceed \$300, ~~plus the actual cost for fingerprint analysis~~
24 ~~for each owner application, to cover the costs of~~
25 ~~investigating the applicant.~~ Each application for a change of
26 operator must be accompanied by an application fee of \$150.
27 These fees are not refundable.

28 ~~(3)(a) Each owner of a talent agency if other than a~~
29 ~~corporation and each operator of a talent agency shall submit~~
30 ~~to the department with the application for licensure of the~~
31 ~~agency a full set of fingerprints and a photograph of herself~~

Amendment No. ____ (for drafter's use only)

1 ~~or himself taken within the preceding 2 years. The department~~
2 ~~shall conduct an examination of fingerprint records and police~~
3 ~~records.~~

4 ~~(b) Each owner of a talent agency that is a~~
5 ~~corporation shall submit to the department, with the~~
6 ~~application for licensure of the agency, a full set of~~
7 ~~fingerprints of the principal officer signing the application~~
8 ~~form and the bond form, and a full set of fingerprints of each~~
9 ~~operator, and a photograph of each taken within the preceding~~
10 ~~2 years. The department shall conduct an examination of~~
11 ~~fingerprint records and police records.~~

12 ~~(3)(4) Each application must include:~~

13 ~~(a) The name and address of the owner of the talent~~
14 ~~agency.~~

15 ~~(b) Proof of at least 1 year of direct experience or~~
16 ~~similar experience of the operator of such agency in the~~
17 ~~talent agency business or as a subagent, casting director,~~
18 ~~producer, director, advertising agency, talent coordinator, or~~
19 ~~musical booking agent.~~

20 ~~(b)(c) The street and number of the building or place~~
21 ~~where the talent agency is to be located.~~

22 ~~(5) The department shall investigate the owner of an~~
23 ~~applicant talent agency only to determine her or his ability~~
24 ~~to comply with this part and shall investigate the operator of~~
25 ~~an applicant talent agency to determine her or his employment~~
26 ~~experience and qualifications.~~

27 ~~(4)(6) If the applicant is other than a corporation,~~
28 ~~the application shall also include the names and addresses of~~
29 ~~all persons, except bona fide employees on stated salaries,~~
30 ~~financially interested, either as partners, associates, or~~
31 ~~profit sharers, in the operation of the talent agency in~~

Amendment No. ____ (for drafter's use only)

1 question, together with the amount of their respective
2 interest.

3 ~~(5)(7)~~ If the applicant is a corporation, the
4 application shall include the corporate name and the names,
5 residential addresses, and telephone numbers of all persons
6 actively participating in the business of the corporation and
7 shall include the names of all persons exercising managing
8 responsibility in the applicant's or registrant's licensee's
9 office.

10 ~~(8) The application must be accompanied by affidavits~~
11 ~~of at least five reputable persons, other than artists, who~~
12 ~~have known or have been associated with the applicant for at~~
13 ~~least 3 years, stating that the applicant is a person of good~~
14 ~~moral character or, in the case of a corporation, has a~~
15 ~~reputation for fair dealing.~~

16 ~~(6)(9)~~ If any information in the application supplied
17 to the department by the applicant or registrant licensee
18 changes in any manner whatsoever, the applicant or registrant
19 licensee shall submit such changes to the department within 30
20 days after the date of such change or after the date such
21 change is known or should have been known to the applicant or
22 registrant licensee.

23 Section 14. Section 468.404, Florida Statutes, is
24 amended to read:

25 468.404 Registration License; fees; renewals.--

26 (1) The department by rule shall establish biennial
27 fees for initial registration licensing, renewal of
28 registration license, and reinstatement of registration
29 license, none of which fees shall exceed \$400. The department
30 may by rule establish a delinquency fee of no more than \$50.
31 The fees shall be adequate to proportionately fund the

Amendment No. ____ (for drafter's use only)

1 expenses of the department which are allocated to the
2 registering ~~regulation~~ of talent agencies and shall be based
3 on the department's estimate of the revenue required to
4 administer this part.

5 (2) If one or more individuals on the basis of whose
6 qualifications a talent agency registration ~~license~~ has been
7 obtained cease to be connected with the agency for any reason,
8 the agency business may be carried on for a temporary period,
9 not to exceed 90 days, under such terms and conditions as the
10 department provides by rule for the orderly closing of the
11 business or the replacement and qualifying of a new owner or
12 operator. The registrant's ~~licensee's~~ good standing under this
13 part shall be contingent upon the department's approval of any
14 such new owner or operator.

15 (3) No registration ~~license~~ shall be valid to protect
16 any business transacted under any name other than that
17 designated on ~~in~~ the registration ~~license~~, unless consent is
18 first obtained from the department, ~~unless written consent of~~
19 ~~the surety or sureties on the original bond required by s.~~
20 ~~468.408 is filed with the department, and unless the~~
21 registration ~~license~~ is returned to the department for the
22 recording thereon of such changes. A charge of \$25 shall be
23 made by the department for the recording of authorization for
24 each change of name or change of location.

25 (4) No registration ~~license~~ issued under this part
26 shall be assignable.

27 Section 15. Section 468.406, Florida Statutes, is
28 amended to read:

29 468.406 Fees to be charged by talent agencies; rates;
30 display.--

31 (1) Each talent agency ~~applicant for a license~~ shall

Amendment No. ____ (for drafter's use only)

1 ~~maintain and provide to its artists or potential clients file~~
2 ~~with the application~~ an itemized schedule of maximum fees,
3 charges, and commissions which it intends to charge and
4 collect for its services. This schedule may thereafter be
5 raised only by notifying its artists ~~filing with the~~
6 ~~department an amended or supplemental schedule~~ at least 30
7 days before the change is to become effective. The schedule
8 shall be posted in a conspicuous place in each place of
9 business of the agency and shall be printed in not less than a
10 30-point boldfaced type, except that an agency that uses
11 written contracts containing maximum fee schedules need not
12 post such schedules.

13 (2) All money collected by a talent agency from an
14 employer for the benefit of an artist shall be paid to the
15 artist, less the talent agency's fee, within 5 business days
16 after the receipt of such money by the talent agency. No
17 talent agency is required to pay money to an artist until the
18 talent agency receives payment from the employer or buyer.

19 Section 16. Section 468.407, Florida Statutes, is
20 amended to read:

21 468.407 Registration License; content; posting.--

22 (1) The talent agency registration license shall be
23 valid for the biennial period in which issued and shall be in
24 such form as may be determined by the department, but shall at
25 least specify the name under which the applicant is to
26 operate, the address of the place of business, the expiration
27 date of the registration license, the full names and titles of
28 the owner and the operator, and the number of the registration
29 license.

30 (2) The talent agency registration license shall at
31 all times be displayed conspicuously in the place of business

Amendment No. ____ (for drafter's use only)

1 in such manner as to be open to the view of the public and
2 subject to the inspection of all duly authorized officers of
3 the state and county.

4 (3) If a registrant ~~licensee~~ desires to cancel his or
5 her registration ~~license~~, he or she must notify the department
6 and forthwith return to the department the registration
7 ~~license~~ so canceled. No registration ~~license~~ fee may be
8 refunded upon cancellation of the registration ~~license~~.

9 Section 17. Subsection (3) of section 468.410, Florida
10 Statutes, is amended to read:

11 468.410 Prohibition against registration fees;
12 referral.--

13 (3) A talent agency shall give each applicant a copy
14 of a contract which lists the services to be provided and the
15 fees to be charged. The contract shall state that the talent
16 agency is registered with ~~regulated by~~ the department and
17 shall list the address and telephone number of the department.

18 Section 18. Section 468.412, Florida Statutes, is
19 amended to read:

20 468.412 Talent agency requirements ~~regulations~~.--

21 (1) A talent agency shall maintain a record sheet for
22 each booking. This shall be the only required record of
23 placement and shall be kept for a period of 1 year after the
24 date of the last entry in the buyer's file.

25 (2) Each talent agency shall keep records in which
26 shall be entered:

27 (a) The name and address of each artist employing such
28 talent agency;

29 (b) The amount of fees received from each such artist;
30 and

31 (c) The employment in which each such artist is

Amendment No. ____ (for drafter's use only)

1 engaged at the time of employing such talent agency and the
2 amount of compensation of the artist in such employment, if
3 any, and the employments subsequently secured by such artist
4 during the term of the contract between the artist and the
5 talent agency and the amount of compensation received by the
6 artist pursuant thereto. ~~and~~
7 ~~(d) Other information which the department may require~~
8 ~~from time to time.~~
9 ~~(3) All books, records, and other papers kept pursuant~~
10 ~~to this act by any talent agency shall be open at all~~
11 ~~reasonable hours to the inspection of the department and its~~
12 ~~agents. Each talent agency shall furnish to the department,~~
13 ~~upon request, a true copy of such books, records, and papers,~~
14 ~~or any portion thereof, and shall make such reports as the~~
15 ~~department may prescribe from time to time.~~
16 (3)~~(4)~~ Each talent agency shall post in a conspicuous
17 place in the office of such talent agency a printed copy of
18 this part ~~and of the rules adopted under this part. Such~~
19 ~~copies shall also contain the name and address of the officer~~
20 ~~charged with enforcing this part. The department shall~~
21 furnish to talent agencies printed copies of any statute ~~or~~
22 ~~rule~~ required to be posted under this subsection.
23 (4)~~(5)~~ No talent agency may knowingly issue a contract
24 for employment containing any term or condition which, if
25 complied with, would be in violation of law, or attempt to
26 fill an order for help to be employed in violation of law.
27 (5)~~(6)~~ No talent agency may publish or cause to be
28 published any false, fraudulent, or misleading information,
29 representation, notice, or advertisement. All advertisements
30 of a talent agency by means of card, circulars, or signs, and
31 in newspapers and other publications, and all letterheads,

Amendment No. ____ (for drafter's use only)

1 receipts, and blanks shall be printed and contain the
2 registered licensed name, department registration license
3 number, and address of the talent agency and the words "talent
4 agency." No talent agency may give any false information or
5 make any false promises or representations concerning an
6 engagement or employment to any applicant who applies for an
7 engagement or employment.

8 (6)~~(7)~~ No talent agency may send or cause to be sent
9 any person as an employee to any house of ill fame, to any
10 house or place of amusement for immoral purposes, to any place
11 resorted to for the purposes of prostitution, to any place for
12 the modeling or photographing of a minor in the nude in the
13 absence of written permission from the minor's parents or
14 legal guardians, the character of which places the talent
15 agency could have ascertained upon reasonable inquiry.

16 (7)~~(8)~~ No talent agency may divide fees with anyone,
17 including, but not limited to, an agent or other employee of
18 an employer, a buyer, a casting director, a producer, a
19 director, or any venue that uses entertainment.

20 (8)~~(9)~~ If a talent agency collects from an artist a
21 fee or expenses for obtaining employment for the artist, and
22 the artist fails to procure such employment, or the artist
23 fails to be paid for such employment if procured, such talent
24 agency shall, upon demand therefor, repay to the artist the
25 fee and expenses so collected. Unless repayment thereof is
26 made within 48 hours after demand therefor, the talent agency
27 shall pay to the artist an additional sum equal to the amount
28 of the fee.

29 (9)~~(10)~~ Each talent agency must maintain a permanent
30 office and must maintain regular operating hours at that
31 office.

Amendment No. ____ (for drafter's use only)

1 Section 19. Section 468.413, Florida Statutes, is
2 amended to read:

3 468.413 Unlawful acts ~~Legal requirements~~; penalties.--

4 (1) Each of the following acts constitutes a felony of
5 the third degree, punishable as provided in s. 775.082, s.
6 775.083, or s. 775.084:

7 (a) Owning or operating, or soliciting business as, a
8 talent agency in this state without first registering with
9 ~~procuring a license from~~ the department.

10 (b) Obtaining or attempting to obtain a registration
11 ~~license~~ by means of fraud, misrepresentation, or concealment.

12 (2) Each of the following acts constitutes a
13 misdemeanor of the second degree, punishable as provided in s.
14 775.082 or s. 775.083:

15 (a) Relocating a business as a talent agency, or
16 operating under any name other than that designated on the
17 registration license, ~~unless written notification is given to~~
18 ~~the department and to the surety or sureties on the original~~
19 ~~bond, and unless the registration license is returned to the~~
20 department for the recording thereon of such changes.

21 (b) Assigning or attempting to assign a registration
22 ~~license~~ issued under this part.

23 (c) Failing to show on a registration license
24 application whether or not the agency or any owner of the
25 agency is financially interested in any other business of like
26 nature and, if so, failing to specify such interest or
27 interests.

28 (d) Failing to maintain the records required by s.
29 468.409 or knowingly making false entries in such records.

30 (e) Requiring as a condition to registering or
31 obtaining employment or placement for any applicant that the

Amendment No. ____ (for drafter's use only)

1 applicant subscribe to, purchase, or attend any publication,
2 postcard service, advertisement, resume service, photography
3 service, school, acting school, workshop, or acting workshop.

4 (f) Failing to give each applicant a copy of a
5 contract which lists the services to be provided and the fees
6 to be charged, which states that the talent agency is
7 registered with ~~regulated by~~ the department, ~~and which lists~~
8 ~~the address and telephone number of the department.~~

9 (g) Failing to maintain a record sheet as required by
10 s. 468.412(1).

11 (h) Knowingly sending or causing to be sent any artist
12 to a prospective employer or place of business, the character
13 or operation of which employer or place of business the talent
14 agency knows to be in violation of the laws of the United
15 States or of this state.

16 (3) The court may, in addition to other punishment
17 provided for in subsection (1) or subsection (2), suspend or
18 revoke the registration license of any person licensee under
19 this part who has been found guilty of any violation of
20 subsection (1) or misdemeanor listed in subsection (2).

21 (4) ~~If a~~ ~~in the event the department or any state~~
22 ~~attorney finds shall have~~ probable cause to believe that a
23 talent agency or other person has violated any provision of
24 subsection (1) or subsection (2), an action may be brought by
25 the department or any state attorney to enjoin such talent
26 agency or any person from continuing such violation, or
27 engaging therein or doing any acts in furtherance thereof, and
28 for such other relief as to the court seems appropriate. In
29 addition to this remedy, the department may permanently
30 prohibit a person from operating or working for a talent
31 agency ~~assess a penalty against any talent agency or any~~

Amendment No. ____ (for drafter's use only)

1 ~~person in an amount not to exceed \$1,000.~~

2 (5) Any person injured by a prohibited act or practice
3 in violation of this part may bring a civil action in circuit
4 court for temporary or permanent injunctive relief and may
5 seek appropriate civil relief, including, but not limited to,
6 a civil penalty not to exceed \$5,000 for each violation,
7 restitution and treble damages for injured parties, and court
8 costs and reasonable attorney's fees.

9 Section 20. Section 468.414, Florida Statutes, is
10 amended to read:

11 468.414 Collection and deposit of moneys;
12 appropriation.--Proceeds from the ~~finer, fees, and penalties~~
13 imposed pursuant to this part shall be deposited in the
14 Professional Regulation Trust Fund, created by s. 215.37.

15 Section 21. Section 468.415, Florida Statutes, is
16 amended to read:

17 468.415 Sexual misconduct in the operation of a talent
18 agency.--The talent agent-artist relationship is founded on
19 mutual trust. Sexual misconduct in the operation of a talent
20 agency means violation of the talent agent-artist relationship
21 through which the talent agent uses the relationship to induce
22 or attempt to induce the artist to engage or attempt to engage
23 in sexual activity. Sexual misconduct is prohibited in the
24 operation of a talent agency. If any agent, owner, or operator
25 of a registered licensed talent agency is found to have
26 committed sexual misconduct in the operation of a talent
27 agency, the agency registration license shall be permanently
28 revoked. Such agent, owner, or operator shall be permanently
29 disqualified from present and future registration licensure as
30 owner or operator of a Florida talent agency.

31 Section 22. Sections 468.405 and 468.408, Florida

Amendment No. ____ (for drafter's use only)

1 Statutes, are repealed.

2 Section 23. Subsection (7) of section 468.609, Florida
3 Statutes, is amended to read:

4 468.609 Administration of this part; standards for
5 certification; additional categories of certification.--

6 (7)(a) The board may provide for the issuance of
7 provisional certificates valid for such period, not less than
8 3 years nor more than 5 years, as specified by board rule, to
9 any newly employed or promoted building code inspector or
10 plans examiner who meets the eligibility requirements
11 described in subsection (2) and any newly employed or promoted
12 building code administrator who meets the eligibility
13 requirements described in subsection (3).

14 (b) No building code administrator, plans examiner, or
15 building code inspector may have a provisional certificate
16 extended beyond the specified period by renewal or otherwise.

17 (c) The board may provide for appropriate levels of
18 provisional certificates and may issue these certificates with
19 such special conditions or requirements relating to the place
20 of employment of the person holding the certificate, the
21 supervision of such person on a consulting or advisory basis,
22 or other matters as the board may deem necessary to protect
23 the public safety and health.

24 (d)1. A newly employed or hired person may perform the
25 duties of a plans examiner or building code inspector for 90
26 days if a provisional certificate application has been
27 submitted, provided such person is under the direct
28 supervision of a certified building code administrator who
29 holds a standard certification and who has found such person
30 qualified for a provisional certificate. ~~However,~~

31 2. Direct supervision and the determination of

Amendment No. ____ (for drafter's use only)

1 qualifications under this paragraph may be provided by a
2 building code administrator who holds a limited or provisional
3 certificate in any county with a population of less than
4 75,000 and in any municipality located within such a county.

5 3. Direct supervision under this paragraph may be
6 provided in any county with a population of less than 75,000
7 and in any municipality within such county by
8 telecommunication devices if the supervision is appropriate
9 for the facts surrounding the performance of the duties being
10 supervised.

11 Section 24. Subsection (4) of section 468.627, Florida
12 Statutes, is amended to read:

13 468.627 Application; examination; renewal; fees.--

14 (4) Employees of local government agencies having
15 responsibility for building code inspection, building
16 construction regulation, and enforcement of building,
17 plumbing, mechanical, electrical, gas, fire prevention,
18 energy, accessibility, and other construction codes shall pay
19 no application fees or examination fees. However, the fee
20 charged by the examination contract vendor to the department
21 for scheduling an examination of an employee of a local
22 government shall be recovered from any employee who does not
23 report for the scheduled examination. The department shall
24 have the final approval for excusing applicants from a
25 scheduled examination and may waive recovery of the fee in
26 case of hardship.

27 Section 25. Subsection (1) of section 471.025, Florida
28 Statutes, is amended to read:

29 471.025 Seals.--

30 (1) The board shall prescribe, by rule, the forms ~~a~~
31 ~~form~~ of seals ~~seal~~ to be used by registrants holding valid

Amendment No. ____ (for drafter's use only)

1 certificates of registration. Each registrant shall obtain at
2 least one ~~an impression-type metal~~ seal in the form approved
3 by board rule ~~aforsaid~~ and may, in addition, register his or
4 her seal electronically in accordance with ss. 282.70-282.75.
5 All final drawings, specifications, plans, reports, or
6 documents prepared or issued by the registrant and being filed
7 for public record and all final bid documents provided to the
8 owner or the owner's representative shall be signed by the
9 registrant, dated, and stamped with said seal. Such signature,
10 date, and seal shall be evidence of the authenticity of that
11 to which they are affixed. Drawings, specifications, plans,
12 reports, final bid documents, or documents prepared or issued
13 by a registrant may be transmitted electronically and may be
14 signed by the registrant, dated, and stamped electronically
15 with said seal in accordance with ss. 282.70-282.75.

16 Section 26. Section 472.001, Florida Statutes, is
17 amended to read:

18 472.001 Purpose.--The Legislature deems it necessary
19 to regulate surveyors and mappers as provided in this chapter
20 ~~ss. 472.001-472.041~~.

21 Section 27. Section 472.003, Florida Statutes, is
22 amended to read:

23 472.003 Exemptions ~~Persons not affected by ss.~~
24 ~~472.001-472.041~~.--This chapter does ~~Sections 472.001-472.041~~
25 ~~do~~ not apply to:

26 (1) Any surveyor and mapper working as a salaried
27 employee of the United States Government when engaged in work
28 solely for the United States Government.

29 (2) A registered professional engineer who takes or
30 contracts for professional surveying and mapping services
31 incidental to her or his practice of engineering and who

Amendment No. ____ (for drafter's use only)

1 delegates such surveying and mapping services to a registered
2 professional surveyor and mapper qualified within her or his
3 firm or contracts for such professional surveying and mapping
4 services to be performed by others who are registered
5 professional surveyors and mappers under this chapter ~~the~~
6 ~~provisions of ss. 472.001-472.041.~~

7 (3) The following persons when performing construction
8 layout from boundary, horizontal, and vertical controls that
9 have been established by a registered professional surveyor
10 and mapper:

11 (a) Contractors performing work on bridges, roads,
12 streets, highways, or railroads, or utilities and services
13 incidental thereto, or employees who are subordinates of such
14 contractors provided that the employee does not hold herself
15 or himself out for hire or engage in such contracting except
16 as an employee;

17 (b) Certified or registered contractors licensed
18 pursuant to part I of chapter 489 or employees who are
19 subordinates of such contractors provided that the employee
20 does not hold herself or himself out for hire or engage in
21 contracting except as an employee; and

22 (c) Registered professional engineers licensed
23 pursuant to chapter 471 and employees of a firm, corporation,
24 or partnership who are the subordinates of the registered
25 professional engineer in responsible charge.

26 (4) Persons employed by county property appraisers, as
27 defined at s. 192.001(3), and persons employed by the
28 Department of Revenue, to prepare maps for property appraisal
29 purposes only, but only to the extent that they perform
30 mapping services which do not include any surveying activities
31 as described in s. 472.005(4)~~(a) and (b).~~

Amendment No. ____ (for drafter's use only)

1 (5)(a) Persons who are employees of any state, county,
2 municipal, or other governmental unit of this state and who
3 are the subordinates of a person in responsible charge
4 registered under this chapter, to the extent that the
5 supervision meets standards adopted by rule of the board, if
6 any.

7 (b) Persons who are employees of any employee leasing
8 company licensed pursuant to part XI of chapter 468 and who
9 work as subordinates of a person in responsible charge
10 registered under this chapter.

11 (c) Persons who are employees of an individual
12 registered or legal entity certified under this chapter and
13 who are the subordinates of a person in responsible charge
14 registered under this chapter, to the extent that the
15 supervision meets standards adopted by rule of the board, if
16 any.

17 Section 28. Section 472.005, Florida Statutes, is
18 amended to read:

19 472.005 Definitions.--As used in this chapter ~~ss.~~
20 ~~472.001-472.041~~:

21 (1) "Board" means the Board of Professional Surveyors
22 and Mappers.

23 (2) "Department" means the Department of Business and
24 Professional Regulation.

25 (3) "Surveyor and mapper" includes the term
26 "professional surveyor and mapper" and means a person who is
27 registered to engage in the practice of surveying and mapping
28 under this chapter ~~ss. 472.001-472.041~~. For the purposes of
29 this subsection ~~statute~~, a surveyor and mapper means a person
30 who determines and displays the facts of size, shape,
31 topography, tidal datum planes, legal or geodetic location or

Amendment No. ____ (for drafter's use only)

1 relation, and orientation of improved or unimproved real
2 property through direct measurement or from certifiable
3 measurement through accepted photogrammetric procedures.
4 (4)(a) "Practice of surveying and mapping" means,
5 among other things, any professional service or work, the
6 adequate performance of which involves the application of
7 special knowledge of the principles of mathematics, the
8 related physical and applied sciences, and the relevant
9 requirements of law for adequate evidence of the act of
10 measuring, locating, establishing, or reestablishing lines,
11 angles, elevations, natural and manmade features in the air,
12 on the surface and immediate subsurface of the earth, within
13 underground workings, and on the beds or surface of bodies of
14 water, for the purpose of determining, establishing,
15 describing, displaying, or interpreting the facts of size,
16 shape, topography, tidal datum planes, legal or geodetic
17 location or relocation, and orientation of improved or
18 unimproved real property and appurtenances thereto, including
19 acreage and condominiums.
20 (b) The practice of surveying and mapping also
21 includes, but is not limited to, photogrammetric control; the
22 monumentation and remonumentation of property boundaries and
23 subdivisions; the measurement of and preparation of plans
24 showing existing improvements after construction; the layout
25 of proposed improvements; the preparation of descriptions for
26 use in legal instruments of conveyance of real property and
27 property rights; the preparation of subdivision planning maps
28 and record plats, as provided for in chapter 177; the
29 determination of, but not the design of, grades and elevations
30 of roads and land in connection with subdivisions or divisions
31 of land; and the creation and perpetuation of alignments

Amendment No. ____ (for drafter's use only)

1 related to maps, record plats, field note records, reports,
2 property descriptions, and plans and drawings that represent
3 them.

4 (5) ~~The term~~ "Surveyor and mapper intern" includes ~~the~~
5 ~~term~~ "surveyor-mapper-in-training" and means a person who
6 complies with the requirements of this chapter ~~provided by ss.~~
7 ~~472.001-472.041~~ and who has passed an examination as provided
8 by rules adopted by the board.

9 (6) ~~The term~~ "Responsible charge" means direct control
10 and personal supervision of surveying and mapping work, but
11 does not include experience as a chainperson, rodperson,
12 instrumentperson, ordinary draftsperson, digitizer, scribe,
13 photo lab technician, ordinary stereo plotter operator, aerial
14 photo pilot, photo interpreter, and other positions of routine
15 work.

16 (7) ~~The term~~ "License" means the registration of
17 surveyors and mappers or the certification of businesses to
18 practice surveying and mapping in this state.

19 (8) "Photogrammetric mapper" means any person who
20 engages in the practice of surveying and mapping using aerial
21 or terrestrial photography or other sources of images.

22 (9) "Employee" means a person who receives
23 compensation from and is under the supervision and control of
24 an employer who regularly deducts the F.I.C.A. and withholding
25 tax and provides workers' compensation, all as prescribed by
26 law.

27 (10) "Subordinate" means an employee who performs work
28 under the direction, supervision, and responsible charge of a
29 person who is registered under this chapter.

30 (11) "Monument" means an artificial or natural object
31 that is permanent or semipermanent and used or presumed to

Amendment No. ____ (for drafter's use only)

1 occupy any real property corner, any point on a boundary line,
2 or any reference point or other point to be used for
3 horizontal or vertical control.

4 (12) "Legal entity" means a corporation, partnership,
5 association, or person practicing under a fictitious name who
6 is certified under s. 472.021.

7 Section 29. Subsection (1) of section 472.011, Florida
8 Statutes, is amended to read:

9 472.011 Fees.--

10 (1) The board, by rule, may establish fees to be paid
11 for applications, examination, reexamination, licensing and
12 renewal, inactive status application and reactivation of
13 inactive licenses, recordmaking and recordkeeping, and
14 applications for providers of continuing education. The board
15 may also establish by rule a delinquency fee. The board shall
16 establish fees that are adequate to ensure the continued
17 operation of the board. Fees shall be based on department
18 estimates of the revenue required to implement this chapter
19 ~~ss. 472.001-472.041~~ and the provisions of law with respect to
20 the regulation of surveyors and mappers.

21 Section 30. Subsection (4) of section 472.015, Florida
22 Statutes, is amended to read:

23 472.015 Licensure.--

24 (4) The department shall not issue a license by
25 endorsement to any applicant who is under investigation in
26 another state for any act that would constitute a violation of
27 this chapter ~~ss. 472.001-472.041~~ or chapter 455 until such
28 time as the investigation is complete and disciplinary
29 proceedings have been terminated.

30 Section 31. Subsection (1) of section 472.021, Florida
31 Statutes, is amended to read:

Amendment No. ____ (for drafter's use only)

1 472.021 Certification of partnerships and
2 corporations.--
3 (1) The practice of or the offer to practice surveying
4 and mapping by registrants through a corporation or
5 partnership offering surveying and mapping services to the
6 public, or by a corporation or partnership offering said
7 services to the public through registrants under this chapter
8 ~~ss. 472.001-472.041~~ as agents, employees, officers, or
9 partners, is permitted subject to the provisions of this
10 chapter ~~ss. 472.001-472.041~~, provided that one or more of the
11 principal officers of the corporation or one or more partners
12 of the partnership and all personnel of the corporation or
13 partnership who act in its behalf as surveyors and mappers in
14 this state are registered as provided by this chapter ~~ss.~~
15 ~~472.001-472.041~~, and, further, provided that the corporation
16 or partnership has been issued a certificate of authorization
17 by the board as provided in this section. All final drawings,
18 specifications, plans, reports, or other papers or documents
19 involving the practice of surveying and mapping which are
20 prepared or approved for the use of the corporation or
21 partnership or for delivery to any person or for public record
22 within the state must be dated and must bear the signature and
23 seal of the registrant who prepared or approved them. Nothing
24 in this section shall be construed to allow a corporation to
25 hold a certificate of registration to practice surveying and
26 mapping. No corporation or partnership shall be relieved of
27 responsibility for the conduct or acts of its agents,
28 employees, or officers by reason of its compliance with this
29 section, nor shall any individual practicing surveying and
30 mapping be relieved of responsibility for professional
31 services performed by reason of his or her employment or

Amendment No. ____ (for drafter's use only)

1 relationship with a corporation or partnership.

2 Section 32. Section 472.027, Florida Statutes, is
3 amended to read:

4 472.027 Minimum technical standards for surveying and
5 mapping.--The board shall adopt rules relating to the practice
6 of surveying and mapping which establish minimum technical
7 standards to ensure the achievement of no less than minimum
8 degrees of accuracy, completeness, and quality in order to
9 assure adequate and defensible real property boundary
10 locations and other pertinent information provided by
11 surveyors and mappers under the authority of this chapter ss.
12 ~~472.001-472.041.~~

13 Section 33. Section 472.029, Florida Statutes, is
14 amended to read:

15 472.029 Authorization ~~Surveyors and mappers authorized~~
16 ~~to enter lands of third parties; under certain~~
17 conditions.--Surveyors and mappers and their subordinates may
18 go on, over, and upon the lands of others when necessary to
19 make surveys and maps or to search for, uncover, locate, or
20 set monuments, and, in so doing, may carry with them their
21 agents and employees necessary for that purpose. Entry under
22 the right hereby granted does not constitute trespass, and
23 surveyors and mappers and their subordinates and duly
24 authorized agents or employees so entering are not liable to
25 arrest or to a civil action by reason of such entry as long as
26 the entering is in compliance with all federal, state, and
27 local regulations pertaining to premises security,
28 agricultural protections, and other health and safety
29 requirements. However, this section does not give authority
30 to registrants, subordinates, agents, or employees to destroy,
31 injure, damage, or otherwise move any physical improvements

Amendment No. ____ (for drafter's use only)

1 anything on lands of another without the written permission of
2 the landowner. No landowner shall be liable to any third party
3 for any civil or criminal act, or any damages, which result in
4 whole or in part through the negligent or intentional conduct
5 of any person regulated by this section. If written notice is
6 delivered to a landowner or the landowner's registered agent
7 three business days prior to entry on a parcel containing more
8 than 160 acres classified as agricultural land, the duty of
9 care owed to those regulated by this section shall be that due
10 to a licensee under this chapter; however, if no such notice
11 is given, the landowner's duty of care shall be that due to an
12 unforeseen trespasser.

13 Section 34. Subsection (5) of section 810.12, Florida
14 Statutes, is amended to read:

15 810.12 Unauthorized entry on land; prima facie
16 evidence of trespass.--

17 (5) However, this section shall not apply to any
18 official or employee of the state or a county, municipality,
19 or other governmental agency now authorized by law to enter
20 upon lands or to registered engineers, ~~and~~ surveyors and
21 mappers, and other persons authorized to enter lands pursuant
22 to ss. 471.027 and 472.029. The provisions of this section
23 shall not apply to the trimming or cutting of trees or timber
24 by municipal or private public utilities, or their employees,
25 contractors, or subcontractors, when such trimming is required
26 for the establishment or maintenance of the service furnished
27 by any such utility.

28 Section 35. Subsection (1) of section 472.031, Florida
29 Statutes, is amended to read:

30 472.031 Prohibitions; penalties.--

31 (1) No person shall:

Amendment No. ____ (for drafter's use only)

1 (a) Practice surveying and mapping unless such person
2 is registered under this chapter ~~pursuant to ss.~~
3 ~~472.001-472.041~~;

4 (b) Use the name or title "registered surveyor and
5 mapper" when such person has not registered under this chapter
6 ~~pursuant to ss. 472.001-472.041~~;

7 (c) Present as his or her own the registration of
8 another;

9 (d) Knowingly give false or forged evidence to the
10 board or a member thereof; or

11 (e) Use or attempt to use a registration that has been
12 suspended or revoked.

13 Section 36. Section 472.037, Florida Statutes, is
14 amended to read:

15 472.037 Application of chapter ~~ss. 472.001-472.041~~.--

16 (1) Nothing contained in this chapter ~~ss.~~
17 ~~472.001-472.041~~ shall be construed to repeal, amend, limit, or
18 otherwise affect any local building code or zoning law or
19 ordinance, now or hereafter enacted, which is more restrictive
20 with respect to the services of registered surveyors and
21 mappers than the provisions of this chapter ~~ss.~~
22 ~~472.001-472.041~~.

23 (2) In counties or municipalities that issue building
24 permits, such permits shall not be issued in any case where it
25 is apparent from the application for such building permit that
26 the provisions of this chapter ~~ss. 472.001-472.041~~ have been
27 violated. However, this shall not authorize the withholding of
28 building permits in any cases within the exempt classes set
29 forth in this chapter ~~ss. 472.001-472.041~~.

30 Section 37. Section 476.014, Florida Statutes, is
31 amended to read:

Amendment No. ____ (for drafter's use only)

1 476.014 Short title.--This chapter act may be cited as
2 the "Barbers' Act."

3 Section 38. Section 476.034, Florida Statutes, is
4 amended to read:

5 476.034 Definitions.--As used in this chapter act:

6 (1) "Barber" means a person who is licensed to engage
7 in the practice of barbering in this state under the authority
8 of this chapter.

9 (2) "Barbering" means any of the following practices
10 when done for remuneration and for the public, but not when
11 done for the treatment of disease or physical or mental
12 ailments: shaving, cutting, trimming, coloring, shampooing,
13 arranging, dressing, curling, or waving the hair or beard or
14 applying oils, creams, lotions, or other preparations to the
15 face, scalp, or neck, either by hand or by mechanical
16 appliances.

17 (3) "Barbershop" means any place of business wherein
18 the practice of barbering is carried on.

19 (4) "Board" means the ~~Barbers'~~Board of Barbering and
20 Cosmetology.

21 (5) "Department" means the Department of Business and
22 Professional Regulation.

23 Section 39. Section 476.054, Florida Statutes, is
24 amended to read:

25 476.054 ~~Barbers'~~Board of Barbering and Cosmetology--

26 (1) There is created within the department the
27 ~~Barbers'~~Board of Barbering and Cosmetology, consisting of
28 seven members who shall be appointed by the Governor, subject
29 to confirmation by the Senate.

30 (2) Two ~~Five~~ members of the board must ~~shall~~ be
31 licensed barbers who have practiced ~~the occupation of~~

Amendment No. ____ (for drafter's use only)

1 barbering in this state for at least 5 years. Three members
2 must be licensed cosmetologists who have practiced cosmetology
3 in this state for at least 5 years, and one member must be a
4 registered cosmetology specialist who has practiced his or her
5 specialty in this state for a least 5 years. The remaining
6 member must ~~two members of the board shall~~ be a resident
7 ~~citizens~~ of the state who is ~~are~~ not presently a licensed
8 barber or cosmetologist ~~barbers~~. No person may ~~shall~~ be
9 appointed to the board who is ~~in any way~~ connected with the
10 manufacture, rental, or wholesale distribution of barber or
11 cosmetology equipment and supplies.

12 (3) As the terms of the members expire, the Governor
13 shall appoint successors for terms of 4 years; and such
14 members shall serve until their successors are appointed and
15 qualified. The Governor may remove any member for cause.

16 (4) No person may ~~shall~~ be appointed to serve more
17 than two consecutive terms. Any vacancy shall be filled by
18 appointment by the Governor for the unexpired portion of the
19 term.

20 (5) Each board member shall receive \$50 per day, up to
21 a maximum of \$2,000 per year, for time spent on board
22 business, plus per diem and mileage allowances as provided in
23 s. 112.061 from the place of her or his residence to the place
24 of meeting and the return therefrom.

25 (6) Before beginning duties as a board member, each
26 appointee must take the constitutional oath of office and file
27 it with the Department of State, which shall issue to such
28 member a certificate of appointment.

29 (7) The board shall, each January, elect from among
30 its members a chair and a vice chair.

31 (8) The board shall hold such meetings during the year

Amendment No. ____ (for drafter's use only)

1 as necessary, one of which shall be the annual meeting. The
2 chair may call other meetings. A quorum shall consist of not
3 fewer than four members.

4 ~~(9)~~(6) Each board member shall be held accountable to
5 the Governor for the proper performance of all duties and
6 obligations of such board member's office. The Governor shall
7 cause to be investigated any complaints or unfavorable reports
8 received concerning the actions of the board or its individual
9 members and shall take appropriate action thereon, which may
10 include removal of any board member for malfeasance,
11 misfeasance, neglect of duty, commission of a felony,
12 drunkenness, incompetency, or permanent inability to perform
13 her or his official duties.

14 Section 40. Section 476.064, Florida Statutes, is
15 amended to read:

16 476.064 Organization; headquarters; personnel;
17 meetings.--

18 ~~(1) The board shall annually elect a chair and a vice~~
19 ~~chair from its number.~~The board shall maintain its
20 headquarters in Tallahassee.

21 (2) The department shall appoint or employ such
22 personnel as ~~may be~~ necessary to assist the board in
23 exercising the powers and performing the duties and
24 obligations set forth in this chapter act. Such personnel need
25 not be licensed barbers or cosmetologists and shall not be
26 members of the board. Such personnel shall be authorized to
27 do and perform such duties and work as may be assigned by the
28 board.

29 ~~(3) The board shall hold an annual meeting and such~~
30 ~~other meetings during the year as it may determine to be~~
31 ~~necessary. The chair of the board may call other meetings at~~

Amendment No. ____ (for drafter's use only)

1 ~~her or his discretion. A quorum of the board shall consist of~~
2 ~~not less than four members.~~

3 (3)~~(4)~~ The board has authority to adopt rules pursuant
4 to ss. 120.536(1) and 120.54 necessary to administer ~~implement~~
5 ~~the provisions of this chapter.~~

6 Section 41. Subsections (1) and (2) of section
7 476.074, Florida Statutes, are amended to read:

8 476.074 Legal, investigative, and inspection
9 services.--

10 (1) The department shall provide all legal services
11 needed to carry out the provisions of this chapter act.

12 (2) The department shall provide all investigative
13 services required by the board or the department in carrying
14 out the provisions of this chapter act.

15 Section 42. Subsection (2) of section 476.154, Florida
16 Statutes, is amended to read:

17 476.154 Biennial renewal of licenses.--

18 (2) Any license or certificate of registration issued
19 pursuant to this chapter act for a period less than the
20 established biennial issuance period may be issued for that
21 lesser period of time, and the department shall adjust the
22 required fee accordingly. The board shall adopt rules
23 providing for such partial period fee adjustments.

24 Section 43. Paragraphs (a) and (b) of subsection (1)
25 of section 476.194, Florida Statutes, are amended to read:

26 476.194 Prohibited acts.--

27 (1) It is unlawful for any person to:

28 (a) Engage in the practice of barbering without an
29 active license as a barber issued pursuant to the provisions
30 of this chapter act by the department.

31 (b) Engage in willful or repeated violations of this

Amendment No. ____ (for drafter's use only)

1 chapter act or of any of the rules adopted by the board.

2 Section 44. Subsections (1) and (3) of section
3 476.214, Florida Statutes, are amended to read:

4 476.214 Grounds for suspending, revoking, or refusing
5 to grant license or certificate.--

6 (1) The board shall have the power to revoke or
7 suspend any license, registration card, or certificate of
8 registration issued pursuant to this chapter act, or to
9 reprimand, censure, deny subsequent licensure of, or otherwise
10 discipline any holder of a license, registration card, or
11 certificate of registration issued pursuant to this chapter
12 act, for any of the following causes:

13 (a) Gross malpractice or gross incompetency in the
14 practice of barbering;

15 (b) Practice by a person knowingly having an
16 infectious or contagious disease; or

17 (c) Commission of any of the offenses described in s.
18 476.194.

19 (3) The board shall keep a record of its disciplinary
20 proceedings against holders of licenses or certificates of
21 registration issued pursuant to this chapter act.

22 Section 45. Section 476.234, Florida Statutes, is
23 amended to read:

24 476.234 Civil proceedings.--In addition to any other
25 remedy, the department may file a proceeding in the name of
26 the state seeking issuance of a restraining order, injunction,
27 or writ of mandamus against any person who is or has been
28 violating any of the provisions of this chapter act or the
29 lawful rules or orders of the board, commission, or
30 department.

31 Section 46. Subsection (1) of section 477.013, Florida

Amendment No. ____ (for drafter's use only)

1 Statutes, is amended to read:

2 477.013 Definitions.--As used in this chapter:

3 (1) "Board" means the Board of Barbering and
4 Cosmetology.

5 Section 47. Section 477.015, Florida Statutes, is
6 repealed.

7 Section 48. The Barbers' Board created pursuant to
8 section 476.054, Florida Statutes, and the Board of
9 Cosmetology created pursuant to section 477.015, Florida
10 Statutes, are abolished. All rules of the Barbers' Board and
11 the Board of Cosmetology in effect on the effective date of
12 this act shall remain in full force and shall become rules of
13 the Board of Barbering and Cosmetology.

14 Section 49. The Board of Barbering and Cosmetology is
15 created by this act by the amendment of section 476.054,
16 Florida Statutes, and the repeal of section 477.015, Florida
17 Statutes. Appointments to this board are new and shall be made
18 by the Governor, subject to confirmation by the Senate, for
19 initial terms of 4 years or less so that no more than two
20 terms expire in any one year. The board shall assume
21 responsibilities for the regulation of barbering pursuant to
22 chapter 476, Florida Statutes, and the regulation of
23 cosmetology pursuant to chapter 477, Florida Statutes, as
24 provided in those chapters.

25 Section 50. The Board of Barbering and Cosmetology
26 shall be replaced as the party of interest for any legal
27 actions naming the Barbers' Board or the Board of Cosmetology
28 as a party.

29 Section 51. Subsection (7) of section 477.019, Florida
30 Statutes, is amended to read:

31 477.019 Cosmetologists; qualifications; licensure;

Amendment No. ____ (for drafter's use only)

1 supervised practice; license renewal; endorsement; continuing
2 education.--

3 (7)(a) The board shall prescribe by rule continuing
4 education requirements intended to ensure protection of the
5 public through updated training of licensees and registered
6 specialists, not to exceed 16 hours biennially, as a condition
7 for renewal of a license or registration as a specialist under
8 this chapter. Continuing education courses shall include, but
9 not be limited to, the following subjects as they relate to
10 the practice of cosmetology: human immunodeficiency virus and
11 acquired immune deficiency syndrome; Occupational Safety and
12 Health Administration regulations; workers' compensation
13 issues; state and federal laws and rules as they pertain to
14 cosmetologists, cosmetology, salons, specialists, specialty
15 salons, and booth renters; chemical makeup as it pertains to
16 hair, skin, and nails; and environmental issues. ~~Courses given
17 at cosmetology conferences may be counted toward the number of
18 continuing education hours required if approved by the board.~~

19 (b) Any person whose occupation or practice is
20 confined solely to hair braiding, hair wrapping, or body
21 wrapping is exempt from the continuing education requirements
22 of this subsection.

23 (c) The board shall by rule establish criteria for the
24 approval of continuing education courses and providers.~~The
25 board may, by rule, require any licensee in violation of a
26 continuing education requirement to take a refresher course or
27 refresher course and examination in addition to any other
28 penalty. The number of hours for the refresher course may not
29 exceed 48 hours.~~

30 (d) The department shall approve all continuing
31 education courses and providers as set forth in this

Amendment No. ____ (for drafter's use only)

1 subsection. The board may not approve any course which does
2 not substantially and exclusively relate to the practice of
3 cosmetology and serve to ensure the protection of the public.
4 Courses given at cosmetology conferences may be counted toward
5 the number of continuing education hours required if approved
6 by the department.

7 (e) Correspondence courses may be approved if offered
8 by a provider approved by the board under paragraph (d) and
9 meet all relevant course criteria established by the board.
10 Correspondence courses must include a written post course
11 examination developed and graded by the course provider which
12 demonstrates the licensee's understanding of the subject
13 matter taught by the course. The board may, by rule, set the
14 minimum allowed passing score for such examinations.

15 Section 52. Subsection (1) of section 477.026, Florida
16 Statutes, is amended to read:

17 477.026 Fees; disposition.--

18 (1) The board shall set fees according to the
19 following schedule:

20 (a) For cosmetologists, fees for original licensing,
21 license renewal, and delinquent renewal shall not exceed \$25.

22 (b) For cosmetologists, fees for endorsement
23 application, examination, and reexamination shall not exceed
24 \$50.

25 (c) For cosmetology and specialty salons, fees for
26 license application, original licensing, license renewal, and
27 delinquent renewal shall not exceed \$50.

28 (d) For specialists, fees for application and
29 endorsement registration shall not exceed \$30.

30 (e) For specialists, fees for initial registration,
31 registration renewal, and delinquent renewal shall not exceed

Amendment No. ____ (for drafter's use only)

1 \$50.

2 (f) For hair braiders, hair wrappers, and body
3 wrappers, fees for initial registration, registration renewal,
4 and delinquent renewal shall not exceed \$25.

5 Section 53. Subsection (1) of section 481.209, Florida
6 Statutes, is amended to read:

7 481.209 Examinations.--

8 (1) A person desiring to be licensed as a registered
9 architect shall apply to the department to take the licensure
10 examination. The department shall administer the licensure
11 examination for architects to each applicant who the board
12 certifies:

13 (a) Has completed the application form and remitted a
14 nonrefundable application fee and an examination fee which is
15 refundable if the applicant is found to be ineligible to take
16 the examination;

17 (b)1. ~~Has successfully completed all architectural~~
18 ~~curriculum courses required by and~~ Is a graduate of a school
19 or college of architecture accredited by the National
20 Architectural Accreditation Board; or

21 2. Is a graduate of an approved architectural
22 curriculum, evidenced by a degree from an unaccredited school
23 or college of architecture approved by the board. The board
24 shall adopt rules providing for the review and approval of
25 unaccredited schools and colleges of architecture and courses
26 of architectural study based on a review and inspection by the
27 board of the curriculum of accredited schools and colleges of
28 architecture in the United States, ~~including those schools and~~
29 ~~colleges accredited by the National Architectural~~
30 ~~Accreditation Board; and~~

31 (c) Has completed, prior to examination, 1 year of the

Amendment No. ____ (for drafter's use only)

1 internship experience required by s. 481.211(1).
2 Section 54. Section 481.223, Florida Statutes, is
3 amended to read:
4 481.223 Prohibitions; penalties; injunctive relief.--
5 (1) A person may not knowingly:
6 (a) Practice architecture unless the person is an
7 architect or a registered architect;
8 (b) Practice interior design unless the person is a
9 registered interior designer unless otherwise exempted herein;
10 (c) Use the name or title "architect" or "registered
11 architect," or "interior designer" or "registered interior
12 designer," or words to that effect, when the person is not
13 then the holder of a valid license issued pursuant to this
14 part;
15 (d) Present as his or her own the license of another;
16 (e) Give false or forged evidence to the board or a
17 member thereof;
18 (f) Use or attempt to use an architect or interior
19 designer license that has been suspended, revoked, or placed
20 on inactive or delinquent status;
21 (g) Employ unlicensed persons to practice architecture
22 or interior design; or
23 (h) Conceal information relative to violations of this
24 part.
25 (2) Any person who violates any provision of
26 subsection (1)~~this section~~ commits a misdemeanor of the first
27 degree, punishable as provided in s. 775.082 or s. 775.083.
28 (3)(a) Notwithstanding chapter 455 or any other
29 provision of law to the contrary, an affected person may
30 maintain an action for injunctive relief to restrain or
31 prevent a person from violating paragraph (1)(a), paragraph

Amendment No. ____ (for drafter's use only)

1 (1)(b), or paragraph (1)(c). The prevailing party shall be
2 entitled to actual costs and attorney's fees.
3 (b) For purposes of this subsection, "affected person"
4 means a person directly affected by the actions of a person
5 suspected of violating paragraph (1)(a), paragraph (1)(b), or
6 paragraph (1)(c) and includes, but is not limited to, the
7 department, any person who received services from the alleged
8 violator, or any private association composed primarily of
9 members of the profession the alleged violator is practicing
10 or offering to practice or holding himself or herself out as
11 qualified to practice.

12 Section 55. Effective July 1, 2001, subsections (2)
13 and (4) of section 489.107, Florida Statutes, are amended to
14 read:

15 489.107 Construction Industry Licensing Board.--

16 (2) The board shall consist of 16 ~~18~~ members, of whom:

17 (a) Four are primarily engaged in business as general
18 contractors;

19 (b) Three are primarily engaged in business as
20 building contractors or residential contractors, however, at
21 least one building contractor and one residential contractor
22 shall be appointed;

23 (c) One is primarily engaged in business as a roofing
24 contractor;

25 (d) One is primarily engaged in business as a sheet
26 metal contractor;

27 (e) One is primarily engaged in business as an
28 air-conditioning contractor;

29 (f) One is primarily engaged in business as a
30 mechanical contractor;

31 (g) One is primarily engaged in business as a pool

Amendment No. ____ (for drafter's use only)

1 contractor;

2 (h) One is primarily engaged in business as a plumbing
3 contractor;

4 (i) One is primarily engaged in business as an
5 underground utility and excavation contractor;

6 (j) Notwithstanding the provisions of s. 20.165(6),
7 one is a ~~Two are~~ consumer member ~~members~~ who is ~~are~~ not, and
8 has ~~have~~ never been, a member ~~members~~ or practitioner
9 ~~practitioners~~ of a profession regulated by the board or a
10 member ~~members~~ of any closely related profession; and

11 (k) One is a ~~Two are~~ building official ~~officials~~ of a
12 municipality or county.

13 (l) On the date the reduction of the number of members
14 on the board made by this act becomes effective, the affected
15 appointments shall be those in the reduced membership class
16 whose terms next expire.

17 (4) The board shall be divided into two divisions,
18 Division I and Division II.

19 (a) Division I is comprised of the general contractor,
20 building contractor, and residential contractor members of the
21 board; ~~one of the members appointed pursuant to paragraph~~
22 ~~(2)(j) and one of the~~ member ~~members~~ appointed pursuant to
23 paragraph (2)(k). Division I has jurisdiction over the
24 regulation of general contractors, building contractors, and
25 residential contractors.

26 (b) Division II is comprised of the roofing
27 contractor, sheet metal contractor, air-conditioning
28 contractor, mechanical contractor, pool contractor, plumbing
29 contractor, and underground utility and excavation contractor
30 members of the board; and ~~one of the~~ member ~~members~~ appointed
31 pursuant to paragraph (2)(j); ~~and one of the members appointed~~

Amendment No. ____ (for drafter's use only)

1 ~~pursuant to paragraph (2)(k)~~. Division II has jurisdiction
2 over the regulation of contractors defined in s.
3 489.105(3)(d)-(p).

4 (c) Jurisdiction for the regulation of specialty
5 contractors defined in s. 489.105(3)(q) shall lie with the
6 division having jurisdiction over the scope of work of the
7 specialty contractor as defined by board rule.

8 Section 56. Section 489.1133, Florida Statutes, is
9 created to read:

10 489.1133 Temporary certificate or registration.--The
11 department may issue a temporary certificate or registration
12 to any applicant who has submitted a completed application and
13 who appears to meet all qualifications for certification or
14 registration, pending final approval of the application and
15 the granting of a permanent certificate or registration by the
16 board. If the board determines that the applicant does not
17 meet all of the requirements for certification or registration
18 under this part, the board shall, upon notifying the applicant
19 of his or her failure to qualify, revoke the applicant's
20 temporary certificate or registration.

21 Section 57. Paragraph (b) of subsection (4) of section
22 489.115, Florida Statutes, as amended by chapters 98-287 and
23 2000-141, Laws of Florida, is amended to read:

24 489.115 Certification and registration; endorsement;
25 reciprocity; renewals; continuing education.--

26 (4)

27 (b)1. Each certificateholder or registrant shall
28 provide proof, in a form established by rule of the board,
29 that the certificateholder or registrant has completed at
30 least 14 classroom hours of at least 50 minutes each of
31 continuing education courses during each biennium since the

Amendment No. ____ (for drafter's use only)

1 issuance or renewal of the certificate or registration. The
2 board shall establish by rule that a portion of the required
3 14 hours must deal with the subject of workers' compensation,
4 business practices, and workplace safety. The board shall by
5 rule establish criteria for the approval of continuing
6 education courses and providers, including requirements
7 relating to the content of courses and standards for approval
8 of providers, and may by rule establish criteria for accepting
9 alternative nonclassroom continuing education on an
10 hour-for-hour basis. The board shall prescribe by rule the
11 continuing education, if any, which is required during the
12 first biennium of initial licensure. A person who has been
13 licensed for less than an entire biennium must not be required
14 to complete the full 14 hours of continuing education.

15 2. In addition, the board may approve specialized
16 continuing education courses on compliance with the wind
17 resistance provisions for one and two family dwellings
18 contained in the Florida Building Code and any alternate
19 methodologies for providing such wind resistance which have
20 been approved for use by the Florida Building Commission.
21 Contractors defined in s. 489.105(3)(a)-(c) Division I
22 ~~certificateholders or registrants~~ who demonstrate proficiency
23 upon completion of such specialized courses may certify plans
24 and specifications for one and two family dwellings to be in
25 compliance with the code or alternate methodologies, as
26 appropriate, except for dwellings located in floodways or
27 coastal hazard areas as defined in ss. 60.3D and E of the
28 National Flood Insurance Program.

29 3. Each certificateholder or registrant shall provide
30 to the board proof of completion of the core curriculum
31 courses, or passing the equivalency test of the Building Code

Amendment No. ____ (for drafter's use only)

1 Training Program established under s. 553.841, specific to the
2 licensing category sought, within 2 years after commencement
3 of the program or of initial certification or registration,
4 whichever is later. Classroom hours spent taking core
5 curriculum courses shall count toward the number required for
6 renewal of certificates or registration. A certificateholder
7 or registrant who passes the equivalency test in lieu of
8 taking the core curriculum courses shall receive full credit
9 for core curriculum course hours.

10 4. The board shall require, by rule adopted pursuant
11 to ss. 120.536(1) and 120.54, a specified number of hours in
12 specialized or advanced module courses, approved by the
13 Florida Building Commission, on any portion of the Florida
14 Building Code, adopted pursuant to part VII of chapter 553,
15 relating to the contractor's respective discipline.

16 Section 58. Subsection (1) of section 489.118, Florida
17 Statutes, is amended to read:

18 489.118 Certification of registered contractors;
19 grandfathering provisions.--The board shall, upon receipt of a
20 completed application and appropriate fee, issue a certificate
21 in the appropriate category to any contractor registered under
22 this part who makes application to the board and can show that
23 he or she meets each of the following requirements:

24 (1) Currently holds a valid registered local license
25 in one of the contractor categories defined in s.
26 489.105(3)(a)-(p) or holds a valid registered local specialty
27 license which substantially corresponds to a type of specialty
28 contractor recognized for state certification pursuant to
29 board rule under s. 489.113(6).

30 Section 59. Subsection (1) of section 489.13, Florida
31 Statutes is amended to read:

Amendment No. ____ (for drafter's use only)

1 489.13 Unlicensed contracting; authority to issue or
2 receive a building permit.--

3 (1) Any person performing an activity requiring
4 licensure under this part as a construction contractor is
5 guilty of unlicensed contracting if he or she does not hold a
6 valid active certificate or registration authorizing him or
7 her to perform such activity, regardless of whether he or she
8 holds a local construction contractor license or local
9 certificate of competency, except where he or she holds a
10 valid local specialty license as defined in s. 489.105(3)(q).
11 Persons working outside the geographical scope of their
12 registration are guilty of unlicensed activity for purposes of
13 this part.

14 Section 60. Subsection (6) of section 489.507, Florida
15 Statutes, is repealed.

16 Section 61. The Electrical Contractors' Licensing
17 Board shall review its operations and its regular board
18 meeting lengths and locations and develop a plan to reduce its
19 annual operating budget by \$25,000, and shall submit the plan
20 to the Department of Business and Professional Regulation by
21 January 1, 2002.

22 Section 62. Subsection (6) of section 489.511, Florida
23 Statutes, is amended to read:

24 489.511 Certification; application; examinations;
25 endorsement.--

26 (6) The board shall certify as qualified for
27 certification by endorsement any individual who applies from a
28 state that has a mutual reciprocity endorsement agreement with
29 the board and ~~applying for certification who~~

30 ~~(a)~~ meets the requirements for certification ~~as set~~
31 ~~forth~~ in this section; has passed a national, regional, state,

Amendment No. ____ (for drafter's use only)

1 or United States territorial licensing examination that is
2 substantially equivalent to the examination required by this
3 part; and has satisfied the requirements set forth in s.
4 489.521. ~~or~~

5 ~~(b) Holds a valid license to practice electrical or~~
6 ~~alarm system contracting issued by another state or territory~~
7 ~~of the United States, if the criteria for issuance of such~~
8 ~~license was substantially equivalent to the certification~~
9 ~~criteria that existed in this state at the time the~~
10 ~~certificate was issued.~~

11 Section 63. Subsection (5) of section 498.005, Florida
12 Statutes, is amended to read:

13 498.005 Definitions.--As used in this chapter, unless
14 the context otherwise requires, the term:

15 (5) "Division" means the Division of Real Estate
16 ~~Florida Land Sales, Condominiums, and Mobile Homes~~ of the
17 Department of Business and Professional Regulation.

18 Section 64. Section 498.019, Florida Statutes, is
19 amended to read:

20 498.019 Professional Regulation ~~Division of Florida~~
21 ~~Land Sales, Condominiums, and Mobile Homes~~ Trust Fund.--

22 ~~(1) There is created within the State Treasury the~~
23 ~~Division of Florida Land Sales, Condominiums, and Mobile Homes~~
24 ~~Trust Fund to be used for the administration and operation of~~
25 ~~this chapter and chapters 718, 719, 721, and 723 by the~~
26 ~~division.~~

27 ~~(2) All moneys collected by the division from fees,~~
28 ~~finances, or penalties or from costs awarded to the division by a~~
29 ~~court shall be paid into the Professional Regulation ~~Division~~~~
30 ~~of Florida Land Sales, Condominiums, and Mobile Homes~~ Trust
31 ~~Fund to be used to administer and enforce this chapter and~~

Amendment No. ____ (for drafter's use only)

1 rules adopted thereunder. The department shall maintain a
2 separate account in the trust fund and shall administer the
3 account pursuant to s. 455.219. The Legislature shall
4 appropriate funds from this trust fund sufficient to carry out
5 the provisions of this chapter ~~and the provisions of law with~~
6 ~~respect to each category of business covered by this trust~~
7 ~~fund. The division shall maintain separate revenue accounts~~
8 ~~in the trust fund for each of the businesses regulated by the~~
9 ~~division. The division shall provide for the proportionate~~
10 ~~allocation among the accounts of expenses incurred by the~~
11 ~~division in the performance of its duties with respect to each~~
12 ~~of these businesses. As part of its normal budgetary process,~~
13 ~~the division shall prepare an annual report of revenue and~~
14 ~~allocated expenses related to the operation of each of these~~
15 ~~businesses which may be used to determine fees charged by the~~
16 ~~division. This subsection shall operate pursuant to the~~
17 ~~provisions of s. 215.20.~~

18 Section 65. Subsection (5) of section 498.049, Florida
19 Statutes, is amended to read:

20 498.049 Suspension; revocation; civil penalties.--

21 (5) Each person who materially participates in any
22 offer or disposition of any interest in subdivided lands in
23 violation of this chapter or relevant rules involving fraud,
24 deception, false pretenses, misrepresentation, or false
25 advertising or the disposition, concealment, or diversion of
26 any funds or assets of any person which adversely affects the
27 interests of a purchaser of any interest in subdivided lands,
28 and who directly or indirectly controls a subdivider or is a
29 general partner, officer, director, agent, or employee of a
30 subdivider shall also be liable under this subsection jointly
31 and severally with and to the same extent as the subdivider,

Amendment No. ____ (for drafter's use only)

1 unless that person did not know, and in the exercise of
2 reasonable care could not have known, of the existence of the
3 facts creating the alleged liability. Among these persons a
4 right of contribution shall exist, except that a creditor of a
5 subdivider shall not be jointly and severally liable unless
6 the creditor has assumed managerial or fiduciary
7 responsibility in a manner related to the basis for the
8 liability of the subdivider under this subsection. Civil
9 penalties shall be limited to \$10,000 for each offense, and
10 all amounts collected shall be deposited with the Treasurer to
11 the credit of the Professional Regulation ~~Division of Florida~~
12 ~~Land Sales, Condominiums, and Mobile Homes~~ Trust Fund. No
13 order requiring the payment of a civil penalty shall become
14 effective until 20 days after the date of the order, unless
15 otherwise agreed in writing by the person on whom the penalty
16 is imposed.

17 Section 66. Subsection (2) of section 190.009, Florida
18 Statutes, is amended to read:

19 190.009 Disclosure of public financing.--

20 (2) The Division of Real Estate ~~Florida Land Sales,~~
21 ~~Condominiums, and Mobile Homes~~ of the Department of Business
22 and Professional Regulation shall ensure that disclosures made
23 by developers pursuant to chapter 498 meet the requirements of
24 subsection (1).

25 Section 67. The regulation of land sales pursuant to
26 chapter 498, Florida Statutes, shall remain under the
27 Department of Business and Professional Regulation but is
28 reassigned from the Division of Florida Land Sales,
29 Condominiums, and Mobile Homes to the Division of Real Estate.
30 All funds collected by the department pursuant to this
31 regulation and all funds in the account created within the

Amendment No. ____ (for drafter's use only)

1 Florida Land Sales, Condominiums, and Mobile Homes Trust Fund
2 for the purpose of this regulation shall be deposited in an
3 account created within the Professional Regulation Trust Fund
4 for this same purpose.

5 Section 68. Subsection (17) of section 718.103,
6 Florida Statutes, is amended to read:

7 718.103 Definitions.--As used in this chapter, the
8 term:

9 (17) "Division" means the Division of ~~Florida Land~~
10 ~~Sales, Condominiums, Timeshare,~~ and Mobile Homes of the
11 Department of Business and Professional Regulation.

12 Section 69. Paragraph (c) of subsection (4) of section
13 718.105, Florida Statutes, is amended to read:

14 718.105 Recording of declaration.--
15 (4)

16 (c) If the sum of money held by the clerk has not been
17 paid to the developer or association as provided in paragraph
18 (b) by 3 years after the date the declaration was originally
19 recorded, the clerk in his or her discretion may notify, in
20 writing, the registered agent of the association that the sum
21 is still available and the purpose for which it was deposited.
22 If the association does not record the certificate within 90
23 days after the clerk has given the notice, the clerk may
24 disburse the money to the developer. If the developer cannot
25 be located, the clerk shall disburse the money to the division
26 of ~~Florida Land Sales, Condominiums, and Mobile Homes~~ for
27 deposit in the Division of ~~Florida Land Sales, Condominiums,~~
28 Timeshare, and Mobile Homes Trust Fund.

29 Section 70. Paragraph (f) of subsection (2) of section
30 718.112, Florida Statutes, is amended to read:

31 718.112 Bylaws.--

Amendment No. ____ (for drafter's use only)

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

4 (f) Annual budget.--

5 1. The proposed annual budget of common expenses shall
6 be detailed and shall show the amounts budgeted by accounts
7 and expense classifications, including, if applicable, but not
8 limited to, those expenses listed in s. 718.504(21). A
9 multicondominium association shall adopt a separate budget of
10 common expenses for each condominium the association operates
11 and shall adopt a separate budget of common expenses for the
12 association. In addition, if the association maintains limited
13 common elements with the cost to be shared only by those
14 entitled to use the limited common elements as provided for in
15 s. 718.113(1), the budget or a schedule attached thereto shall
16 show amounts budgeted therefor. If, after turnover of control
17 of the association to the unit owners, any of the expenses
18 listed in s. 718.504(21) are not applicable, they need not be
19 listed.

20 2. In addition to annual operating expenses, the
21 budget may ~~shall~~ include reserve accounts for capital
22 expenditures and deferred maintenance. These accounts shall
23 include, but are not limited to, roof replacement, building
24 painting, and pavement resurfacing, regardless of the amount
25 of deferred maintenance expense or replacement cost, and for
26 any other item for which the deferred maintenance expense or
27 replacement cost exceeds \$10,000. The amount to be reserved
28 shall be computed by means of a formula which is based upon
29 estimated remaining useful life and estimated replacement cost
30 or deferred maintenance expense of each reserve item. The
31 association may adjust replacement reserve assessments

Amendment No. ____ (for drafter's use only)

1 annually to take into account any changes in estimates or
2 extension of the useful life of a reserve item caused by
3 deferred maintenance. This subsection applies ~~does not apply~~
4 to an adopted budget in which the members of an association
5 have determined, by a majority vote at a duly called meeting
6 of the association, to provide the no reserves as described in
7 ~~or less reserves than required by~~ this subsection. However,
8 prior to turnover of control of an association by a developer
9 to unit owners other than a developer pursuant to s. 718.301,
10 the developer may vote to waive the reserves or reduce the
11 funding of reserves for the first 2 fiscal years of the
12 association's operation, beginning with the fiscal year in
13 which the initial declaration is recorded, after which time
14 reserves may be required ~~waived or reduced~~ only upon the vote
15 of a majority of all nondeveloper voting interests voting in
16 person or by limited proxy at a duly called meeting of the
17 association. ~~If a meeting of the unit owners has been called~~
18 ~~to determine whether to waive or reduce the funding of~~
19 ~~reserves, and no such result is achieved or a quorum is not~~
20 ~~attained, the reserves as included in the budget shall go into~~
21 ~~effect.~~After the turnover, the developer may vote its voting
22 interest to provide for ~~waive or reduce~~ the funding of
23 reserves.

24 3. Reserve funds and any interest accruing thereon
25 shall remain in the reserve account or accounts, and shall be
26 used only for authorized reserve expenditures unless their use
27 for other purposes is approved in advance by a majority vote
28 at a duly called meeting of the association. Prior to turnover
29 of control of an association by a developer to unit owners
30 other than the developer pursuant to s. 718.301, the
31 developer-controlled association shall not vote to use

Amendment No. ____ (for drafter's use only)

1 reserves for purposes other than that for which they were
2 intended without the approval of a majority of all
3 nondeveloper voting interests, voting in person or by limited
4 proxy at a duly called meeting of the association.

5 4. In a multicondominium association, the only voting
6 interests which are eligible to vote on questions that involve
7 waiving or reducing the funding of reserves, or using existing
8 reserve funds for purposes other than purposes for which the
9 reserves were intended, are the voting interests of the units
10 subject to assessment to fund the reserves in question.

11 Section 71. Section 718.1255, Florida Statutes, is
12 amended to read:

13 718.1255 Alternative dispute resolution; ~~voluntary~~
14 ~~mediation;~~ mandatory nonbinding arbitration and mediation;
15 local resolution; exemptions; legislative findings.--

16 (1) APPLICABILITY DEFINITIONS.--

17 (a) The provisions of subsection (3) apply to ~~As used~~
18 ~~in this section, the term "dispute" means any disagreement~~
19 ~~between two or more parties that involves+~~

20 ~~(a) The authority of the board of directors, under~~
21 ~~this chapter or association document to+~~

22 1. ~~Require any owner to take any action, or not to~~
23 ~~take any action, involving that owner's unit or the~~
24 ~~appurtenances thereto.~~

25 2. ~~Alter or add to a common area or element.~~

26 ~~(b) the failure of a governing body, when required by~~
27 ~~this chapter or an association document, to+~~

28 1. ~~properly conduct elections~~ or to recall a board
29 member.

30 (b) The provisions of paragraph (3)(f)-(n) apply to
31 any disagreement between two or more parties that involves:

Amendment No. ____ (for drafter's use only)

1 1. The authority of the board of directors, under this
2 chapter or an association document, to:

3 a. Require any owner to take any action, or not to
4 take any action, involving that owner's unit or the
5 appurtenances thereto; or

6 b. Alter or add to a common area or element.

7 2. The failure of a governing body, when required by
8 this chapter or an association document, to:

9 a.2. Give adequate notice of meetings or other
10 actions; or

11 b.3. Properly conduct meetings; or

12 c.4. Allow inspection of books and records.

13
14 ~~"Dispute" does not include any disagreement that primarily~~
15 ~~involves: title to any unit or common element; the~~
16 ~~interpretation or enforcement of any warranty; the levy of a~~
17 ~~fee or assessment, or the collection of an assessment levied~~
18 ~~against a party; the eviction or other removal of a tenant~~
19 ~~from a unit; alleged breaches of fiduciary duty by one or more~~
20 ~~directors; or claims for damages to a unit based upon the~~
21 ~~alleged failure of the association to maintain the common~~
22 ~~elements or condominium property.~~

23 ~~(2) VOLUNTARY MEDIATION.--Voluntary mediation through~~
24 ~~Citizen Dispute Settlement Centers as provided for in s.~~
25 ~~44.201 is encouraged.~~

26 (2)(3) LEGISLATIVE FINDINGS.--

27 (a) The Legislature finds that unit owners are
28 frequently at a disadvantage when litigating against an
29 association. Specifically, a condominium association, with its
30 statutory assessment authority, is often more able to bear the
31 costs and expenses of litigation than the unit owner who must

Amendment No. ____ (for drafter's use only)

1 rely on his or her own financial resources to satisfy the
2 costs of litigation against the association.

3 (b) The Legislature finds that the courts are becoming
4 overcrowded with condominium and other disputes, and further
5 finds that alternative dispute resolution has been making
6 progress in reducing court dockets and trials and in offering
7 a more efficient, cost-effective option to court litigation.
8 However, the Legislature also finds that alternative dispute
9 resolution should not be used as a mechanism to encourage the
10 filing of frivolous or nuisance suits.

11 (c) There exists a need to develop a flexible means of
12 alternative dispute resolution that directs disputes to the
13 most efficient means of resolution.

14 (d) The high cost and significant delay of circuit
15 court litigation faced by unit owners in the state can be
16 alleviated by requiring nonbinding arbitration and mediation
17 in appropriate cases, thereby reducing delay and attorney's
18 fees while preserving the right of either party to have its
19 case heard by a jury, if applicable, in a court of law.

20 (3)(4) MANDATORY NONBINDING ARBITRATION AND MEDIATION
21 OF DISPUTES.--~~The division of Florida Land Sales,~~
22 ~~Condominiums, and Mobile Homes of the Department of Business~~
23 ~~and Professional Regulation shall provide employ full-time~~
24 ~~attorneys to act as arbitrators to conduct the arbitration~~
25 ~~hearings as required provided by this chapter. The department~~
26 ~~may employ attorneys to act as arbitrators, and the division~~
27 may also certify attorneys who are not employed by the
28 division to act as arbitrators to conduct the arbitration
29 hearings provided by this chapter section. No person may be
30 employed by the department as an a full-time arbitrator unless
31 he or she is a member in good standing of The Florida Bar. The

Amendment No. ____ (for drafter's use only)

1 department shall promulgate rules of procedure to govern such
2 arbitration hearings including mediation incident thereto.
3 The decision of an arbitrator shall be final; however, such a
4 decision shall not be deemed final agency action. Nothing in
5 this provision shall be construed to foreclose parties from
6 proceeding in a trial de novo unless the parties have agreed
7 that the arbitration is binding. If such judicial proceedings
8 are initiated, the final decision of the arbitrator shall be
9 admissible in evidence in the trial de novo.

10 (a) Prior to the institution of court litigation, a
11 party to a dispute shall petition the division for nonbinding
12 arbitration. The petition must be accompanied by a filing fee
13 in the amount of \$50. Filing fees collected under this
14 section must be used to defray the expenses of the alternative
15 dispute resolution program.

16 (b) The petition must recite, and have attached
17 thereto, supporting proof that the petitioner gave the
18 respondents:

19 1. Advance written notice of the specific nature of
20 the dispute;

21 2. A demand for relief, and a reasonable opportunity
22 to comply or to provide the relief; and

23 3. Notice of the intention to file an arbitration
24 petition or other legal action in the absence of a resolution
25 of the dispute.

26
27 Failure to include the allegations or proof of compliance with
28 these prerequisites requires dismissal of the petition without
29 prejudice.

30 (c) Upon receipt, the petition shall be promptly
31 reviewed by the division to determine the existence of a

Amendment No. ____ (for drafter's use only)

1 dispute and compliance with the requirements of paragraphs (a)
2 and (b). If emergency relief is required and is not available
3 through arbitration, a motion to stay the arbitration may be
4 filed. The motion must be accompanied by a verified petition
5 alleging facts that, if proven, would support entry of a
6 temporary injunction, and if an appropriate motion and
7 supporting papers are filed, the division may abate the
8 arbitration pending a court hearing and disposition of a
9 motion for temporary injunction.

10 (d) Upon determination by the division that a dispute
11 exists and that the petition substantially meets the
12 requirements of paragraphs (a) and (b) and any other
13 applicable rules, a copy of the petition shall forthwith be
14 served by the division upon all respondents.

15 (e) Either before or after the filing of the
16 respondents' answer to the petition, any party may request
17 that the arbitrator refer the case to mediation under this
18 section and any rules adopted by the division. Upon receipt
19 of a request for mediation, the division shall promptly
20 contact the parties to determine if there is agreement that
21 mediation would be appropriate. If all parties agree, the
22 dispute must be referred to mediation. Notwithstanding a lack
23 of an agreement by all parties, the arbitrator may refer a
24 dispute to mediation at any time.

25 (f) The arbitrator or the division may refer the
26 parties to a Citizens Dispute Settlement Center under s.
27 44.201 in the county in which the dispute arose ~~Upon referral~~
28 ~~of a case to mediation, or the parties may agree on~~ must
29 ~~select~~ a mutually acceptable mediator. To assist in the
30 selection, the arbitrator shall provide the parties with a
31 list of both volunteer and paid mediators that have been

Amendment No. ____ (for drafter's use only)

1 certified by the division under s. 718.501. If the parties
2 are unable to agree on a mediator within the time allowed by
3 the arbitrator or the division, the arbitrator or the division
4 shall appoint a mediator from the list of certified mediators.
5 If a case is referred to mediation, the parties shall attend a
6 mediation conference, as scheduled by the parties and the
7 mediator. If any party fails to attend a duly noticed
8 mediation conference, without the permission or approval of
9 the arbitrator or mediator, the arbitrator or the division may
10 ~~must~~ impose sanctions against the party, including the
11 striking of any pleadings filed, the entry of an order of
12 dismissal or default if appropriate, and the award of costs
13 and attorneys' fees incurred by the other parties. Unless
14 otherwise agreed to by the parties or as provided by order of
15 the arbitrator, a party is deemed to have appeared at a
16 mediation conference by the physical presence of the party or
17 its representative having full authority to settle without
18 further consultation, provided that an association may comply
19 by having one or more representatives present with full
20 authority to negotiate a settlement and recommend that the
21 board of administration ratify and approve such a settlement
22 within 5 days from the date of the mediation conference. The
23 mediator or Citizens Dispute Settlement Center may charge fees
24 for handling these cases.The parties shall share equally the
25 expense of mediation, unless they agree otherwise.

26 (g) The purpose of mediation as provided for by this
27 section is to present the parties with an opportunity to
28 resolve the underlying dispute ~~in good faith, and~~ with a
29 minimum expenditure of time and resources.

30 (h) Mediation proceedings must generally be conducted
31 in accordance with the Florida Rules of Civil Procedure, and

Amendment No. ____ (for drafter's use only)

1 these proceedings are privileged and confidential to the same
2 extent as court-ordered mediation. Persons who are not parties
3 to the dispute are not allowed to attend the mediation
4 conference without the consent of all parties, with the
5 exception of counsel for the parties and corporate
6 representatives designated to appear for a party. If the case
7 was referred to mediation by an arbitrator and the mediator
8 declares an impasse after a mediation conference ends in an
9 impasse has been held, the arbitration proceeding terminates,
10 unless all parties agree in writing to continue the
11 arbitration proceeding, in which case the arbitrator's
12 decision shall be either binding or nonbinding, as agreed upon
13 by the parties; in the arbitration proceeding, the arbitrator
14 shall not consider any evidence relating to the unsuccessful
15 mediation except in a proceeding to impose sanctions for
16 failure to appear at the mediation conference. If the parties
17 do not agree to continue arbitration, the arbitrator shall
18 enter an order of dismissal, and either party may institute a
19 suit in a court of competent jurisdiction. If the case was
20 referred to mediation by the division and ends in an impasse,
21 either party may institute a suit in a court of competent
22 jurisdiction.The parties may seek to recover any costs and
23 attorneys' fees incurred in connection with arbitration and
24 mediation proceedings under this section as part of the costs
25 and fees that may be recovered by the prevailing party in any
26 subsequent litigation.

27 (i) Arbitration shall be conducted according to rules
28 promulgated by the division. The filing of a petition for
29 arbitration shall toll the applicable statute of limitations.

30 (j) At the request of any party to the arbitration,
31 such arbitrator shall issue subpoenas for the attendance of

Amendment No. ____ (for drafter's use only)

1 witnesses and the production of books, records, documents, and
2 other evidence and any party on whose behalf a subpoena is
3 issued may apply to the court for orders compelling such
4 attendance and production. Subpoenas shall be served and shall
5 be enforceable in the manner provided by the Florida Rules of
6 Civil Procedure. Discovery may, in the discretion of the
7 arbitrator, be permitted in the manner provided by the Florida
8 Rules of Civil Procedure. Rules adopted by the division may
9 authorize any reasonable sanctions except contempt for a
10 violation of the arbitration procedural rules of the division
11 or for the failure of a party to comply with a reasonable
12 nonfinal order issued by an arbitrator which is not under
13 judicial review.

14 (k) The arbitration decision shall be presented to the
15 parties in writing. An arbitration decision is final in those
16 disputes in which the parties have agreed to be bound. An
17 arbitration decision is also final if a complaint for a trial
18 de novo is not filed in a court of competent jurisdiction in
19 which the condominium is located within 30 days. The right to
20 file for a trial de novo entitles the parties to file a
21 complaint in the appropriate trial court for a judicial
22 resolution of the dispute. The prevailing party in an
23 arbitration proceeding shall be awarded the costs of the
24 arbitration and reasonable attorney's fees in an amount
25 determined by the arbitrator. Such an award shall include the
26 costs and reasonable attorney's fees incurred in the
27 arbitration proceeding as well as the costs and reasonable
28 attorney's fees incurred in preparing for and attending any
29 scheduled mediation.

30 (l) The party who files a complaint for a trial de
31 novo shall be assessed the other party's arbitration costs,

Amendment No. ____ (for drafter's use only)

1 court costs, and other reasonable costs, including attorney's
2 fees, investigation expenses, and expenses for expert or other
3 testimony or evidence incurred after the arbitration hearing
4 if the judgment upon the trial de novo is not more favorable
5 than the arbitration decision. If the judgment is more
6 favorable, the party who filed a complaint for trial de novo
7 shall be awarded reasonable court costs and attorney's fees.

8 (m) Any party to an arbitration proceeding may enforce
9 an arbitration award by filing a petition in a court of
10 competent jurisdiction in which the condominium is located. A
11 petition may not be granted unless the time for appeal by the
12 filing of a complaint for trial de novo has expired. If a
13 complaint for a trial de novo has been filed, a petition may
14 not be granted with respect to an arbitration award that has
15 been stayed. If the petition for enforcement is granted, the
16 petitioner shall recover reasonable attorney's fees and costs
17 incurred in enforcing the arbitration award. A mediation
18 settlement may also be enforced through the county or circuit
19 court, as applicable, by the filing of a court case.~~and~~ Any
20 costs and fees incurred in the enforcement of a settlement
21 agreement reached at mediation must be awarded to the
22 prevailing party in any enforcement action.

23 (n) In the resolution of these cases on the local
24 level, past precedent of prior division arbitration decisions
25 shall be considered and followed where appropriate.

26 (4) EXEMPTIONS.--A dispute is not subject to
27 resolution under this section if it includes any disagreement
28 that primarily involves:

- 29 (a) Title to any unit or common element;
- 30 (b) The interpretation or enforcement of any warranty;
- 31 (c) The levy of a fee or assessment or the collection

Amendment No. ____ (for drafter's use only)

1 of an assessment levied against a party;

2 (d) The eviction or other removal of a tenant from a
3 unit;

4 (e) Alleged breaches of fiduciary duty by one or more
5 directors; or

6 (f) Claims for damages to a unit based upon the
7 alleged failure of the association to maintain the common
8 elements or condominium property.

9 (5) DISPUTES INVOLVING ELECTION IRREGULARITIES.--Every
10 arbitration petition received by the division and required to
11 be filed under this section challenging the legality of the
12 election of any director of the board of administration shall
13 be handled on an expedited basis in the manner provided by
14 division rules for recall arbitration disputes.

15 Section 72. The Division of Condominiums, Timeshare,
16 and Mobile Homes of the Department of Business and
17 Professional Regulation shall continue the arbitration of any
18 cases which qualified for arbitration on the date the case was
19 filed with the division and which were filed with the division
20 prior to the date on which this act becomes law.

21 Section 73. There is appropriated 1 FTE and \$440,626
22 from the Division of Condominiums, Timeshare, and Mobile Homes
23 Trust Fund to the Department of Business and Professional
24 Regulation for the purpose of investigating and resolving
25 disputes and dealing with compliance issues relating to
26 condominiums and cooperatives. This appropriation shall not
27 take effect if a similar amount of funding is included in the
28 various appropriations for compliance and enforcement in the
29 Florida Condominiums, Timeshare, and Mobile Homes program in
30 the fiscal year 2001-2002 General Appropriations Act.

31 Section 74. Section 718.501, Florida Statutes, is

Amendment No. ____ (for drafter's use only)

1 amended to read:

2 718.501 Powers and duties of Division of ~~Florida Land~~
3 ~~Sales, Condominiums, Timeshare,~~ and Mobile Homes.--

4 (1) The Division of ~~Florida Land Sales, Condominiums,~~
5 ~~Timeshare,~~ and Mobile Homes of the Department of Business and
6 Professional Regulation, referred to as the "division" in this
7 part, in addition to other powers and duties prescribed by
8 chapter 498, has the power to enforce and ensure compliance
9 with the provisions of this chapter and rules adopted
10 ~~promulgated~~ pursuant hereto relating to the development,
11 construction, sale, lease, ownership, operation, and
12 management of residential condominium units. In performing its
13 duties, the division has the following powers and duties:

14 (a) The division may make necessary public or private
15 investigations within or outside this state to determine
16 whether any person has violated this chapter or any rule or
17 order hereunder, to aid in the enforcement of this chapter, or
18 to aid in the adoption of rules or forms hereunder.

19 (b) The division may require or permit any person to
20 file a statement in writing, under oath or otherwise, as the
21 division determines, as to the facts and circumstances
22 concerning a matter to be investigated.

23 (c) For the purpose of any investigation under this
24 chapter, the division director or any officer or employee
25 designated by the division director may administer oaths or
26 affirmations, subpoena witnesses and compel their attendance,
27 take evidence, and require the production of any matter which
28 is relevant to the investigation, including the existence,
29 description, nature, custody, condition, and location of any
30 books, documents, or other tangible things and the identity
31 and location of persons having knowledge of relevant facts or

Amendment No. ____ (for drafter's use only)

1 any other matter reasonably calculated to lead to the
2 discovery of material evidence. Upon the failure by a person
3 to obey a subpoena or to answer questions propounded by the
4 investigating officer and upon reasonable notice to all
5 persons affected thereby, the division may apply to the
6 circuit court for an order compelling compliance.

7 (d) Notwithstanding any remedies available to unit
8 owners and associations, if the division has reasonable cause
9 to believe that a violation of any provision of this chapter
10 or rule promulgated pursuant hereto has occurred, the division
11 may institute enforcement proceedings in its own name against
12 any developer, association, officer, or member of the board of
13 administration, or its assignees or agents, as follows:

14 1. The division may permit a person whose conduct or
15 actions may be under investigation to waive formal proceedings
16 and enter into a consent proceeding whereby orders, rules, or
17 letters of censure or warning, whether formal or informal, may
18 be entered against the person.

19 2. The division may issue an order requiring the
20 developer, association, officer, or member of the board of
21 administration, or its assignees or agents, to cease and
22 desist from the unlawful practice and take such affirmative
23 action as in the judgment of the division will carry out the
24 purposes of this chapter. Such affirmative action may include,
25 but is not limited to, an order requiring a developer to pay
26 moneys determined to be owed to a condominium association.

27 3. The division may bring an action in circuit court
28 on behalf of a class of unit owners, lessees, or purchasers
29 for declaratory relief, injunctive relief, or restitution.

30 4. The division may impose a civil penalty against a
31 developer or association, or its assignee or agent, for any

Amendment No. ____ (for drafter's use only)

1 violation of this chapter or a rule promulgated pursuant
2 hereto. The division may impose a civil penalty individually
3 against any officer or board member who willfully and
4 knowingly violates a provision of this chapter, a rule adopted
5 pursuant hereto, or a final order of the division. The term
6 "willfully and knowingly" means that the division informed the
7 officer or board member that his or her action or intended
8 action violates this chapter, a rule adopted under this
9 chapter, or a final order of the division and that the officer
10 or board member refused to comply with the requirements of
11 this chapter, a rule adopted under this chapter, or a final
12 order of the division. The division, prior to initiating
13 formal agency action under chapter 120, shall afford the
14 officer or board member an opportunity to voluntarily comply
15 with this chapter, a rule adopted under this chapter, or a
16 final order of the division. An officer or board member who
17 complies within 10 days is not subject to a civil penalty. A
18 penalty may be imposed on the basis of each day of continuing
19 violation, but in no event shall the penalty for any offense
20 exceed \$5,000. By January 1, 1998, the division shall adopt,
21 by rule, penalty guidelines applicable to possible violations
22 or to categories of violations of this chapter or rules
23 adopted by the division. The guidelines must specify a
24 meaningful range of civil penalties for each such violation of
25 the statute and rules and must be based upon the harm caused
26 by the violation, the repetition of the violation, and upon
27 such other factors deemed relevant by the division. For
28 example, the division may consider whether the violations were
29 committed by a developer or owner-controlled association, the
30 size of the association, and other factors. The guidelines
31 must designate the possible mitigating or aggravating

Amendment No. ____ (for drafter's use only)

1 circumstances that justify a departure from the range of
2 penalties provided by the rules. It is the legislative intent
3 that minor violations be distinguished from those which
4 endanger the health, safety, or welfare of the condominium
5 residents or other persons and that such guidelines provide
6 reasonable and meaningful notice to the public of likely
7 penalties that may be imposed for proscribed conduct. This
8 subsection does not limit the ability of the division to
9 informally dispose of administrative actions or complaints by
10 stipulation, agreed settlement, or consent order. All amounts
11 collected shall be deposited with the Treasurer to the credit
12 of the Division of ~~Florida Land Sales~~, Condominiums,
13 Timeshare, and Mobile Homes Trust Fund. If a developer fails
14 to pay the civil penalty, the division shall thereupon issue
15 an order directing that such developer cease and desist from
16 further operation until such time as the civil penalty is paid
17 or may pursue enforcement of the penalty in a court of
18 competent jurisdiction. If an association fails to pay the
19 civil penalty, the division shall thereupon pursue enforcement
20 in a court of competent jurisdiction, and the order imposing
21 the civil penalty or the cease and desist order will not
22 become effective until 20 days after the date of such order.
23 Any action commenced by the division shall be brought in the
24 county in which the division has its executive offices or in
25 the county where the violation occurred.

26 (e) The division is authorized to prepare and
27 disseminate a prospectus and other information to assist
28 prospective owners, purchasers, lessees, and developers of
29 residential condominiums in assessing the rights, privileges,
30 and duties pertaining thereto.

31 (f) The division has authority to adopt rules pursuant

Amendment No. ____ (for drafter's use only)

1 to ss. 120.536(1) and 120.54 to implement and enforce the
2 provisions of this chapter.

3 (g) The division shall establish procedures for
4 providing notice to an association when the division is
5 considering the issuance of a declaratory statement with
6 respect to the declaration of condominium or any related
7 document governing in such condominium community.

8 (h) The division shall furnish each association which
9 pays the fees required by paragraph (2)(a) a copy of this act,
10 subsequent changes to this act on an annual basis, an amended
11 version of this act as it becomes available from the Secretary
12 of State's office on a biennial basis, and the rules
13 promulgated pursuant thereto on an annual basis.

14 (i) The division shall annually provide each
15 association with a summary of declaratory statements and
16 formal legal opinions relating to the operations of
17 condominiums which were rendered by the division during the
18 previous year.

19 (j) The division shall provide training programs for
20 condominium association board members and unit owners.

21 (k) The division shall maintain a toll-free telephone
22 number accessible to condominium unit owners.

23 (l) The division shall develop a program to certify
24 both volunteer and paid mediators to provide mediation of
25 condominium disputes. The division shall provide, upon
26 request, a list of such mediators to any association, unit
27 owner, or other participant in arbitration proceedings under
28 s. 718.1255 requesting a copy of the list. The division shall
29 include on the list of volunteer mediators only the names of
30 persons who have received at least 20 hours of training in
31 mediation techniques or who have mediated at least 20

Amendment No. ____ (for drafter's use only)

1 disputes. In order to become initially certified by the
2 division, paid mediators must be certified by the Supreme
3 Court to mediate court cases in either county or circuit
4 courts. However, the division may adopt, by rule, additional
5 factors for the certification of paid mediators, which factors
6 must be related to experience, education, or background. Any
7 person initially certified as a paid mediator by the division
8 must, in order to continue to be certified, comply with the
9 factors or requirements imposed by rules adopted by the
10 division.

11 (m) When a complaint is made, the division shall
12 conduct its inquiry with due regard to the interests of the
13 affected parties. Within 30 days after receipt of a complaint,
14 the division shall acknowledge the complaint in writing and
15 notify the complainant whether the complaint is within the
16 jurisdiction of the division and whether additional
17 information is needed by the division from the complainant.
18 The division shall conduct its investigation and shall, within
19 90 days after receipt of the original complaint or of timely
20 requested additional information, take action upon the
21 complaint. However, the failure to complete the investigation
22 within 90 days does not prevent the division from continuing
23 the investigation, accepting or considering evidence obtained
24 or received after 90 days, or taking administrative action if
25 reasonable cause exists to believe that a violation of this
26 chapter or a rule of the division has occurred. If an
27 investigation is not completed within the time limits
28 established in this paragraph, the division shall, on a
29 monthly basis, notify the complainant in writing of the status
30 of the investigation. When reporting its action to the
31 complainant, the division shall inform the complainant of any

Amendment No. ____ (for drafter's use only)

1 right to a hearing pursuant to ss. 120.569 and 120.57.

2 (2)(a) Effective January 1, 1992, each condominium
3 association which operates more than two units shall pay to
4 the division an annual fee in the amount of \$4 for each
5 residential unit in condominiums operated by the association.
6 If the fee is not paid by March 1, then the association shall
7 be assessed a penalty of 10 percent of the amount due, and the
8 association will not have standing to maintain or defend any
9 action in the courts of this state until the amount due, plus
10 any penalty, is paid.

11 (b) All fees shall be deposited in the Division of
12 ~~Florida Land Sales, Condominiums, Timeshare, and Mobile Homes~~
13 Trust Fund as provided by law.

14 Section 75. Paragraph (a) of subsection (2) of section
15 718.502, Florida Statutes, is amended to read:

16 718.502 Filing prior to sale or lease.--

17 (2)(a) Prior to filing as required by subsection (1),
18 and prior to acquiring an ownership, leasehold, or contractual
19 interest in the land upon which the condominium is to be
20 developed, a developer shall not offer a contract for purchase
21 of a unit or lease of a unit for more than 5 years. However,
22 the developer may accept deposits for reservations upon the
23 approval of a fully executed escrow agreement and reservation
24 agreement form properly filed with the division of ~~Florida~~
25 ~~Land Sales, Condominiums, and Mobile Homes~~. Each filing of a
26 proposed reservation program shall be accompanied by a filing
27 fee of \$250. Reservations shall not be taken on a proposed
28 condominium unless the developer has an ownership, leasehold,
29 or contractual interest in the land upon which the condominium
30 is to be developed. The division shall notify the developer
31 within 20 days of receipt of the reservation filing of any

Amendment No. ____ (for drafter's use only)

1 deficiencies contained therein. Such notification shall not
2 preclude the determination of reservation filing deficiencies
3 at a later date, nor shall it relieve the developer of any
4 responsibility under the law. The escrow agreement and the
5 reservation agreement form shall include a statement of the
6 right of the prospective purchaser to an immediate unqualified
7 refund of the reservation deposit moneys upon written request
8 to the escrow agent by the prospective purchaser or the
9 developer.

10 Section 76. Section 718.504, Florida Statutes, is
11 amended to read:

12 718.504 Prospectus or offering circular.--Every
13 developer of a residential condominium which contains more
14 than 20 residential units, or which is part of a group of
15 residential condominiums which will be served by property to
16 be used in common by unit owners of more than 20 residential
17 units, shall prepare a prospectus or offering circular and
18 file it with the division of ~~Florida Land Sales, Condominiums,~~
19 ~~and Mobile Homes~~ prior to entering into an enforceable
20 contract of purchase and sale of any unit or lease of a unit
21 for more than 5 years and shall furnish a copy of the
22 prospectus or offering circular to each buyer. In addition to
23 the prospectus or offering circular, each buyer shall be
24 furnished a separate page entitled "Frequently Asked Questions
25 and Answers," which shall be in accordance with a format
26 approved by the division and a copy of the financial
27 information required by s. 718.111. This page shall, in
28 readable language, inform prospective purchasers regarding
29 their voting rights and unit use restrictions, including
30 restrictions on the leasing of a unit; shall indicate whether
31 and in what amount the unit owners or the association is

Amendment No. ____ (for drafter's use only)

1 obligated to pay rent or land use fees for recreational or
2 other commonly used facilities; shall contain a statement
3 identifying that amount of assessment which, pursuant to the
4 budget, would be levied upon each unit type, exclusive of any
5 special assessments, and which shall further identify the
6 basis upon which assessments are levied, whether monthly,
7 quarterly, or otherwise; shall state and identify any court
8 cases in which the association is currently a party of record
9 in which the association may face liability in excess of
10 \$100,000; and which shall further state whether membership in
11 a recreational facilities association is mandatory, and if so,
12 shall identify the fees currently charged per unit type. The
13 division shall by rule require such other disclosure as in its
14 judgment will assist prospective purchasers. The prospectus or
15 offering circular may include more than one condominium,
16 although not all such units are being offered for sale as of
17 the date of the prospectus or offering circular. The
18 prospectus or offering circular must contain the following
19 information:

20 (1) The front cover or the first page must contain
21 only:

22 (a) The name of the condominium.

23 (b) The following statements in conspicuous type:

24 1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS
25 IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM
26 UNIT.

27 2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN
28 NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL
29 REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND
30 SALES MATERIALS.

31 3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS

Amendment No. ____ (for drafter's use only)

1 CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER
2 TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR
3 CORRECT REPRESENTATIONS.

4 (2) Summary: The next page must contain all
5 statements required to be in conspicuous type in the
6 prospectus or offering circular.

7 (3) A separate index of the contents and exhibits of
8 the prospectus.

9 (4) Beginning on the first page of the text (not
10 including the summary and index), a description of the
11 condominium, including, but not limited to, the following
12 information:

13 (a) Its name and location.

14 (b) A description of the condominium property,
15 including, without limitation:

16 1. The number of buildings, the number of units in
17 each building, the number of bathrooms and bedrooms in each
18 unit, and the total number of units, if the condominium is not
19 a phase condominium, or the maximum number of buildings that
20 may be contained within the condominium, the minimum and
21 maximum numbers of units in each building, the minimum and
22 maximum numbers of bathrooms and bedrooms that may be
23 contained in each unit, and the maximum number of units that
24 may be contained within the condominium, if the condominium is
25 a phase condominium.

26 2. The page in the condominium documents where a copy
27 of the plot plan and survey of the condominium is located.

28 3. The estimated latest date of completion of
29 constructing, finishing, and equipping. In lieu of a date,
30 the description shall include a statement that the estimated
31 date of completion of the condominium is in the purchase

Amendment No. ____ (for drafter's use only)

1 agreement and a reference to the article or paragraph
2 containing that information.

3 (c) The maximum number of units that will use
4 facilities in common with the condominium. If the maximum
5 number of units will vary, a description of the basis for
6 variation and the minimum amount of dollars per unit to be
7 spent for additional recreational facilities or enlargement of
8 such facilities. If the addition or enlargement of facilities
9 will result in a material increase of a unit owner's
10 maintenance expense or rental expense, if any, the maximum
11 increase and limitations thereon shall be stated.

12 (5)(a) A statement in conspicuous type describing
13 whether the condominium is created and being sold as fee
14 simple interests or as leasehold interests. If the condominium
15 is created or being sold on a leasehold, the location of the
16 lease in the disclosure materials shall be stated.

17 (b) If timeshare estates are or may be created with
18 respect to any unit in the condominium, a statement in
19 conspicuous type stating that timeshare estates are created
20 and being sold in units in the condominium.

21 (6) A description of the recreational and other
22 commonly used facilities that will be used only by unit owners
23 of the condominium, including, but not limited to, the
24 following:

25 (a) Each room and its intended purposes, location,
26 approximate floor area, and capacity in numbers of people.

27 (b) Each swimming pool, as to its general location,
28 approximate size and depths, approximate deck size and
29 capacity, and whether heated.

30 (c) Additional facilities, as to the number of each
31 facility, its approximate location, approximate size, and

Amendment No. ____ (for drafter's use only)

1 approximate capacity.

2 (d) A general description of the items of personal
3 property and the approximate number of each item of personal
4 property that the developer is committing to furnish for each
5 room or other facility or, in the alternative, a
6 representation as to the minimum amount of expenditure that
7 will be made to purchase the personal property for the
8 facility.

9 (e) The estimated date when each room or other
10 facility will be available for use by the unit owners.

11 (f)1. An identification of each room or other facility
12 to be used by unit owners that will not be owned by the unit
13 owners or the association;

14 2. A reference to the location in the disclosure
15 materials of the lease or other agreements providing for the
16 use of those facilities; and

17 3. A description of the terms of the lease or other
18 agreements, including the length of the term; the rent
19 payable, directly or indirectly, by each unit owner, and the
20 total rent payable to the lessor, stated in monthly and annual
21 amounts for the entire term of the lease; and a description of
22 any option to purchase the property leased under any such
23 lease, including the time the option may be exercised, the
24 purchase price or how it is to be determined, the manner of
25 payment, and whether the option may be exercised for a unit
26 owner's share or only as to the entire leased property.

27 (g) A statement as to whether the developer may
28 provide additional facilities not described above; their
29 general locations and types; improvements or changes that may
30 be made; the approximate dollar amount to be expended; and the
31 maximum additional common expense or cost to the individual

Amendment No. ____ (for drafter's use only)

1 unit owners that may be charged during the first annual period
2 of operation of the modified or added facilities.

3
4 Descriptions as to locations, areas, capacities, numbers,
5 volumes, or sizes may be stated as approximations or minimums.

6 (7) A description of the recreational and other
7 facilities that will be used in common with other
8 condominiums, community associations, or planned developments
9 which require the payment of the maintenance and expenses of
10 such facilities, either directly or indirectly, by the unit
11 owners. The description shall include, but not be limited to,
12 the following:

13 (a) Each building and facility committed to be built.

14 (b) Facilities not committed to be built except under
15 certain conditions, and a statement of those conditions or
16 contingencies.

17 (c) As to each facility committed to be built, or
18 which will be committed to be built upon the happening of one
19 of the conditions in paragraph (b), a statement of whether it
20 will be owned by the unit owners having the use thereof or by
21 an association or other entity which will be controlled by
22 them, or others, and the location in the exhibits of the lease
23 or other document providing for use of those facilities.

24 (d) The year in which each facility will be available
25 for use by the unit owners or, in the alternative, the maximum
26 number of unit owners in the project at the time each of all
27 of the facilities is committed to be completed.

28 (e) A general description of the items of personal
29 property, and the approximate number of each item of personal
30 property, that the developer is committing to furnish for each
31 room or other facility or, in the alternative, a

Amendment No. ____ (for drafter's use only)

1 representation as to the minimum amount of expenditure that
2 will be made to purchase the personal property for the
3 facility.

4 (f) If there are leases, a description thereof,
5 including the length of the term, the rent payable, and a
6 description of any option to purchase.

7
8 Descriptions shall include location, areas, capacities,
9 numbers, volumes, or sizes and may be stated as approximations
10 or minimums.

11 (8) Recreation lease or associated club membership:

12 (a) If any recreational facilities or other facilities
13 offered by the developer and available to, or to be used by,
14 unit owners are to be leased or have club membership
15 associated, the following statement in conspicuous type shall
16 be included: THERE IS A RECREATIONAL FACILITIES LEASE
17 ASSOCIATED WITH THIS CONDOMINIUM; or, THERE IS A CLUB
18 MEMBERSHIP ASSOCIATED WITH THIS CONDOMINIUM. There shall be a
19 reference to the location in the disclosure materials where
20 the recreation lease or club membership is described in
21 detail.

22 (b) If it is mandatory that unit owners pay a fee,
23 rent, dues, or other charges under a recreational facilities
24 lease or club membership for the use of facilities, there
25 shall be in conspicuous type the applicable statement:

26 1. MEMBERSHIP IN THE RECREATIONAL FACILITIES CLUB IS
27 MANDATORY FOR UNIT OWNERS; or

28 2. UNIT OWNERS ARE REQUIRED, AS A CONDITION OF
29 OWNERSHIP, TO BE LESSEES UNDER THE RECREATIONAL FACILITIES
30 LEASE; or

31 3. UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE

Amendment No. ____ (for drafter's use only)

1 COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP,
2 REPLACEMENT, RENT, AND FEES UNDER THE RECREATIONAL FACILITIES
3 LEASE (OR THE OTHER INSTRUMENTS PROVIDING THE FACILITIES); or
4 4. A similar statement of the nature of the
5 organization or the manner in which the use rights are
6 created, and that unit owners are required to pay.
7
8 Immediately following the applicable statement, the location
9 in the disclosure materials where the development is described
10 in detail shall be stated.

11 (c) If the developer, or any other person other than
12 the unit owners and other persons having use rights in the
13 facilities, reserves, or is entitled to receive, any rent,
14 fee, or other payment for the use of the facilities, then
15 there shall be the following statement in conspicuous type:
16 THE UNIT OWNERS OR THE ASSOCIATION(S) MUST PAY RENT OR LAND
17 USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES.
18 Immediately following this statement, the location in the
19 disclosure materials where the rent or land use fees are
20 described in detail shall be stated.

21 (d) If, in any recreation format, whether leasehold,
22 club, or other, any person other than the association has the
23 right to a lien on the units to secure the payment of
24 assessments, rent, or other exactions, there shall appear a
25 statement in conspicuous type in substantially the following
26 form:

27 1. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO
28 SECURE THE PAYMENT OF RENT AND OTHER EXACTIONS UNDER THE
29 RECREATION LEASE. THE UNIT OWNER'S FAILURE TO MAKE THESE
30 PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN; or

31 2. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO

Amendment No. ____ (for drafter's use only)

1 SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING
2 DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE
3 RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S
4 FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF
5 THE LIEN.

6
7 Immediately following the applicable statement, the location
8 in the disclosure materials where the lien or lien right is
9 described in detail shall be stated.

10 (9) If the developer or any other person has the right
11 to increase or add to the recreational facilities at any time
12 after the establishment of the condominium whose unit owners
13 have use rights therein, without the consent of the unit
14 owners or associations being required, there shall appear a
15 statement in conspicuous type in substantially the following
16 form: RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED
17 WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION(S).

18 Immediately following this statement, the location in the
19 disclosure materials where such reserved rights are described
20 shall be stated.

21 (10) A statement of whether the developer's plan
22 includes a program of leasing units rather than selling them,
23 or leasing units and selling them subject to such leases. If
24 so, there shall be a description of the plan, including the
25 number and identification of the units and the provisions and
26 term of the proposed leases, and a statement in boldfaced type
27 that: THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

28 (11) The arrangements for management of the
29 association and maintenance and operation of the condominium
30 property and of other property that will serve the unit owners
31 of the condominium property, and a description of the

Amendment No. ____ (for drafter's use only)

1 management contract and all other contracts for these purposes
2 having a term in excess of 1 year, including the following:
3 (a) The names of contracting parties.
4 (b) The term of the contract.
5 (c) The nature of the services included.
6 (d) The compensation, stated on a monthly and annual
7 basis, and provisions for increases in the compensation.
8 (e) A reference to the volumes and pages of the
9 condominium documents and of the exhibits containing copies of
10 such contracts.

11
12 Copies of all described contracts shall be attached as
13 exhibits. If there is a contract for the management of the
14 condominium property, then a statement in conspicuous type in
15 substantially the following form shall appear, identifying the
16 proposed or existing contract manager: THERE IS (IS TO BE) A
17 CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH
18 (NAME OF THE CONTRACT MANAGER). Immediately following this
19 statement, the location in the disclosure materials of the
20 contract for management of the condominium property shall be
21 stated.

22 (12) If the developer or any other person or persons
23 other than the unit owners has the right to retain control of
24 the board of administration of the association for a period of
25 time which can exceed 1 year after the closing of the sale of
26 a majority of the units in that condominium to persons other
27 than successors or alternate developers, then a statement in
28 conspicuous type in substantially the following form shall be
29 included: THE DEVELOPER (OR OTHER PERSON) HAS THE RIGHT TO
30 RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE
31 UNITS HAVE BEEN SOLD. Immediately following this statement,

Amendment No. ____ (for drafter's use only)

1 the location in the disclosure materials where this right to
2 control is described in detail shall be stated.

3 (13) If there are any restrictions upon the sale,
4 transfer, conveyance, or leasing of a unit, then a statement
5 in conspicuous type in substantially the following form shall
6 be included: THE SALE, LEASE, OR TRANSFER OF UNITS IS
7 RESTRICTED OR CONTROLLED. Immediately following this
8 statement, the location in the disclosure materials where the
9 restriction, limitation, or control on the sale, lease, or
10 transfer of units is described in detail shall be stated.

11 (14) If the condominium is part of a phase project,
12 the following information shall be stated:

13 (a) A statement in conspicuous type in substantially
14 the following form: THIS IS A PHASE CONDOMINIUM. ADDITIONAL
15 LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM. Immediately
16 following this statement, the location in the disclosure
17 materials where the phasing is described shall be stated.

18 (b) A summary of the provisions of the declaration
19 which provide for the phasing.

20 (c) A statement as to whether or not residential
21 buildings and units which are added to the condominium may be
22 substantially different from the residential buildings and
23 units originally in the condominium. If the added residential
24 buildings and units may be substantially different, there
25 shall be a general description of the extent to which such
26 added residential buildings and units may differ, and a
27 statement in conspicuous type in substantially the following
28 form shall be included: BUILDINGS AND UNITS WHICH ARE ADDED TO
29 THE CONDOMINIUM MAY BE SUBSTANTIALLY DIFFERENT FROM THE OTHER
30 BUILDINGS AND UNITS IN THE CONDOMINIUM. Immediately following
31 this statement, the location in the disclosure materials where

Amendment No. ____ (for drafter's use only)

1 the extent to which added residential buildings and units may
2 substantially differ is described shall be stated.

3 (d) A statement of the maximum number of buildings
4 containing units, the maximum and minimum numbers of units in
5 each building, the maximum number of units, and the minimum
6 and maximum square footage of the units that may be contained
7 within each parcel of land which may be added to the
8 condominium.

9 (15) If the condominium is or may become part of a
10 multicondominium, the following information must be provided:

11 (a) A statement in conspicuous type in substantially
12 the following form: THIS CONDOMINIUM IS (MAY BE) PART OF A
13 MULTICONDOMINIUM DEVELOPMENT IN WHICH OTHER CONDOMINIUMS WILL
14 (MAY) BE OPERATED BY THE SAME ASSOCIATION. Immediately
15 following this statement, the location in the prospectus or
16 offering circular and its exhibits where the multicondominium
17 aspects of the offering are described must be stated.

18 (b) A summary of the provisions in the declaration,
19 articles of incorporation, and bylaws which establish and
20 provide for the operation of the multicondominium, including a
21 statement as to whether unit owners in the condominium will
22 have the right to use recreational or other facilities located
23 or planned to be located in other condominiums operated by the
24 same association, and the manner of sharing the common
25 expenses related to such facilities.

26 (c) A statement of the minimum and maximum number of
27 condominiums, and the minimum and maximum number of units in
28 each of those condominiums, which will or may be operated by
29 the association, and the latest date by which the exact number
30 will be finally determined.

31 (d) A statement as to whether any of the condominiums

Amendment No. ____ (for drafter's use only)

1 in the multicondominium may include units intended to be used
2 for nonresidential purposes and the purpose or purposes
3 permitted for such use.

4 (e) A general description of the location and
5 approximate acreage of any land on which any additional
6 condominiums to be operated by the association may be located.

7 (16) If the condominium is created by conversion of
8 existing improvements, the following information shall be
9 stated:

10 (a) The information required by s. 718.616.

11 (b) A caveat that there are no express warranties
12 unless they are stated in writing by the developer.

13 (17) A summary of the restrictions, if any, to be
14 imposed on units concerning the use of any of the condominium
15 property, including statements as to whether there are
16 restrictions upon children and pets, and reference to the
17 volumes and pages of the condominium documents where such
18 restrictions are found, or if such restrictions are contained
19 elsewhere, then a copy of the documents containing the
20 restrictions shall be attached as an exhibit.

21 (18) If there is any land that is offered by the
22 developer for use by the unit owners and that is neither owned
23 by them nor leased to them, the association, or any entity
24 controlled by unit owners and other persons having the use
25 rights to such land, a statement shall be made as to how such
26 land will serve the condominium. If any part of such land
27 will serve the condominium, the statement shall describe the
28 land and the nature and term of service, and the declaration
29 or other instrument creating such servitude shall be included
30 as an exhibit.

31 (19) The manner in which utility and other services,

Amendment No. ____ (for drafter's use only)

1 including, but not limited to, sewage and waste disposal,
2 water supply, and storm drainage, will be provided and the
3 person or entity furnishing them.

4 (20) An explanation of the manner in which the
5 apportionment of common expenses and ownership of the common
6 elements has been determined.

7 (21) An estimated operating budget for the condominium
8 and the association, and a schedule of the unit owner's
9 expenses shall be attached as an exhibit and shall contain the
10 following information:

11 (a) The estimated monthly and annual expenses of the
12 condominium and the association that are collected from unit
13 owners by assessments.

14 (b) The estimated monthly and annual expenses of each
15 unit owner for a unit, other than common expenses paid by all
16 unit owners, payable by the unit owner to persons or entities
17 other than the association, as well as to the association,
18 including fees assessed pursuant to s. 718.113(1) for
19 maintenance of limited common elements where such costs are
20 shared only by those entitled to use the limited common
21 element, and the total estimated monthly and annual expense.
22 There may be excluded from this estimate expenses which are
23 not provided for or contemplated by the condominium documents,
24 including, but not limited to, the costs of private telephone;
25 maintenance of the interior of condominium units, which is not
26 the obligation of the association; maid or janitorial services
27 privately contracted for by the unit owners; utility bills
28 billed directly to each unit owner for utility services to his
29 or her unit; insurance premiums other than those incurred for
30 policies obtained by the condominium; and similar personal
31 expenses of the unit owner. A unit owner's estimated payments

Amendment No. ____ (for drafter's use only)

1 for assessments shall also be stated in the estimated amounts
2 for the times when they will be due.

3 (c) The estimated items of expenses of the condominium
4 and the association, except as excluded under paragraph (b),
5 including, but not limited to, the following items, which
6 shall be stated either as an association expense collectible
7 by assessments or as unit owners' expenses payable to persons
8 other than the association:

9 1. Expenses for the association and condominium:

10 a. Administration of the association.

11 b. Management fees.

12 c. Maintenance.

13 d. Rent for recreational and other commonly used
14 facilities.

15 e. Taxes upon association property.

16 f. Taxes upon leased areas.

17 g. Insurance.

18 h. Security provisions.

19 i. Other expenses.

20 j. Operating capital.

21 k. Reserves.

22 l. Fees payable to the division.

23 2. Expenses for a unit owner:

24 a. Rent for the unit, if subject to a lease.

25 b. Rent payable by the unit owner directly to the
26 lessor or agent under any recreational lease or lease for the
27 use of commonly used facilities, which use and payment is a
28 mandatory condition of ownership and is not included in the
29 common expense or assessments for common maintenance paid by
30 the unit owners to the association.

31 (d) The estimated amounts shall be stated for a period

Amendment No. ____ (for drafter's use only)

1 of at least 12 months and may distinguish between the period
2 prior to the time unit owners other than the developer elect a
3 majority of the board of administration and the period after
4 that date.

5 (22) A schedule of estimated closing expenses to be
6 paid by a buyer or lessee of a unit and a statement of whether
7 title opinion or title insurance policy is available to the
8 buyer and, if so, at whose expense.

9 (23) The identity of the developer and the chief
10 operating officer or principal directing the creation and sale
11 of the condominium and a statement of its and his or her
12 experience in this field.

13 (24) Copies of the following, to the extent they are
14 applicable, shall be included as exhibits:

15 (a) The declaration of condominium, or the proposed
16 declaration if the declaration has not been recorded.

17 (b) The articles of incorporation creating the
18 association.

19 (c) The bylaws of the association.

20 (d) The ground lease or other underlying lease of the
21 condominium.

22 (e) The management agreement and all maintenance and
23 other contracts for management of the association and
24 operation of the condominium and facilities used by the unit
25 owners having a service term in excess of 1 year.

26 (f) The estimated operating budget for the condominium
27 and the required schedule of unit owners' expenses.

28 (g) A copy of the floor plan of the unit and the plot
29 plan showing the location of the residential buildings and the
30 recreation and other common areas.

31 (h) The lease of recreational and other facilities

Amendment No. ____ (for drafter's use only)

1 that will be used only by unit owners of the subject
2 condominium.

3 (i) The lease of facilities used by owners and others.

4 (j) The form of unit lease, if the offer is of a
5 leasehold.

6 (k) A declaration of servitude of properties serving
7 the condominium but not owned by unit owners or leased to them
8 or the association.

9 (l) The statement of condition of the existing
10 building or buildings, if the offering is of units in an
11 operation being converted to condominium ownership.

12 (m) The statement of inspection for termite damage and
13 treatment of the existing improvements, if the condominium is
14 a conversion.

15 (n) The form of agreement for sale or lease of units.

16 (o) A copy of the agreement for escrow of payments
17 made to the developer prior to closing.

18 (p) A copy of the documents containing any
19 restrictions on use of the property required by subsection
20 (16).

21 (25) Any prospectus or offering circular complying,
22 prior to the effective date of this act, with the provisions
23 of former ss. 711.69 and 711.802 may continue to be used
24 without amendment or may be amended to comply with the
25 provisions of this chapter.

26 (26) A brief narrative description of the location and
27 effect of all existing and intended easements located or to be
28 located on the condominium property other than those described
29 in the declaration.

30 (27) If the developer is required by state or local
31 authorities to obtain acceptance or approval of any dock or

Amendment No. ____ (for drafter's use only)

1 marina facilities intended to serve the condominium, a copy of
2 any such acceptance or approval acquired by the time of filing
3 with the division under s. 718.502(1) or a statement that such
4 acceptance or approval has not been acquired or received.

5 (28) Evidence demonstrating that the developer has an
6 ownership, leasehold, or contractual interest in the land upon
7 which the condominium is to be developed.

8 Section 77. Section 718.508, Florida Statutes, is
9 amended to read:

10 718.508 Regulation by Division of Hotels and
11 Restaurants.--In addition to the authority, regulation, or
12 control exercised by the Division of ~~Florida Land Sales,~~
13 Condominiums, Timeshare, and Mobile Homes pursuant to this act
14 with respect to condominiums, buildings included in a
15 condominium property shall be subject to the authority,
16 regulation, or control of the Division of Hotels and
17 Restaurants of the Department of Business and Professional
18 Regulation, to the extent provided for in chapter 399.

19 Section 78. Section 718.509, Florida Statutes, is
20 amended to read:

21 718.509 Division of ~~Florida Land Sales,~~ Condominiums,
22 Timeshare, and Mobile Homes Trust Fund.--

23 (1) There is created within the State Treasury the
24 Division of Condominiums, Timeshare, and Mobile Homes Trust
25 Fund, to be used for the administration and operation of this
26 chapter and chapters 719, 721, and 723 by the division.

27 (2) All funds collected by the division and any amount
28 paid for a fee or penalty under this chapter shall be
29 deposited in the State Treasury to the credit of the Division
30 of ~~Florida Land Sales,~~ Condominiums, Timeshare, and Mobile
31 Homes Trust Fund created by s. 718.509 ~~498.019~~. The division

Amendment No. ____ (for drafter's use only)

1 shall maintain separate revenue accounts in the trust fund for
2 each business regulated by the division, and shall provide for
3 the proportionate allocation among the accounts of expenses
4 incurred in the performance of its duties for each of these
5 businesses. As part of its normal budgetary process, the
6 division shall prepare an annual report of revenue and
7 allocated expenses related to the operation of each of these
8 businesses, which may be used to determine fees charged by the
9 division. The provisions of s. 215.20 apply to the trust fund.

10 Section 79. Paragraph (a) of subsection (2) of section
11 718.608, Florida Statutes, is amended to read:

12 718.608 Notice of intended conversion; time of
13 delivery; content.--

14 (2)(a) Each notice of intended conversion shall be
15 dated and in writing. The notice shall contain the following
16 statement, with the phrases of the following statement which
17 appear in upper case printed in conspicuous type:

18
19 These apartments are being converted to condominium by
20 ...(name of developer)..., the developer.

21 1. YOU MAY REMAIN AS A RESIDENT UNTIL THE EXPIRATION
22 OF YOUR RENTAL AGREEMENT. FURTHER, YOU MAY EXTEND YOUR RENTAL
23 AGREEMENT AS FOLLOWS:

24 a. If you have continuously been a resident of these
25 apartments during the last 180 days and your rental agreement
26 expires during the next 270 days, you may extend your rental
27 agreement for up to 270 days after the date of this notice.

28 b. If you have not been a continuous resident of these
29 apartments for the last 180 days and your rental agreement
30 expires during the next 180 days, you may extend your rental
31 agreement for up to 180 days after the date of this notice.

Amendment No. ____ (for drafter's use only)

1 c. IN ORDER FOR YOU TO EXTEND YOUR RENTAL AGREEMENT,
2 YOU MUST GIVE THE DEVELOPER WRITTEN NOTICE WITHIN 45 DAYS
3 AFTER THE DATE OF THIS NOTICE.

4 2. IF YOUR RENTAL AGREEMENT EXPIRES IN THE NEXT 45
5 DAYS, you may extend your rental agreement for up to 45 days
6 after the date of this notice while you decide whether to
7 extend your rental agreement as explained above. To do so,
8 you must notify the developer in writing. You will then have
9 the full 45 days to decide whether to extend your rental
10 agreement as explained above.

11 3. During the extension of your rental agreement you
12 will be charged the same rent that you are now paying.

13 4. YOU MAY CANCEL YOUR RENTAL AGREEMENT AND ANY
14 EXTENSION OF THE RENTAL AGREEMENT AS FOLLOWS:

15 a. If your rental agreement began or was extended or
16 renewed after May 1, 1980, and your rental agreement,
17 including extensions and renewals, has an unexpired term of
18 180 days or less, you may cancel your rental agreement upon 30
19 days' written notice and move. Also, upon 30 days' written
20 notice, you may cancel any extension of the rental agreement.

21 b. If your rental agreement was not begun or was not
22 extended or renewed after May 1, 1980, you may not cancel the
23 rental agreement without the consent of the developer. If
24 your rental agreement, including extensions and renewals, has
25 an unexpired term of 180 days or less, you may, however, upon
26 30 days' written notice cancel any extension of the rental
27 agreement.

28 5. All notices must be given in writing and sent by
29 mail, return receipt requested, or delivered in person to the
30 developer at this address: ...(name and address of
31 developer)....

Amendment No. ____ (for drafter's use only)

1 6. If you have continuously been a resident of these
2 apartments during the last 180 days:

3 a. You have the right to purchase your apartment and
4 will have 45 days to decide whether to purchase. If you do
5 not buy the unit at that price and the unit is later offered
6 at a lower price, you will have the opportunity to buy the
7 unit at the lower price. However, in all events your right to
8 purchase the unit ends when the rental agreement or any
9 extension of the rental agreement ends or when you waive this
10 right in writing.

11 b. Within 90 days you will be provided purchase
12 information relating to your apartment, including the price of
13 your unit and the condition of the building. If you do not
14 receive this information within 90 days, your rental agreement
15 and any extension will be extended 1 day for each day over 90
16 days until you are given the purchase information. If you do
17 not want this rental agreement extension, you must notify the
18 developer in writing.

19 7. If you have any questions regarding this conversion
20 or the Condominium Act, you may contact the developer or the
21 state agency which regulates condominiums: The Division of
22 ~~Florida Land Sales~~, Condominiums, Timeshare, and Mobile Homes,
23 ...(Tallahassee address and telephone number of division)....

24 Section 80. Subsection (17) of section 719.103,
25 Florida Statutes, is amended to read:

26 719.103 Definitions.--As used in this chapter:

27 (17) "Division" means the Division of ~~Florida Land~~
28 ~~Sales~~, Condominiums, Timeshare, and Mobile Homes of the
29 Department of Business and Professional Regulation.

30 Section 81. Section 719.1255, Florida Statutes, is
31 amended to read:

Amendment No. ____ (for drafter's use only)

1 719.1255 Alternative resolution of disputes.--The
2 division of ~~Florida Land Sales, Condominiums, and Mobile Homes~~
3 ~~of the Department of Business and Professional Regulation~~
4 shall provide for alternative dispute resolution in accordance
5 with s. 718.1255.

6 Section 82. Section 719.501, Florida Statutes, is
7 amended to read:

8 719.501 Powers and duties of Division of ~~Florida Land~~
9 ~~Sales, Condominiums, Timeshare, and Mobile Homes.--~~

10 (1) The Division of ~~Florida Land Sales, Condominiums,~~
11 ~~Timeshare, and Mobile Homes~~ of the Department of Business and
12 Professional Regulation, referred to as the "division" in this
13 part, in addition to other powers and duties prescribed by
14 chapter 498, has the power to enforce and ensure compliance
15 with the provisions of this chapter and rules adopted
16 ~~promulgated~~ pursuant hereto relating to the development,
17 construction, sale, lease, ownership, operation, and
18 management of residential cooperative units. In performing its
19 duties, the division shall have the following powers and
20 duties:

21 (a) The division may make necessary public or private
22 investigations within or outside this state to determine
23 whether any person has violated this chapter or any rule or
24 order hereunder, to aid in the enforcement of this chapter, or
25 to aid in the adoption of rules or forms hereunder.

26 (b) The division may require or permit any person to
27 file a statement in writing, under oath or otherwise, as the
28 division determines, as to the facts and circumstances
29 concerning a matter to be investigated.

30 (c) For the purpose of any investigation under this
31 chapter, the division director or any officer or employee

Amendment No. ____ (for drafter's use only)

1 designated by the division director may administer oaths or
2 affirmations, subpoena witnesses and compel their attendance,
3 take evidence, and require the production of any matter which
4 is relevant to the investigation, including the existence,
5 description, nature, custody, condition, and location of any
6 books, documents, or other tangible things and the identity
7 and location of persons having knowledge of relevant facts or
8 any other matter reasonably calculated to lead to the
9 discovery of material evidence. Upon failure by a person to
10 obey a subpoena or to answer questions propounded by the
11 investigating officer and upon reasonable notice to all
12 persons affected thereby, the division may apply to the
13 circuit court for an order compelling compliance.

14 (d) Notwithstanding any remedies available to unit
15 owners and associations, if the division has reasonable cause
16 to believe that a violation of any provision of this chapter
17 or rule promulgated pursuant hereto has occurred, the division
18 may institute enforcement proceedings in its own name against
19 a developer, association, officer, or member of the board, or
20 its assignees or agents, as follows:

21 1. The division may permit a person whose conduct or
22 actions may be under investigation to waive formal proceedings
23 and enter into a consent proceeding whereby orders, rules, or
24 letters of censure or warning, whether formal or informal, may
25 be entered against the person.

26 2. The division may issue an order requiring the
27 developer, association, officer, or member of the board, or
28 its assignees or agents, to cease and desist from the unlawful
29 practice and take such affirmative action as in the judgment
30 of the division will carry out the purposes of this chapter.
31 Such affirmative action may include, but is not limited to, an

Amendment No. ____ (for drafter's use only)

1 order requiring a developer to pay moneys determined to be
2 owed to a condominium association.

3 3. The division may bring an action in circuit court
4 on behalf of a class of unit owners, lessees, or purchasers
5 for declaratory relief, injunctive relief, or restitution.

6 4. The division may impose a civil penalty against a
7 developer or association, or its assignees or agents, for any
8 violation of this chapter or a rule promulgated pursuant
9 hereto. The division may impose a civil penalty individually
10 against any officer or board member who willfully and
11 knowingly violates a provision of this chapter, a rule adopted
12 pursuant to this chapter, or a final order of the division.
13 The term "willfully and knowingly" means that the division
14 informed the officer or board member that his or her action or
15 intended action violates this chapter, a rule adopted under
16 this chapter, or a final order of the division, and that the
17 officer or board member refused to comply with the
18 requirements of this chapter, a rule adopted under this
19 chapter, or a final order of the division. The division, prior
20 to initiating formal agency action under chapter 120, shall
21 afford the officer or board member an opportunity to
22 voluntarily comply with this chapter, a rule adopted under
23 this chapter, or a final order of the division. An officer or
24 board member who complies within 10 days is not subject to a
25 civil penalty. A penalty may be imposed on the basis of each
26 day of continuing violation, but in no event shall the penalty
27 for any offense exceed \$5,000. By January 1, 1998, the
28 division shall adopt, by rule, penalty guidelines applicable
29 to possible violations or to categories of violations of this
30 chapter or rules adopted by the division. The guidelines must
31 specify a meaningful range of civil penalties for each such

Amendment No. ____ (for drafter's use only)

1 violation of the statute and rules and must be based upon the
2 harm caused by the violation, the repetition of the violation,
3 and upon such other factors deemed relevant by the division.
4 For example, the division may consider whether the violations
5 were committed by a developer or owner-controlled association,
6 the size of the association, and other factors. The guidelines
7 must designate the possible mitigating or aggravating
8 circumstances that justify a departure from the range of
9 penalties provided by the rules. It is the legislative intent
10 that minor violations be distinguished from those which
11 endanger the health, safety, or welfare of the cooperative
12 residents or other persons and that such guidelines provide
13 reasonable and meaningful notice to the public of likely
14 penalties that may be imposed for proscribed conduct. This
15 subsection does not limit the ability of the division to
16 informally dispose of administrative actions or complaints by
17 stipulation, agreed settlement, or consent order. All amounts
18 collected shall be deposited with the Treasurer to the credit
19 of the Division of ~~Florida Land Sales~~, Condominiums,
20 Timeshare, and Mobile Homes Trust Fund. If a developer fails
21 to pay the civil penalty, the division shall thereupon issue
22 an order directing that such developer cease and desist from
23 further operation until such time as the civil penalty is paid
24 or may pursue enforcement of the penalty in a court of
25 competent jurisdiction. If an association fails to pay the
26 civil penalty, the division shall thereupon pursue enforcement
27 in a court of competent jurisdiction, and the order imposing
28 the civil penalty or the cease and desist order shall not
29 become effective until 20 days after the date of such order.
30 Any action commenced by the division shall be brought in the
31 county in which the division has its executive offices or in

Amendment No. ____ (for drafter's use only)

1 the county where the violation occurred.

2 (e) The division is authorized to prepare and
3 disseminate a prospectus and other information to assist
4 prospective owners, purchasers, lessees, and developers of
5 residential cooperatives in assessing the rights, privileges,
6 and duties pertaining thereto.

7 (f) The division has authority to adopt rules pursuant
8 to ss. 120.536(1) and 120.54 to implement and enforce the
9 provisions of this chapter.

10 (g) The division shall establish procedures for
11 providing notice to an association when the division is
12 considering the issuance of a declaratory statement with
13 respect to the cooperative documents governing such
14 cooperative community.

15 (h) The division shall furnish each association which
16 pays the fees required by paragraph (2)(a) a copy of this act,
17 subsequent changes to this act on an annual basis, an amended
18 version of this act as it becomes available from the Secretary
19 of State's office on a biennial basis, and the rules
20 promulgated pursuant thereto on an annual basis.

21 (i) The division shall annually provide each
22 association with a summary of declaratory statements and
23 formal legal opinions relating to the operations of
24 cooperatives which were rendered by the division during the
25 previous year.

26 (j) The division shall adopt uniform accounting
27 principles, policies, and standards to be used by all
28 associations in the preparation and presentation of all
29 financial statements required by this chapter. The principles,
30 policies, and standards shall take into consideration the size
31 of the association and the total revenue collected by the

Amendment No. ____ (for drafter's use only)

1 association.

2 (k) The division shall provide training programs for
3 cooperative association board members and unit owners.

4 (l) The division shall maintain a toll-free telephone
5 number accessible to cooperative unit owners.

6 (m) When a complaint is made to the division, the
7 division shall conduct its inquiry with reasonable dispatch
8 and with due regard to the interests of the affected parties.
9 Within 30 days after receipt of a complaint, the division
10 shall acknowledge the complaint in writing and notify the
11 complainant whether the complaint is within the jurisdiction
12 of the division and whether additional information is needed
13 by the division from the complainant. The division shall
14 conduct its investigation and shall, within 90 days after
15 receipt of the original complaint or timely requested
16 additional information, take action upon the complaint.
17 However, the failure to complete the investigation within 90
18 days does not prevent the division from continuing the
19 investigation, accepting or considering evidence obtained or
20 received after 90 days, or taking administrative action if
21 reasonable cause exists to believe that a violation of this
22 chapter or a rule of the division has occurred. If an
23 investigation is not completed within the time limits
24 established in this paragraph, the division shall, on a
25 monthly basis, notify the complainant in writing of the status
26 of the investigation. When reporting its action to the
27 complainant, the division shall inform the complainant of any
28 right to a hearing pursuant to ss. 120.569 and 120.57.

29 (n) The division shall develop a program to certify
30 both volunteer and paid mediators to provide mediation of
31 cooperative disputes. The division shall provide, upon

Amendment No. ____ (for drafter's use only)

1 request, a list of such mediators to any association, unit
2 owner, or other participant in arbitration proceedings under
3 s. 718.1255 requesting a copy of the list. The division shall
4 include on the list of voluntary mediators only persons who
5 have received at least 20 hours of training in mediation
6 techniques or have mediated at least 20 disputes. In order to
7 become initially certified by the division, paid mediators
8 must be certified by the Supreme Court to mediate court cases
9 in either county or circuit courts. However, the division may
10 adopt, by rule, additional factors for the certification of
11 paid mediators, which factors must be related to experience,
12 education, or background. Any person initially certified as a
13 paid mediator by the division must, in order to continue to be
14 certified, comply with the factors or requirements imposed by
15 rules adopted by the division.

16 (2)(a) Each cooperative association shall pay to the
17 division, on or before January 1 of each year, an annual fee
18 in the amount of \$4 for each residential unit in cooperatives
19 operated by the association. If the fee is not paid by March
20 1, then the association shall be assessed a penalty of 10
21 percent of the amount due, and the association shall not have
22 the standing to maintain or defend any action in the courts of
23 this state until the amount due is paid.

24 (b) All fees shall be deposited in the Division of
25 ~~Florida Land Sales, Condominiums, Timeshare, and Mobile Homes~~
26 Trust Fund as provided by law.

27 Section 83. Paragraph (a) of subsection (2) of section
28 719.502, Florida Statutes, is amended to read:

29 719.502 Filing prior to sale or lease.--

30 (2)(a) Prior to filing as required by subsection (1),
31 and prior to acquiring an ownership, leasehold, or contractual

Amendment No. ____ (for drafter's use only)

1 interest in the land upon which the cooperative is to be
2 developed, a developer shall not offer a contract for purchase
3 or lease of a unit for more than 5 years. However, the
4 developer may accept deposits for reservations upon the
5 approval of a fully executed escrow agreement and reservation
6 agreement form properly filed with the division ~~of Florida~~
7 ~~Land Sales, Condominiums, and Mobile Homes~~. Each filing of a
8 proposed reservation program shall be accompanied by a filing
9 fee of \$250. Reservations shall not be taken on a proposed
10 cooperative unless the developer has an ownership, leasehold,
11 or contractual interest in the land upon which the cooperative
12 is to be developed. The division shall notify the developer
13 within 20 days of receipt of the reservation filing of any
14 deficiencies contained therein. Such notification shall not
15 preclude the determination of reservation filing deficiencies
16 at a later date, nor shall it relieve the developer of any
17 responsibility under the law. The escrow agreement and the
18 reservation agreement form shall include a statement of the
19 right of the prospective purchaser to an immediate unqualified
20 refund of the reservation deposit moneys upon written request
21 to the escrow agent by the prospective purchaser or the
22 developer.

23 Section 84. Section 719.504, Florida Statutes, is
24 amended to read:

25 719.504 Prospectus or offering circular.--Every
26 developer of a residential cooperative which contains more
27 than 20 residential units, or which is part of a group of
28 residential cooperatives which will be served by property to
29 be used in common by unit owners of more than 20 residential
30 units, shall prepare a prospectus or offering circular and
31 file it with the division ~~of Florida Land Sales, Condominiums,~~

Amendment No. ____ (for drafter's use only)

1 ~~and Mobile Homes~~ prior to entering into an enforceable
2 contract of purchase and sale of any unit or lease of a unit
3 for more than 5 years and shall furnish a copy of the
4 prospectus or offering circular to each buyer. In addition to
5 the prospectus or offering circular, each buyer shall be
6 furnished a separate page entitled "Frequently Asked Questions
7 and Answers," which must be in accordance with a format
8 approved by the division. This page must, in readable
9 language: inform prospective purchasers regarding their
10 voting rights and unit use restrictions, including
11 restrictions on the leasing of a unit; indicate whether and in
12 what amount the unit owners or the association is obligated to
13 pay rent or land use fees for recreational or other commonly
14 used facilities; contain a statement identifying that amount
15 of assessment which, pursuant to the budget, would be levied
16 upon each unit type, exclusive of any special assessments, and
17 which identifies the basis upon which assessments are levied,
18 whether monthly, quarterly, or otherwise; state and identify
19 any court cases in which the association is currently a party
20 of record in which the association may face liability in
21 excess of \$100,000; and state whether membership in a
22 recreational facilities association is mandatory and, if so,
23 identify the fees currently charged per unit type. The
24 division shall by rule require such other disclosure as in its
25 judgment will assist prospective purchasers. The prospectus or
26 offering circular may include more than one cooperative,
27 although not all such units are being offered for sale as of
28 the date of the prospectus or offering circular. The
29 prospectus or offering circular must contain the following
30 information:

31 (1) The front cover or the first page must contain

Amendment No. ____ (for drafter's use only)

1 only:

2 (a) The name of the cooperative.

3 (b) The following statements in conspicuous type:

4 1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS
5 IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A COOPERATIVE
6 UNIT.

7 2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN
8 NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL
9 REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND
10 SALES MATERIALS.

11 3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS
12 CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER
13 TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR
14 CORRECT REPRESENTATIONS.

15 (2) Summary: The next page must contain all
16 statements required to be in conspicuous type in the
17 prospectus or offering circular.

18 (3) A separate index of the contents and exhibits of
19 the prospectus.

20 (4) Beginning on the first page of the text (not
21 including the summary and index), a description of the
22 cooperative, including, but not limited to, the following
23 information:

24 (a) Its name and location.

25 (b) A description of the cooperative property,
26 including, without limitation:

27 1. The number of buildings, the number of units in
28 each building, the number of bathrooms and bedrooms in each
29 unit, and the total number of units, if the cooperative is not
30 a phase cooperative; or, if the cooperative is a phase
31 cooperative, the maximum number of buildings that may be

Amendment No. ____ (for drafter's use only)

1 contained within the cooperative, the minimum and maximum
2 number of units in each building, the minimum and maximum
3 number of bathrooms and bedrooms that may be contained in each
4 unit, and the maximum number of units that may be contained
5 within the cooperative.

6 2. The page in the cooperative documents where a copy
7 of the survey and plot plan of the cooperative is located.

8 3. The estimated latest date of completion of
9 constructing, finishing, and equipping. In lieu of a date, a
10 statement that the estimated date of completion of the
11 cooperative is in the purchase agreement and a reference to
12 the article or paragraph containing that information.

13 (c) The maximum number of units that will use
14 facilities in common with the cooperative. If the maximum
15 number of units will vary, a description of the basis for
16 variation and the minimum amount of dollars per unit to be
17 spent for additional recreational facilities or enlargement of
18 such facilities. If the addition or enlargement of facilities
19 will result in a material increase of a unit owner's
20 maintenance expense or rental expense, if any, the maximum
21 increase and limitations thereon shall be stated.

22 (5)(a) A statement in conspicuous type describing
23 whether the cooperative is created and being sold as fee
24 simple interests or as leasehold interests. If the
25 cooperative is created or being sold on a leasehold, the
26 location of the lease in the disclosure materials shall be
27 stated.

28 (b) If timeshare estates are or may be created with
29 respect to any unit in the cooperative, a statement in
30 conspicuous type stating that timeshare estates are created
31 and being sold in such specified units in the cooperative.

Amendment No. ____ (for drafter's use only)

1 (6) A description of the recreational and other common
2 areas that will be used only by unit owners of the
3 cooperative, including, but not limited to, the following:

4 (a) Each room and its intended purposes, location,
5 approximate floor area, and capacity in numbers of people.

6 (b) Each swimming pool, as to its general location,
7 approximate size and depths, approximate deck size and
8 capacity, and whether heated.

9 (c) Additional facilities, as to the number of each
10 facility, its approximate location, approximate size, and
11 approximate capacity.

12 (d) A general description of the items of personal
13 property and the approximate number of each item of personal
14 property that the developer is committing to furnish for each
15 room or other facility or, in the alternative, a
16 representation as to the minimum amount of expenditure that
17 will be made to purchase the personal property for the
18 facility.

19 (e) The estimated date when each room or other
20 facility will be available for use by the unit owners.

21 (f)1. An identification of each room or other facility
22 to be used by unit owners that will not be owned by the unit
23 owners or the association;

24 2. A reference to the location in the disclosure
25 materials of the lease or other agreements providing for the
26 use of those facilities; and

27 3. A description of the terms of the lease or other
28 agreements, including the length of the term; the rent
29 payable, directly or indirectly, by each unit owner, and the
30 total rent payable to the lessor, stated in monthly and annual
31 amounts for the entire term of the lease; and a description of

Amendment No. ____ (for drafter's use only)

1 any option to purchase the property leased under any such
2 lease, including the time the option may be exercised, the
3 purchase price or how it is to be determined, the manner of
4 payment, and whether the option may be exercised for a unit
5 owner's share or only as to the entire leased property.

6 (g) A statement as to whether the developer may
7 provide additional facilities not described above, their
8 general locations and types, improvements or changes that may
9 be made, the approximate dollar amount to be expended, and the
10 maximum additional common expense or cost to the individual
11 unit owners that may be charged during the first annual period
12 of operation of the modified or added facilities.

13
14 Descriptions as to locations, areas, capacities, numbers,
15 volumes, or sizes may be stated as approximations or minimums.

16 (7) A description of the recreational and other
17 facilities that will be used in common with other
18 cooperatives, community associations, or planned developments
19 which require the payment of the maintenance and expenses of
20 such facilities, either directly or indirectly, by the unit
21 owners. The description shall include, but not be limited to,
22 the following:

23 (a) Each building and facility committed to be built.

24 (b) Facilities not committed to be built except under
25 certain conditions, and a statement of those conditions or
26 contingencies.

27 (c) As to each facility committed to be built, or
28 which will be committed to be built upon the happening of one
29 of the conditions in paragraph (b), a statement of whether it
30 will be owned by the unit owners having the use thereof or by
31 an association or other entity which will be controlled by

Amendment No. ____ (for drafter's use only)

1 them, or others, and the location in the exhibits of the lease
2 or other document providing for use of those facilities.

3 (d) The year in which each facility will be available
4 for use by the unit owners or, in the alternative, the maximum
5 number of unit owners in the project at the time each of all
6 of the facilities is committed to be completed.

7 (e) A general description of the items of personal
8 property, and the approximate number of each item of personal
9 property, that the developer is committing to furnish for each
10 room or other facility or, in the alternative, a
11 representation as to the minimum amount of expenditure that
12 will be made to purchase the personal property for the
13 facility.

14 (f) If there are leases, a description thereof,
15 including the length of the term, the rent payable, and a
16 description of any option to purchase.

17
18 Descriptions shall include location, areas, capacities,
19 numbers, volumes, or sizes and may be stated as approximations
20 or minimums.

21 (8) Recreation lease or associated club membership:

22 (a) If any recreational facilities or other common
23 areas offered by the developer and available to, or to be used
24 by, unit owners are to be leased or have club membership
25 associated, the following statement in conspicuous type shall
26 be included: THERE IS A RECREATIONAL FACILITIES LEASE
27 ASSOCIATED WITH THIS COOPERATIVE; or, THERE IS A CLUB
28 MEMBERSHIP ASSOCIATED WITH THIS COOPERATIVE. There shall be a
29 reference to the location in the disclosure materials where
30 the recreation lease or club membership is described in
31 detail.

Amendment No. ____ (for drafter's use only)

1 (b) If it is mandatory that unit owners pay a fee,
2 rent, dues, or other charges under a recreational facilities
3 lease or club membership for the use of facilities, there
4 shall be in conspicuous type the applicable statement:

5 1. MEMBERSHIP IN THE RECREATIONAL FACILITIES CLUB IS
6 MANDATORY FOR UNIT OWNERS; or

7 2. UNIT OWNERS ARE REQUIRED, AS A CONDITION OF
8 OWNERSHIP, TO BE LESSEES UNDER THE RECREATIONAL FACILITIES
9 LEASE; or

10 3. UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE
11 COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP,
12 REPLACEMENT, RENT, AND FEES UNDER THE RECREATIONAL FACILITIES
13 LEASE (OR THE OTHER INSTRUMENTS PROVIDING THE FACILITIES); or

14 4. A similar statement of the nature of the
15 organization or manner in which the use rights are created,
16 and that unit owners are required to pay.

17
18 Immediately following the applicable statement, the location
19 in the disclosure materials where the development is described
20 in detail shall be stated.

21 (c) If the developer, or any other person other than
22 the unit owners and other persons having use rights in the
23 facilities, reserves, or is entitled to receive, any rent,
24 fee, or other payment for the use of the facilities, then
25 there shall be the following statement in conspicuous type:
26 THE UNIT OWNERS OR THE ASSOCIATION(S) MUST PAY RENT OR LAND
27 USE FEES FOR RECREATIONAL OR OTHER COMMON AREAS. Immediately
28 following this statement, the location in the disclosure
29 materials where the rent or land use fees are described in
30 detail shall be stated.

31 (d) If, in any recreation format, whether leasehold,

Amendment No. ____ (for drafter's use only)

1 club, or other, any person other than the association has the
2 right to a lien on the units to secure the payment of
3 assessments, rent, or other exactions, there shall appear a
4 statement in conspicuous type in substantially the following
5 form:

6 1. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO
7 SECURE THE PAYMENT OF RENT AND OTHER EXACTIONS UNDER THE
8 RECREATION LEASE. THE UNIT OWNER'S FAILURE TO MAKE THESE
9 PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN; or

10 2. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO
11 SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING
12 DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE
13 RECREATIONAL OR COMMONLY USED AREAS. THE UNIT OWNER'S FAILURE
14 TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

15
16 Immediately following the applicable statement, the location
17 in the disclosure materials where the lien or lien right is
18 described in detail shall be stated.

19 (9) If the developer or any other person has the right
20 to increase or add to the recreational facilities at any time
21 after the establishment of the cooperative whose unit owners
22 have use rights therein, without the consent of the unit
23 owners or associations being required, there shall appear a
24 statement in conspicuous type in substantially the following
25 form: RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT
26 CONSENT OF UNIT OWNERS OR THE ASSOCIATION(S). Immediately
27 following this statement, the location in the disclosure
28 materials where such reserved rights are described shall be
29 stated.

30 (10) A statement of whether the developer's plan
31 includes a program of leasing units rather than selling them,

Amendment No. ____ (for drafter's use only)

1 or leasing units and selling them subject to such leases. If
2 so, there shall be a description of the plan, including the
3 number and identification of the units and the provisions and
4 term of the proposed leases, and a statement in boldfaced type
5 that: THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

6 (11) The arrangements for management of the
7 association and maintenance and operation of the cooperative
8 property and of other property that will serve the unit owners
9 of the cooperative property, and a description of the
10 management contract and all other contracts for these purposes
11 having a term in excess of 1 year, including the following:

- 12 (a) The names of contracting parties.
- 13 (b) The term of the contract.
- 14 (c) The nature of the services included.
- 15 (d) The compensation, stated on a monthly and annual
16 basis, and provisions for increases in the compensation.
- 17 (e) A reference to the volumes and pages of the
18 cooperative documents and of the exhibits containing copies of
19 such contracts.

20
21 Copies of all described contracts shall be attached as
22 exhibits. If there is a contract for the management of the
23 cooperative property, then a statement in conspicuous type in
24 substantially the following form shall appear, identifying the
25 proposed or existing contract manager: THERE IS (IS TO BE) A
26 CONTRACT FOR THE MANAGEMENT OF THE COOPERATIVE PROPERTY WITH
27 (NAME OF THE CONTRACT MANAGER). Immediately following this
28 statement, the location in the disclosure materials of the
29 contract for management of the cooperative property shall be
30 stated.

31 (12) If the developer or any other person or persons

Amendment No. ____ (for drafter's use only)

1 other than the unit owners has the right to retain control of
2 the board of administration of the association for a period of
3 time which can exceed 1 year after the closing of the sale of
4 a majority of the units in that cooperative to persons other
5 than successors or alternate developers, then a statement in
6 conspicuous type in substantially the following form shall be
7 included: THE DEVELOPER (OR OTHER PERSON) HAS THE RIGHT TO
8 RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE
9 UNITS HAVE BEEN SOLD. Immediately following this statement,
10 the location in the disclosure materials where this right to
11 control is described in detail shall be stated.

12 (13) If there are any restrictions upon the sale,
13 transfer, conveyance, or leasing of a unit, then a statement
14 in conspicuous type in substantially the following form shall
15 be included: THE SALE, LEASE, OR TRANSFER OF UNITS IS
16 RESTRICTED OR CONTROLLED. Immediately following this
17 statement, the location in the disclosure materials where the
18 restriction, limitation, or control on the sale, lease, or
19 transfer of units is described in detail shall be stated.

20 (14) If the cooperative is part of a phase project,
21 the following shall be stated:

22 (a) A statement in conspicuous type in substantially
23 the following form shall be included: THIS IS A PHASE
24 COOPERATIVE. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS
25 COOPERATIVE. Immediately following this statement, the
26 location in the disclosure materials where the phasing is
27 described shall be stated.

28 (b) A summary of the provisions of the declaration
29 providing for the phasing.

30 (c) A statement as to whether or not residential
31 buildings and units which are added to the cooperative may be

Amendment No. ____ (for drafter's use only)

1 substantially different from the residential buildings and
2 units originally in the cooperative, and, if the added
3 residential buildings and units may be substantially
4 different, there shall be a general description of the extent
5 to which such added residential buildings and units may
6 differ, and a statement in conspicuous type in substantially
7 the following form shall be included: BUILDINGS AND UNITS
8 WHICH ARE ADDED TO THE COOPERATIVE MAY BE SUBSTANTIALLY
9 DIFFERENT FROM THE OTHER BUILDINGS AND UNITS IN THE
10 COOPERATIVE. Immediately following this statement, the
11 location in the disclosure materials where the extent to which
12 added residential buildings and units may substantially differ
13 is described shall be stated.

14 (d) A statement of the maximum number of buildings
15 containing units, the maximum and minimum number of units in
16 each building, the maximum number of units, and the minimum
17 and maximum square footage of the units that may be contained
18 within each parcel of land which may be added to the
19 cooperative.

20 (15) If the cooperative is created by conversion of
21 existing improvements, the following information shall be
22 stated:

23 (a) The information required by s. 719.616.

24 (b) A caveat that there are no express warranties
25 unless they are stated in writing by the developer.

26 (16) A summary of the restrictions, if any, to be
27 imposed on units concerning the use of any of the cooperative
28 property, including statements as to whether there are
29 restrictions upon children and pets, and reference to the
30 volumes and pages of the cooperative documents where such
31 restrictions are found, or if such restrictions are contained

Amendment No. ____ (for drafter's use only)

1 elsewhere, then a copy of the documents containing the
2 restrictions shall be attached as an exhibit.

3 (17) If there is any land that is offered by the
4 developer for use by the unit owners and that is neither owned
5 by them nor leased to them, the association, or any entity
6 controlled by unit owners and other persons having the use
7 rights to such land, a statement shall be made as to how such
8 land will serve the cooperative. If any part of such land
9 will serve the cooperative, the statement shall describe the
10 land and the nature and term of service, and the cooperative
11 documents or other instrument creating such servitude shall be
12 included as an exhibit.

13 (18) The manner in which utility and other services,
14 including, but not limited to, sewage and waste disposal,
15 water supply, and storm drainage, will be provided and the
16 person or entity furnishing them.

17 (19) An explanation of the manner in which the
18 apportionment of common expenses and ownership of the common
19 areas have been determined.

20 (20) An estimated operating budget for the cooperative
21 and the association, and a schedule of the unit owner's
22 expenses shall be attached as an exhibit and shall contain the
23 following information:

24 (a) The estimated monthly and annual expenses of the
25 cooperative and the association that are collected from unit
26 owners by assessments.

27 (b) The estimated monthly and annual expenses of each
28 unit owner for a unit, other than assessments payable to the
29 association, payable by the unit owner to persons or entities
30 other than the association, and the total estimated monthly
31 and annual expense. There may be excluded from this estimate

Amendment No. ____ (for drafter's use only)

1 expenses that are personal to unit owners, which are not
2 uniformly incurred by all unit owners, or which are not
3 provided for or contemplated by the cooperative documents,
4 including, but not limited to, the costs of private telephone;
5 maintenance of the interior of cooperative units, which is not
6 the obligation of the association; maid or janitorial services
7 privately contracted for by the unit owners; utility bills
8 billed directly to each unit owner for utility services to his
9 or her unit; insurance premiums other than those incurred for
10 policies obtained by the cooperative; and similar personal
11 expenses of the unit owner. A unit owner's estimated payments
12 for assessments shall also be stated in the estimated amounts
13 for the times when they will be due.

14 (c) The estimated items of expenses of the cooperative
15 and the association, except as excluded under paragraph (b),
16 including, but not limited to, the following items, which
17 shall be stated either as an association expense collectible
18 by assessments or as unit owners' expenses payable to persons
19 other than the association:

- 20 1. Expenses for the association and cooperative:
21 a. Administration of the association.
22 b. Management fees.
23 c. Maintenance.
24 d. Rent for recreational and other commonly used
25 areas.
26 e. Taxes upon association property.
27 f. Taxes upon leased areas.
28 g. Insurance.
29 h. Security provisions.
30 i. Other expenses.
31 j. Operating capital.

Amendment No. ____ (for drafter's use only)

- 1 k. Reserves.
- 2 l. Fee payable to the division.
- 3 2. Expenses for a unit owner:
- 4 a. Rent for the unit, if subject to a lease.
- 5 b. Rent payable by the unit owner directly to the
- 6 lessor or agent under any recreational lease or lease for the
- 7 use of commonly used areas, which use and payment are a
- 8 mandatory condition of ownership and are not included in the
- 9 common expense or assessments for common maintenance paid by
- 10 the unit owners to the association.
- 11 (d) The estimated amounts shall be stated for a period
- 12 of at least 12 months and may distinguish between the period
- 13 prior to the time unit owners other than the developer elect a
- 14 majority of the board of administration and the period after
- 15 that date.
- 16 (21) A schedule of estimated closing expenses to be
- 17 paid by a buyer or lessee of a unit and a statement of whether
- 18 title opinion or title insurance policy is available to the
- 19 buyer and, if so, at whose expense.
- 20 (22) The identity of the developer and the chief
- 21 operating officer or principal directing the creation and sale
- 22 of the cooperative and a statement of its and his or her
- 23 experience in this field.
- 24 (23) Copies of the following, to the extent they are
- 25 applicable, shall be included as exhibits:
- 26 (a) The cooperative documents, or the proposed
- 27 cooperative documents if the documents have not been recorded.
- 28 (b) The articles of incorporation creating the
- 29 association.
- 30 (c) The bylaws of the association.
- 31 (d) The ground lease or other underlying lease of the

Amendment No. ____ (for drafter's use only)

1 cooperative.

2 (e) The management agreement and all maintenance and
3 other contracts for management of the association and
4 operation of the cooperative and facilities used by the unit
5 owners having a service term in excess of 1 year.

6 (f) The estimated operating budget for the cooperative
7 and the required schedule of unit owners' expenses.

8 (g) A copy of the floor plan of the unit and the plot
9 plan showing the location of the residential buildings and the
10 recreation and other common areas.

11 (h) The lease of recreational and other facilities
12 that will be used only by unit owners of the subject
13 cooperative.

14 (i) The lease of facilities used by owners and others.

15 (j) The form of unit lease, if the offer is of a
16 leasehold.

17 (k) A declaration of servitude of properties serving
18 the cooperative but not owned by unit owners or leased to them
19 or the association.

20 (l) The statement of condition of the existing
21 building or buildings, if the offering is of units in an
22 operation being converted to cooperative ownership.

23 (m) The statement of inspection for termite damage and
24 treatment of the existing improvements, if the cooperative is
25 a conversion.

26 (n) The form of agreement for sale or lease of units.

27 (o) A copy of the agreement for escrow of payments
28 made to the developer prior to closing.

29 (p) A copy of the documents containing any
30 restrictions on use of the property required by subsection
31 (16).

Amendment No. ____ (for drafter's use only)

1 (24) Any prospectus or offering circular complying
2 with the provisions of former ss. 711.69 and 711.802 may
3 continue to be used without amendment, or may be amended to
4 comply with the provisions of this chapter.

5 (25) A brief narrative description of the location and
6 effect of all existing and intended easements located or to be
7 located on the cooperative property other than those in the
8 declaration.

9 (26) If the developer is required by state or local
10 authorities to obtain acceptance or approval of any dock or
11 marina facility intended to serve the cooperative, a copy of
12 such acceptance or approval acquired by the time of filing
13 with the division pursuant to s. 719.502 or a statement that
14 such acceptance has not been acquired or received.

15 (27) Evidence demonstrating that the developer has an
16 ownership, leasehold, or contractual interest in the land upon
17 which the cooperative is to be developed.

18 Section 85. Section 719.508, Florida Statutes, is
19 amended to read:

20 719.508 Regulation by Division of Hotels and
21 Restaurants.--In addition to the authority, regulation, or
22 control exercised by the Division of ~~Florida Land Sales,~~
23 Condominiums, Timeshare, and Mobile Homes pursuant to this act
24 with respect to cooperatives, buildings included in a
25 cooperative property shall be subject to the authority,
26 regulation, or control of the Division of Hotels and
27 Restaurants of the Department of Business and Professional
28 Regulation, to the extent provided for in chapters 399 and
29 509.

30 Section 86. Paragraph (a) of subsection (2) of section
31 719.608, Florida Statutes, is amended to read:

Amendment No. ____ (for drafter's use only)

1 719.608 Notice of intended conversion; time of
2 delivery; content.--

3 (2)(a) Each notice of intended conversion shall be
4 dated and in writing. The notice shall contain the following
5 statement, with the phrases of the following statement which
6 appear in upper case printed in conspicuous type:

7

8 These apartments are being converted to cooperative by
9 ...(name of developer)..., the developer.

10 1. YOU MAY REMAIN AS A RESIDENT UNTIL THE EXPIRATION
11 OF YOUR RENTAL AGREEMENT. FURTHER, YOU MAY EXTEND YOUR RENTAL
12 AGREEMENT AS FOLLOWS:

13 a. If you have continuously been a resident of these
14 apartments during the last 180 days and your rental agreement
15 expires during the next 270 days, you may extend your rental
16 agreement for up to 270 days after the date of this notice.

17 b. If you have not been a continuous resident of these
18 apartments for the last 180 days and your rental agreement
19 expires during the next 180 days, you may extend your rental
20 agreement for up to 180 days after the date of this notice.

21 c. IN ORDER FOR YOU TO EXTEND YOUR RENTAL AGREEMENT,
22 YOU MUST GIVE THE DEVELOPER WRITTEN NOTICE WITHIN 45 DAYS
23 AFTER THE DATE OF THIS NOTICE.

24 2. IF YOUR RENTAL AGREEMENT EXPIRES IN THE NEXT 45
25 DAYS, you may extend your rental agreement for up to 45 days
26 after the date of this notice while you decide whether to
27 extend your rental agreement as explained above. To do so, you
28 must notify the developer in writing. You will then have the
29 full 45 days to decide whether to extend your rental agreement
30 as explained above.

31 3. During the extension of your rental agreement you

Amendment No. ____ (for drafter's use only)

- 1 will be charged the same rent that you are now paying.
- 2 4. YOU MAY CANCEL YOUR RENTAL AGREEMENT AND ANY
3 EXTENSION OF THE RENTAL AGREEMENT AS FOLLOWS:
- 4 a. If your rental agreement began or was extended or
5 renewed after May 1, 1980, and your rental agreement,
6 including extensions and renewals, has an unexpired term of
7 180 days or less, you may cancel your rental agreement upon 30
8 days' written notice and move. Also, upon 30 days' written
9 notice, you may cancel any extension of the rental agreement.
- 10 b. If your rental agreement was not begun or was not
11 extended or renewed after May 1, 1980, you may not cancel the
12 rental agreement without the consent of the developer. If
13 your rental agreement, including extensions and renewals, has
14 an unexpired term of 180 days or less, you may, however, upon
15 30 days' written notice cancel any extension of the rental
16 agreement.
- 17 5. All notices must be given in writing and sent by
18 mail, return receipt requested, or delivered in person to the
19 developer at this address: ...(name and address of
20 developer)....
- 21 6. If you have continuously been a resident of these
22 apartments during the last 180 days:
- 23 a. You have the right to purchase your apartment and
24 will have 45 days to decide whether to purchase. If you do
25 not buy the unit at that price and the unit is later offered
26 at a lower price, you will have the opportunity to buy the
27 unit at the lower price. However, in all events your right to
28 purchase the unit ends when the rental agreement or any
29 extension of the rental agreement ends or when you waive this
30 right in writing.
- 31 b. Within 90 days you will be provided purchase

Amendment No. ____ (for drafter's use only)

1 information relating to your apartment, including the price of
2 your unit and the condition of the building. If you do not
3 receive this information within 90 days, your rental agreement
4 and any extension will be extended 1 day for each day over 90
5 days until you are given the purchase information. If you do
6 not want this rental agreement extension, you must notify the
7 developer in writing.

8 7. If you have any questions regarding this conversion
9 or the Cooperative Act, you may contact the developer or the
10 state agency which regulates cooperatives: The Division of
11 ~~Florida Land Sales~~, Condominiums, Timeshare, and Mobile Homes,
12 ...(Tallahassee address and telephone number of division)....

13 Section 87. Subsection (10) of section 721.05, Florida
14 Statutes, is amended to read:

15 721.05 Definitions.--As used in this chapter, the
16 term:

17 (10) "Division" means the Division of ~~Florida Land~~
18 ~~Sales~~, Condominiums, Timeshare, and Mobile Homes of the
19 Department of Business and Professional Regulation.

20 Section 88. Paragraph (d) of subsection (2) of section
21 721.07, Florida Statutes, is amended to read:

22 721.07 Public offering statement.--Prior to offering
23 any timeshare plan, the developer must submit a registered
24 public offering statement to the division for approval as
25 prescribed by s. 721.03, s. 721.55, or this section. Until
26 the division approves such filing, any contract regarding the
27 sale of that timeshare plan is voidable by the purchaser.

28 (2)

29 (d) A developer shall have the authority to deliver to
30 purchasers any purchaser public offering statement that is not
31 yet approved by the division, provided that the following

Amendment No. ____ (for drafter's use only)

1 shall apply:

2 1. At the time the developer delivers an unapproved
3 purchaser public offering statement to a purchaser pursuant to
4 this paragraph, the developer shall deliver a fully completed
5 and executed copy of the purchase contract required by s.
6 721.06 that contains the following statement in conspicuous
7 type in substantially the following form which shall replace
8 the statements required by s. 721.06(1)(g):

9
10 The developer is delivering to you a public offering statement
11 that has been filed with but not yet approved by the Division
12 of ~~Florida Land Sales, Condominiums, Timeshare,~~ and Mobile
13 Homes. Any revisions to the unapproved public offering
14 statement you have received must be delivered to you, but only
15 if the revisions materially alter or modify the offering in a
16 manner adverse to you. After the division approves the public
17 offering statement, you will receive notice of the approval
18 from the developer and the required revisions, if any.

19
20 Your statutory right to cancel this transaction without any
21 penalty or obligation expires 10 calendar days after the date
22 you signed your purchase contract or 10 calendar days after
23 you receive revisions required to be delivered to you, if any,
24 whichever is later.

25
26 2. After receipt of approval from the division and
27 prior to closing, if any revisions made to the documents
28 contained in the purchaser public offering statement
29 materially alter or modify the offering in a manner adverse to
30 a purchaser, the developer shall send the purchaser such
31 revisions together with a notice containing a statement in

Amendment No. ____ (for drafter's use only)

1 conspicuous type in substantially the following form:

2
3 The unapproved public offering statement previously delivered
4 to you, together with the enclosed revisions, has been
5 approved by the Division of ~~Florida Land Sales~~, Condominiums,
6 Timeshare, and Mobile Homes. Accordingly, your cancellation
7 right expires 10 calendar days after you sign your purchase
8 contract or 10 calendar days after you receive these
9 revisions, whichever is later. If you have any questions
10 regarding your cancellation rights, you may contact the
11 division at [insert division's current address].

12
13 3. After receipt of approval from the division and
14 prior to closing, if no revisions have been made to the
15 documents contained in the unapproved purchaser public
16 offering statement, or if such revisions do not materially
17 alter or modify the offering in a manner adverse to a
18 purchaser, the developer shall send the purchaser a notice
19 containing a statement in conspicuous type in substantially
20 the following form:

21
22 The unapproved public offering statement previously delivered
23 to you has been approved by the Division of ~~Florida Land~~
24 ~~Sales~~, Condominiums, Timeshare, and Mobile Homes. Revisions
25 made to the unapproved public offering statement, if any, are
26 either not required to be delivered to you or are not deemed
27 by the developer, in its opinion, to materially alter or
28 modify the offering in a manner that is adverse to you.
29 Accordingly, your cancellation right expired 10 days after you
30 signed your purchase contract. A complete copy of the approved
31 public offering statement is available through the managing

Amendment No. ____ (for drafter's use only)

1 entity for inspection as part of the books and records of the
2 plan. If you have any questions regarding your cancellation
3 rights, you may contact the division at [insert division's
4 current address].

5 Section 89. Subsection (8) of section 721.08, Florida
6 Statutes, is amended to read:

7 721.08 Escrow accounts; nondisturbance instruments;
8 alternate security arrangements; transfer of legal title.--

9 (8) An escrow agent holding escrowed funds pursuant to
10 this chapter that have not been claimed for a period of 5
11 years after the date of deposit shall make at least one
12 reasonable attempt to deliver such unclaimed funds to the
13 purchaser who submitted such funds to escrow. In making such
14 attempt, an escrow agent is entitled to rely on a purchaser's
15 last known address as set forth in the books and records of
16 the escrow agent and is not required to conduct any further
17 search for the purchaser. If an escrow agent's attempt to
18 deliver unclaimed funds to any purchaser is unsuccessful, the
19 escrow agent may deliver such unclaimed funds to the division
20 and the division shall deposit such unclaimed funds in the
21 Division of ~~Florida Land Sales, Condominiums, Timeshare, and~~
22 Mobile Homes Trust Fund, 30 days after giving notice in a
23 publication of general circulation in the county in which the
24 timeshare property containing the purchaser's timeshare
25 interest is located. The purchaser may claim the same at any
26 time prior to the delivery of such funds to the division.
27 After delivery of such funds to the division, the purchaser
28 shall have no more rights to the unclaimed funds. The escrow
29 agent shall not be liable for any claims from any party
30 arising out of the escrow agent's delivery of the unclaimed
31 funds to the division pursuant to this section.

Amendment No. ____ (for drafter's use only)

1 Section 90. Section 721.26, Florida Statutes, is
2 amended to read:

3 721.26 Regulation by division.--The division has the
4 power to enforce and ensure compliance with the provisions of
5 this chapter, except for parts III and IV, using the powers
6 provided in this chapter, as well as the powers prescribed in
7 chapters 498, 718, and 719. In performing its duties, the
8 division shall have the following powers and duties:

9 (1) To aid in the enforcement of this chapter, or any
10 division rule or order promulgated or issued pursuant to this
11 chapter, the division may make necessary public or private
12 investigations within or outside this state to determine
13 whether any person has violated or is about to violate this
14 chapter, or any division rule or order promulgated or issued
15 pursuant to this chapter.

16 (2) The division may require or permit any person to
17 file a written statement under oath or otherwise, as the
18 division determines, as to the facts and circumstances
19 concerning a matter under investigation.

20 (3) For the purpose of any investigation under this
21 chapter, the director of the division or any officer or
22 employee designated by the director may administer oaths or
23 affirmations, subpoena witnesses and compel their attendance,
24 take evidence, and require the production of any matter which
25 is relevant to the investigation, including the identity,
26 existence, description, nature, custody, condition, and
27 location of any books, documents, or other tangible things and
28 the identity and location of persons having knowledge of
29 relevant facts or any other matter reasonably calculated to
30 lead to the discovery of material evidence. Failure to obey a
31 subpoena or to answer questions propounded by the

Amendment No. ____ (for drafter's use only)

1 investigating officer and upon reasonable notice to all
2 persons affected thereby shall be a violation of this chapter.
3 In addition to the other enforcement powers authorized in this
4 subsection, the division may, at its discretion, apply to the
5 circuit court for an order compelling compliance.

6 (4) The division may prepare and disseminate a
7 prospectus and other information to assist prospective
8 purchasers, sellers, and managing entities of timeshare plans
9 in assessing the rights, privileges, and duties pertaining
10 thereto.

11 (5) Notwithstanding any remedies available to
12 purchasers, if the division has reasonable cause to believe
13 that a violation of this chapter, or of any division rule or
14 order promulgated or issued pursuant to this chapter, has
15 occurred, the division may institute enforcement proceedings
16 in its own name against any regulated party, as such term is
17 defined in this subsection:

18 (a)1. "Regulated party," for purposes of this section,
19 means any developer, exchange company, seller, managing
20 entity, association, association director, association
21 officer, manager, management firm, escrow agent, trustee, any
22 respective assignees or agents, or any other person having
23 duties or obligations pursuant to this chapter.

24 2. Any person who materially participates in any offer
25 or disposition of any interest in, or the management or
26 operation of, a timeshare plan in violation of this chapter or
27 relevant rules involving fraud, deception, false pretenses,
28 misrepresentation, or false advertising or the disbursement,
29 concealment, or diversion of any funds or assets, which
30 conduct adversely affects the interests of a purchaser, and
31 which person directly or indirectly controls a regulated party

Amendment No. ____ (for drafter's use only)

1 or is a general partner, officer, director, agent, or employee
2 of such regulated party, shall be jointly and severally liable
3 under this subsection with such regulated party, unless such
4 person did not know, and in the exercise of reasonable care
5 could not have known, of the existence of the facts giving
6 rise to the violation of this chapter. A right of
7 contribution shall exist among jointly and severally liable
8 persons pursuant to this paragraph.

9 (b) The division may permit any person whose conduct
10 or actions may be under investigation to waive formal
11 proceedings and enter into a consent proceeding whereby an
12 order, rule, or letter of censure or warning, whether formal
13 or informal, may be entered against that person.

14 (c) The division may issue an order requiring a
15 regulated party to cease and desist from an unlawful practice
16 under this chapter and take such affirmative action as in the
17 judgment of the division will carry out the purposes of this
18 chapter.

19 (d)1. The division may bring an action in circuit
20 court for declaratory or injunctive relief or for other
21 appropriate relief, including restitution.

22 2. The division shall have broad authority and
23 discretion to petition the circuit court to appoint a receiver
24 with respect to any managing entity which fails to perform its
25 duties and obligations under this chapter with respect to the
26 operation of a timeshare plan. The circumstances giving rise
27 to an appropriate petition for receivership under this
28 subparagraph include, but are not limited to:

29 a. Damage to or destruction of any of the
30 accommodations or facilities of a timeshare plan, where the
31 managing entity has failed to repair or reconstruct same.

Amendment No. ____ (for drafter's use only)

1 b. A breach of fiduciary duty by the managing entity,
2 including, but not limited to, undisclosed self-dealing or
3 failure to timely assess, collect, or disburse the common
4 expenses of the timeshare plan.

5 c. Failure of the managing entity to operate the
6 timeshare plan in accordance with the timeshare instrument and
7 this chapter.

8
9 If, under the circumstances, it appears that the events giving
10 rise to the petition for receivership cannot be reasonably and
11 timely corrected in a cost-effective manner consistent with
12 the timeshare instrument, the receiver may petition the
13 circuit court to implement such amendments or revisions to the
14 timeshare instrument as may be necessary to enable the
15 managing entity to resume effective operation of the timeshare
16 plan, or to enter an order terminating the timeshare plan, or
17 to enter such further orders regarding the disposition of the
18 timeshare property as the court deems appropriate, including
19 the disposition and sale of the timeshare property held by the
20 association or the purchasers. In the event of a receiver's
21 sale, all rights, title, and interest held by the association
22 or any purchaser shall be extinguished and title shall vest in
23 the buyer. This provision applies to timeshare estates and
24 timeshare licenses. All reasonable costs and fees of the
25 receiver relating to the receivership shall become common
26 expenses of the timeshare plan upon order of the court.

27 3. The division may revoke its approval of any filing
28 for any timeshare plan for which a petition for receivership
29 has been filed pursuant to this paragraph.

30 (e)1. The division may impose a penalty against any
31 regulated party for a violation of this chapter or any rule

Amendment No. ____ (for drafter's use only)

1 adopted thereunder. A penalty may be imposed on the basis of
2 each day of continuing violation, but in no event may the
3 penalty for any offense exceed \$10,000. All accounts
4 collected shall be deposited with the Treasurer to the credit
5 of the Division of ~~Florida Land Sales~~, Condominiums,
6 Timeshare, and Mobile Homes Trust Fund.

7 2.a. If a regulated party fails to pay a penalty, the
8 division shall thereupon issue an order directing that such
9 regulated party cease and desist from further operation until
10 such time as the penalty is paid; or the division may pursue
11 enforcement of the penalty in a court of competent
12 jurisdiction.

13 b. If an association or managing entity fails to pay a
14 civil penalty, the division may pursue enforcement in a court
15 of competent jurisdiction.

16 (f) In order to permit the regulated party an
17 opportunity either to appeal such decision administratively or
18 to seek relief in a court of competent jurisdiction, the order
19 imposing the penalty or the cease and desist order shall not
20 become effective until 20 days after the date of such order.

21 (g) Any action commenced by the division shall be
22 brought in the county in which the division has its executive
23 offices or in the county where the violation occurred.

24 (h) Notice to any regulated party shall be complete
25 when delivered by United States mail, return receipt
26 requested, to the party's address currently on file with the
27 division or to such other address at which the division is
28 able to locate the party. Every regulated party has an
29 affirmative duty to notify the division of any change of
30 address at least 5 business days prior to such change.

31 (6) The division has authority to adopt rules pursuant

Amendment No. ____ (for drafter's use only)

1 to ss. 120.536(1) and 120.54 to implement and enforce the
2 provisions of this chapter.

3 (7)(a) The use of any unfair or deceptive act or
4 practice by any person in connection with the sales or other
5 operations of an exchange program or timeshare plan is a
6 violation of this chapter.

7 (b) Any violation of the Florida Deceptive and Unfair
8 Trade Practices Act, ss. 501.201 et seq., relating to the
9 creation, promotion, sale, operation, or management of any
10 timeshare plan shall also be a violation of this chapter.

11 (c) The division is authorized to institute
12 proceedings against any such person and take any appropriate
13 action authorized in this section in connection therewith,
14 notwithstanding any remedies available to purchasers.

15 (8) The failure of any person to comply with any order
16 of the division is a violation of this chapter.

17 Section 91. Section 721.28, Florida Statutes, is
18 amended to read:

19 721.28 Division of ~~Florida Land Sales~~, Condominiums,
20 Timeshare, and Mobile Homes Trust Fund.--All funds collected
21 by the division and any amounts paid as fees or penalties
22 under this chapter shall be deposited in the State Treasury to
23 the credit of the Division of ~~Florida Land Sales~~,
24 Condominiums, Timeshare, and Mobile Homes Trust Fund created
25 by s. 718.509 ~~498.019~~.

26 Section 92. Paragraph (c) of subsection (1) of section
27 721.301, Florida Statutes, is amended to read:

28 721.301 Florida Timesharing, Vacation Club, and
29 Hospitality Program.--

30 (1)

31 (c) The director may designate funds from the Division

Amendment No. ____ (for drafter's use only)

1 of ~~Florida Land Sales, Condominiums, Timeshare,~~ and Mobile
2 Homes Trust Fund, not to exceed \$50,000 annually, to support
3 the projects and proposals undertaken pursuant to paragraph
4 (b). All state trust funds to be expended pursuant to this
5 section must be matched equally with private moneys and shall
6 comprise no more than half of the total moneys expended
7 annually.

8 Section 93. Section 721.50, Florida Statutes, is
9 amended to read:

10 721.50 Short title.--This part may be cited as the
11 "McAllister Act" in recognition and appreciation for the years
12 of extraordinary and insightful contributions by Mr. Bryan C.
13 McAllister, Examinations Supervisor, former Division of
14 Florida Land Sales, Condominiums, and Mobile Homes.

15 Section 94. Subsection (10) of section 721.82, Florida
16 Statutes, is amended to read:

17 721.82 Definitions.--As used in this part, the term:

18 (10) "Registered agent" means an agent duly appointed
19 ~~by the obligor~~ under s. 721.84 for the purpose of accepting
20 all notices and service of process under this part for the
21 obligor. A registered agent may be an individual resident in
22 this state whose business office qualifies as a registered
23 office, or a domestic or foreign corporation or a
24 not-for-profit corporation as defined in chapter 617
25 authorized to transact business or to conduct its affairs in
26 this state, whose business office qualifies as a registered
27 office. A registered agent for any obligor may not be the
28 lienholder or the attorney for the lienholder.

29 Section 95. Subsection (5) of section 721.84, Florida
30 Statutes, is amended, present subsections (6) and (7) are
31 renumbered as subsections (9) and (10), respectively, and new

Amendment No. ____ (for drafter's use only)

1 subsections (6), (7), and (8) are added to that section, to
2 read:

3 721.84 Appointment of a registered agent; duties.--

4 (5) A registered agent may resign his or her agency
5 appointment for any obligor for which he or she serves as
6 registered agent, provided that:

7 (a) The resigning registered agent executes a written
8 statement of resignation that identifies himself or herself
9 and the street address of his or her registered office, and
10 identifies the obligors affected by his or her resignation;

11 (b)1. A successor registered agent is appointed by the
12 resigning registered agent and such successor registered agent
13 executes an acceptance of appointment as successor registered
14 agent and satisfies all of the requirements of subsection (1);
15 or-

16 2. The registered agent provides 120 days' prior
17 written notice to the mortgagee as to the mortgage lien and to
18 the owners' association of the timeshare plan as to the
19 assessment lien of its intent to deliver the statement of
20 resignation. Prior to the effective date of termination of the
21 resigning registered agent's agency and registered office, a
22 ~~The resigning registered agent may designate the successor~~
23 ~~registered agent; however, if the resigning registered agent~~
24 ~~fails to designate a successor registered agent or the~~
25 ~~designated successor registered agent fails to accept, the~~
26 successor registered agent for the affected obligors may be
27 designated by the mortgagee as to the mortgage lien and by the
28 owners' association of the timeshare plan as to the assessment
29 lien; and

30 (c)1. If a successor registered agent is appointed
31 under subparagraph (b)1., copies of the statement of

Amendment No. ____ (for drafter's use only)

1 resignation and acceptance of appointment as successor
2 registered agent are promptly mailed to the affected obligors
3 at the obligors' last designated address shown on the records
4 of the resigning registered agent and to the affected
5 lienholders; or-
6 2. If a resigning registered agent has previously
7 provided notice under subparagraph (b)2., a copy of the
8 statement of resignation is promptly mailed to the affected
9 obligors at the obligor's last designated address shown on the
10 records of the resigning registered agent and a copy of the
11 statement of resignation and a list of the obligors' last
12 designated addresses shown on the records of the resigning
13 registered agent are promptly mailed to the affected
14 lienholders.
15 (6) If a successor registered agent is appointed under
16 subparagraph (5)(b)1., the agency and registered office of the
17 resigning registered agent are terminated and the agency and
18 registered office of the successor registered agent are
19 effective as of the 10th day after the date on which the
20 statement of resignation and acceptance of appointment as
21 successor registered agent are received by the lienholder,
22 unless a longer period is provided in the statement of
23 resignation and acceptance of appointment as successor
24 registered agent.
25 (7) If a resigning registered agent has previously
26 provided notice under subparagraph (5)(b)2. and a successor
27 registered agent is not designated or the designated successor
28 registered agent fails to accept the appointment as registered
29 agent, the agency and registered office of the resigning
30 registered agent are terminated effective as of the 10th day
31 after the date on which the statement of resignation and list

Amendment No. ____ (for drafter's use only)

1 of obligors required by subparagraph (5)(c)2. are received by
2 the lienholder, unless a longer period is provided in the
3 statement of resignation. After the effective date of the
4 termination of the agency and registered office of the
5 resigning registered agent, if no successor registered agent
6 exists, the affected lienholders must mail any notice or
7 document required to be delivered by a lienholder to the
8 obligor by first class mail if the obligor's address is within
9 the United States, and by international air mail if the
10 obligor's address is outside the United States, with postage
11 fees prepaid to the obligor at the obligor's last designated
12 address as shown on the records of the resigning registered
13 agent. If such notice or document requires service of process
14 on persons outside the United States, such service of process
15 shall be accomplished by any internationally agreed means
16 reasonably calculated to give notice. Whenever no successor
17 registered agent exists, a successor registered agent for the
18 affected obligors may be designated by the mortgagee as to the
19 mortgage lien and by the owners' association of the timeshare
20 plan as to the assessment lien.

21 (8) If a successor registered agent is appointed under
22 subparagraph (5)(b)2. or under subsection (7), copies of the
23 acceptance of appointment as successor registered agent must
24 be promptly mailed, by the mortgagee as to a registered agent
25 appointed by the mortgagee as to the mortgage lien, and by the
26 owners' association of the timeshare plan as to the assessment
27 lien, to the affected obligors at the obligor's last address
28 shown on the records of the resigning registered agent. The
29 agency and registered office of the successor registered agent
30 are effective as of the date provided in the acceptance of
31 appointment.

Amendment No. ____ (for drafter's use only)

1 Section 96. Subsection (1) of section 723.003, Florida
2 Statutes, is amended to read:

3 723.003 Definitions.--As used in this chapter, the
4 following words and terms have the following meanings unless
5 clearly indicated otherwise:

6 (1) The term "division" means the Division of ~~Florida~~
7 ~~Land Sales~~, Condominiums, Timeshare, and Mobile Homes of the
8 Department of Business and Professional Regulation.

9 Section 97. Paragraph (e) of subsection (5) of section
10 723.006, Florida Statutes, is amended to read:

11 723.006 Powers and duties of division.--In performing
12 its duties, the division has the following powers and duties:

13 (5) Notwithstanding any remedies available to mobile
14 home owners, mobile home park owners, and homeowners'
15 associations, if the division has reasonable cause to believe
16 that a violation of any provision of this chapter or any rule
17 promulgated pursuant hereto has occurred, the division may
18 institute enforcement proceedings in its own name against a
19 developer, mobile home park owner, or homeowners' association,
20 or its assignee or agent, as follows:

21 (e)1. The division may impose a civil penalty against
22 a mobile home park owner or homeowners' association, or its
23 assignee or agent, for any violation of this chapter, a
24 properly promulgated park rule or regulation, or a rule or
25 regulation promulgated pursuant hereto. A penalty may be
26 imposed on the basis of each separate violation and, if the
27 violation is a continuing one, for each day of continuing
28 violation, but in no event may the penalty for each separate
29 violation or for each day of continuing violation exceed
30 \$5,000. All amounts collected shall be deposited with the
31 Treasurer to the credit of the Division of ~~Florida Land Sales~~,

Amendment No. ____ (for drafter's use only)

1 Condominiums, Timeshare, and Mobile Homes Trust Fund.

2 2. If a violator fails to pay the civil penalty, the
3 division shall thereupon issue an order directing that such
4 violator cease and desist from further violation until such
5 time as the civil penalty is paid or may pursue enforcement of
6 the penalty in a court of competent jurisdiction. If a
7 homeowners' association fails to pay the civil penalty, the
8 division shall thereupon pursue enforcement in a court of
9 competent jurisdiction, and the order imposing the civil
10 penalty or the cease and desist order shall not become
11 effective until 20 days after the date of such order. Any
12 action commenced by the division shall be brought in the
13 county in which the division has its executive offices or in
14 which the violation occurred.

15 Section 98. Section 723.0065, Florida Statutes, is
16 amended to read:

17 723.0065 Public records exemption; findings.--The
18 Legislature, in narrowing the existing public records
19 exemption pursuant to s. 1, chapter 94-78, Laws of Florida,
20 finds that a public necessity exists to keep confidential and
21 retain the public records exemption for financial records of
22 mobile home park owners acquired by the division of ~~Florida~~
23 ~~Land Sales, Condominiums, and Mobile Homes~~ when performing its
24 duties under the Florida Mobile Home Act unless the mobile
25 home park owner has violated the provisions of this chapter.
26 In that case, only those financial records that are
27 specifically relevant to the finding of violation should be
28 released. If it were otherwise, the division would encounter
29 difficulties in procuring such proprietary information which
30 would impede the effective and efficient performance of the
31 division's public duties. Additionally, release of such

Amendment No. ____ (for drafter's use only)

1 proprietary information would harm the business interests of
2 innocent mobile home park owners to the advantage of
3 competitors and potential purchasers. Effective monitoring of
4 the division's performance of its duties can be conducted
5 without access to these records, and these records are
6 otherwise available pursuant to a civil complaint as
7 envisioned by the act. Accordingly, the public good served by
8 access to financial records of a mobile home park owner who
9 has not violated the provisions of this chapter is outweighed
10 by the interference with division investigations and the
11 private harm that could be caused by allowing such access.

12 Section 99. Section 723.009, Florida Statutes, is
13 amended to read:

14 723.009 Division of ~~Florida Land Sales~~, Condominiums,
15 Timeshare, and Mobile Homes Trust Fund.--All proceeds from the
16 fees, penalties, and fines imposed pursuant to this chapter
17 shall be deposited into the Division of ~~Florida Land Sales~~,
18 Condominiums, Timeshare, and Mobile Homes Trust Fund created
19 by s. 718.509 ~~498.019~~. Moneys in this fund, as appropriated
20 by the Legislature pursuant to chapter 216, may be used to
21 defray the expenses incurred by the division in administering
22 the provisions of this chapter.

23 Section 100. Subsection (2) of section 73.073, Florida
24 Statutes, is amended to read:

25 73.073 Eminent domain procedure with respect to
26 condominium common elements.--

27 (2) With respect to the exercise of eminent domain or
28 a negotiated sale for the purchase or taking of a portion of
29 the common elements of a condominium, the condemning authority
30 shall have the responsibility of contacting the condominium
31 association and acquiring the most recent rolls indicating the

Amendment No. ____ (for drafter's use only)

1 names of the unit owners or contacting the appropriate taxing
2 authority to obtain the names of the owners of record on the
3 tax rolls. Notification shall thereupon be sent by certified
4 mail, return receipt requested, to the unit owners of record
5 of the condominium units by the condemning authority
6 indicating the intent to purchase or take the required
7 property and requesting a response from the unit owner. The
8 condemning authority shall be responsible for the expense of
9 sending notification pursuant to this section. Such notice
10 shall, at a minimum, include:

11 (a) The name and address of the condemning authority.

12 (b) A written or visual description of the property.

13 (c) The public purpose for which the property is
14 needed.

15 (d) The appraisal value of the property.

16 (e) A clear, concise statement relating to the unit
17 owner's right to object to the taking or appraisal value and
18 the procedures and effects of exercising that right.

19 (f) A clear, concise statement relating to the power
20 of the association to convey the property on behalf of the
21 unit owners if no objection to the taking or appraisal value
22 is raised, and the effects of this alternative on the unit
23 owner.

24
25 The Division of ~~Florida Land Sales~~, Condominiums, Timeshare,
26 and Mobile Homes of the Department of Business and
27 Professional Regulation may adopt, by rule, a standard form
28 for such notice and may require the notice to include any
29 additional relevant information.

30 Section 101. Paragraph (e) of subsection (6) of
31 section 192.037, Florida Statutes, is amended to read:

Amendment No. ____ (for drafter's use only)

1 192.037 Fee timeshare real property; taxes and
2 assessments; escrow.--

3 (6)

4 (e) On or before May 1 of each year, a statement of
5 receipts and disbursements of the escrow account must be filed
6 with the Division of ~~Florida Land Sales, Condominiums,~~
7 Timeshare, and Mobile Homes of the Department of Business and
8 Professional Regulation, which may enforce this paragraph
9 pursuant to s. 721.26. This statement must appropriately show
10 the amount of principal and interest in such account.

11 Section 102. Paragraph (i) of subsection (7) of
12 section 213.053, Florida Statutes, is amended to read:

13 213.053 Confidentiality and information sharing.--

14 (7) Notwithstanding any other provision of this
15 section, the department may provide:

16 (i) Information relative to chapters 212 and 326 to
17 the ~~Division of Florida Land Sales, Condominiums, and Mobile~~
18 ~~Homes of the~~ Department of Business and Professional
19 Regulation in the conduct of its official duties.

20
21 Disclosure of information under this subsection shall be
22 pursuant to a written agreement between the executive director
23 and the agency. Such agencies, governmental or
24 nongovernmental, shall be bound by the same requirements of
25 confidentiality as the Department of Revenue. Breach of
26 confidentiality is a misdemeanor of the first degree,
27 punishable as provided by s. 775.082 or s. 775.083.

28 Section 103. Paragraph (w) of subsection (4) of
29 section 215.20, Florida Statutes, is amended to read:

30 215.20 Certain income and certain trust funds to
31 contribute to the General Revenue Fund.--

Amendment No. ____ (for drafter's use only)

1 (4) The income of a revenue nature deposited in the
2 following described trust funds, by whatever name designated,
3 is that from which the deductions authorized by subsection (3)
4 shall be made:

5 (w) The Division of ~~Florida Land Sales~~, Condominiums,
6 Timeshare, and Mobile Homes Trust Fund established pursuant to
7 s. 718.509 ~~498.019~~.

8
9 The enumeration of the foregoing moneys or trust funds shall
10 not prohibit the applicability thereto of s. 215.24 should the
11 Governor determine that for the reasons mentioned in s. 215.24
12 the money or trust funds should be exempt herefrom, as it is
13 the purpose of this law to exempt income from its force and
14 effect when, by the operation of this law, federal matching
15 funds or contributions or private grants to any trust fund
16 would be lost to the state.

17 Section 104. Paragraph (a) of subsection (4) of
18 section 380.0651, Florida Statutes, is amended to read:

19 380.0651 Statewide guidelines and standards.--

20 (4) Two or more developments, represented by their
21 owners or developers to be separate developments, shall be
22 aggregated and treated as a single development under this
23 chapter when they are determined to be part of a unified plan
24 of development and are physically proximate to one other.

25 (a) The criteria of two of the following subparagraphs
26 must be met in order for the state land planning agency to
27 determine that there is a unified plan of development:

28 1.a. The same person has retained or shared control of
29 the developments;

30 b. The same person has ownership or a significant
31 legal or equitable interest in the developments; or

Amendment No. ____ (for drafter's use only)

1 c. There is common management of the developments
2 controlling the form of physical development or disposition of
3 parcels of the development.

4 2. There is a reasonable closeness in time between the
5 completion of 80 percent or less of one development and the
6 submission to a governmental agency of a master plan or series
7 of plans or drawings for the other development which is
8 indicative of a common development effort.

9 3. A master plan or series of plans or drawings exists
10 covering the developments sought to be aggregated which have
11 been submitted to a local general-purpose government, water
12 management district, the Florida Department of Environmental
13 Protection, or the Division of ~~Florida Land Sales,~~
14 Condominiums, Timeshare, and Mobile Homes for authorization to
15 commence development. The existence or implementation of a
16 utility's master utility plan required by the Public Service
17 Commission or general-purpose local government or a master
18 drainage plan shall not be the sole determinant of the
19 existence of a master plan.

20 4. The voluntary sharing of infrastructure that is
21 indicative of a common development effort or is designated
22 specifically to accommodate the developments sought to be
23 aggregated, except that which was implemented because it was
24 required by a local general-purpose government; water
25 management district; the Department of Environmental
26 Protection; the Division of ~~Florida Land Sales,~~ Condominiums,
27 Timeshare, and Mobile Homes; or the Public Service Commission.

28 5. There is a common advertising scheme or promotional
29 plan in effect for the developments sought to be aggregated.

30 Section 105. Subsection (5) of section 455.116,
31 Florida Statutes, is amended to read:

Amendment No. ____ (for drafter's use only)

1 455.116 Regulation trust funds.--The following trust
2 funds shall be placed in the department:

3 (5) Division of ~~Florida Land Sales~~, Condominiums,
4 Timeshare, and Mobile Homes Trust Fund.

5 Section 106. Section 475.455, Florida Statutes, is
6 amended to read:

7 475.455 Exchange of disciplinary information.--The
8 commission shall inform the Division of ~~Florida Land Sales~~,
9 Condominiums, Timeshare, and Mobile Homes of the Department of
10 Business and Professional Regulation of any disciplinary
11 action the commission has taken against any of its licensees.
12 The division shall inform the commission of any disciplinary
13 action the division has taken against any broker or
14 salesperson registered with the division.

15 Section 107. Section 509.512, Florida Statutes, is
16 amended to read:

17 509.512 Timeshare plan developer and exchange company
18 exemption.--Sections 509.501-509.511 do not apply to a
19 developer of a timeshare plan or an exchange company approved
20 by the Division of ~~Florida Land Sales~~, Condominiums,
21 Timeshare, and Mobile Homes pursuant to chapter 721, but only
22 to the extent that the developer or exchange company engages
23 in conduct regulated under chapter 721.

24 Section 108. Subsection (1) of section 559.935,
25 Florida Statutes, is amended to read:

26 559.935 Exemptions.--

27 (1) This part does not apply to:

28 (a) A bona fide employee of a seller of travel who is
29 engaged solely in the business of her or his employer;

30 (b) Any direct common carrier of passengers or
31 property regulated by an agency of the Federal Government or

Amendment No. ____ (for drafter's use only)

1 employees of such carrier when engaged solely in the
2 transportation business of the carrier as identified in the
3 carrier's certificate;

4 (c) An intrastate common carrier of passengers or
5 property selling only transportation as defined in the
6 applicable state or local registration or certification, or
7 employees of such carrier when engaged solely in the
8 transportation business of the carrier;

9 (d) Hotels, motels, or other places of public
10 accommodation selling public accommodations, or employees of
11 such hotels, motels, or other places of public accommodation,
12 when engaged solely in making arrangements for lodging,
13 accommodations, or sightseeing tours within the state, or
14 taking reservations for the traveler with times, dates,
15 locations, and accommodations certain at the time the
16 reservations are made, provided that hotels and motels
17 registered with the Department of Business and Professional
18 Regulation pursuant to chapter 509 are excluded from the
19 provisions of this chapter;

20 (e) Persons involved solely in the rental, leasing, or
21 sale of residential property;

22 (f) Persons involved solely in the rental, leasing, or
23 sale of transportation vehicles;

24 (g) Persons who make travel arrangements for
25 themselves; for their employees or agents; for distributors,
26 franchisees, or dealers of the persons' products or services;
27 for entities which are financially related to the persons; or
28 for the employees or agents of the distributor, franchisee, or
29 dealer or financially related entity;

30 (h) A developer of a timeshare plan or an exchange
31 company approved by the Division of ~~Florida Land Sales,~~

Amendment No. ____ (for drafter's use only)

1 Condominiums, Timeshare, and Mobile Homes pursuant to chapter
2 721, but only to the extent that the developer or exchange
3 company engages in conduct regulated under chapter 721; or

4 (i) Persons or entities engaged solely in offering
5 diving services, including classes and sales or rentals of
6 equipment, when engaged in making any prearranged
7 travel-related or tourist-related services in conjunction with
8 a primarily dive-related event.

9 Section 109. Effective July 1, 2001, subsection (2) of
10 section 468.452, Florida Statutes, is amended to read:

11 468.452 Definitions.--For purposes of this part, the
12 term:

13 (2) "Athlete agent" means a person who, directly or
14 indirectly, recruits or solicits a student athlete to enter
15 into an agent contract, or who, for any type of financial
16 gain, procures, offers, promises, or attempts to obtain
17 employment or promotional fees or benefits for a student
18 athlete with a professional sports team or as a professional
19 athlete, or with any promoter who markets or attempts to
20 market the student athlete's athletic ability or athletic
21 reputation. This term includes all employees and other persons
22 acting on behalf of an athlete agent who participate in the
23 activities included under this subsection. The term does not
24 include a spouse, parent, sibling, grandparent, or guardian of
25 the student-athlete or an individual acting solely on behalf
26 of a professional sports team or professional sports
27 organization.

28 Section 110. Effective July 1, 2001, section 468.453,
29 Florida Statutes, is amended to read:

30 468.453 Licensure required; qualifications;
31 examination; bond; exception; license nontransferable.--

Amendment No. ____ (for drafter's use only)

1 (1) Any person who practices as an athlete agent in
2 this state must be licensed pursuant to this part.

3 (2) A person shall be licensed as an athlete agent if
4 the applicant:

5 (a) Is at least 18 years of age.

6 (b) Is of good moral character.

7 ~~(c) Passes an examination provided by the department~~
8 ~~which tests the applicant's proficiency to practice as an~~
9 ~~athlete agent, including, but not limited to, knowledge of the~~
10 ~~laws and rules of this state relating to athlete agents, this~~
11 ~~part, and chapter 455.~~

12 (c)~~(d)~~ Has completed the application form and remitted
13 an application fee not to exceed \$500, ~~an examination fee not~~
14 ~~to exceed the actual cost for the examination plus \$500,~~an
15 active licensure fee not to exceed \$2,000, and all other
16 applicable fees provided for in this part or in chapter 455.

17 (d)~~(e)~~ Has submitted to the department a fingerprint
18 card for a criminal history records check. The fingerprint
19 card shall be forwarded to the Division of Criminal Justice
20 Information Systems within the Department of Law Enforcement
21 for purposes of processing the fingerprint card to determine
22 if the applicant has a criminal history record. The
23 fingerprint card shall also be forwarded to the Federal Bureau
24 of Investigation for purposes of processing the fingerprint
25 card to determine if the applicant has a criminal history
26 record. The information obtained by the processing of the
27 fingerprint card by the Florida Department of Law Enforcement
28 and the Federal Bureau of Investigation shall be sent to the
29 department for the purpose of determining if the applicant is
30 statutorily qualified for licensure.

31 (e)~~(f)~~ Has not in any jurisdiction, within the

Amendment No. ____ (for drafter's use only)

1 preceding 5 years, been convicted or found guilty of or
2 entered a plea of nolo contendere for, regardless of
3 adjudication, a crime which relates to the applicant's
4 practice or ability to practice as an athlete agent.

5 ~~(g) Has posted with the department a \$15,000 surety~~
6 ~~bond issued by an insurance company authorized to do business~~
7 ~~in this state. The bond shall be in favor of the State of~~
8 ~~Florida, Department of Business and Professional Regulation,~~
9 ~~for the use and benefit of any student athlete or college or~~
10 ~~university within Florida who or which is injured or damaged,~~
11 ~~including reasonable costs and attorney's fees, as a result of~~
12 ~~acts or omissions by the athlete agent pursuant to a license~~
13 ~~issued under this part. The bond shall be written in the form~~
14 ~~determined by the department. The bond shall provide that the~~
15 ~~athlete agent is responsible for the acts or omissions of any~~
16 ~~representatives acting under the athlete agent's supervision~~
17 ~~or authority. The bond shall be in effect for and cover all~~
18 ~~times that the athlete agent has an active license and~~
19 ~~conducts business pursuant to that license in this or any~~
20 ~~other state.~~

21 (3) An unlicensed individual may act as an athlete
22 agent if:

23 (a) A student-athlete or person acting on the
24 athlete's behalf initiates communication with the individual;
25 and

26 (b) Within 7 days after an initial act as an athlete
27 agent, the individual submits an application for licensure.

28 ~~Members of The Florida Bar are exempt from the state laws and~~
29 ~~rules component, and the fee for such, of the examination~~
30 ~~required by this section.~~

31 (4) A license issued to an athlete agent is not

Amendment No. ____ (for drafter's use only)

1 transferable.

2 (5) By acting as an athlete agent in this state, a
3 nonresident individual appoints the department as the
4 individual's agent for service of process in any civil action
5 related to the individual's acting as an athlete agent.

6 (6) The department may issue a temporary license while
7 an application for licensure is pending. If the department
8 issues a notice of intent to deny the license application, the
9 initial temporary license expires and may not be extended
10 during any proceeding or administrative or judicial review.

11 Section 111. Effective July 1, 2001, section 468.454,
12 Florida Statutes, is amended to read:

13 468.454 Contracts.--

14 (1) An agent contract must be in a record, signed, or
15 otherwise authenticated by the parties.

16 (2) An agent contract must state:

17 (a) The amount and method of calculating the
18 consideration to be paid by the student-athlete for services
19 to be provided by the athlete agent and any other
20 consideration the agent has received or will receive from any
21 other source under the contract;

22 (b) The name of any person not listed in the licensure
23 application who will be compensated because the
24 student-athlete signed the agent contract;

25 (c) A description of any expenses that the
26 student-athlete agrees to reimburse;

27 (d) A description of the services to be provided to
28 the student-athlete;

29 (e) The duration of the contract; and

30 (f) The date of execution.

31 (3) An agent contract must contain, in close proximity

Amendment No. ____ (for drafter's use only)

1 to the signature of the student-athlete, a conspicuous notice
2 in boldface type in capital letters stating:

3
4 WARNING TO STUDENT-ATHLETE

5
6 IF YOU SIGN THE CONTRACT:

7 1. YOU MAY LOSE YOUR ELIGIBILITY TO COMPETE AS
8 A STUDENT-ATHLETE IN YOUR SPORT;

9 2. IF YOU HAVE AN ATHLETIC DIRECTOR, WITHIN 72
10 HOURS AFTER ENTERING INTO THE CONTRACT, YOU AND
11 YOUR ATHLETE AGENT MUST NOTIFY YOUR ATHLETIC
12 DIRECTOR; AND

13 3. YOU MAY CANCEL THIS CONTRACT WITHIN 14 DAYS
14 AFTER SIGNING IT. HOWEVER, CANCELLATION OF THIS
15 CONTRACT MAY NOT REINSTATE YOUR ELIGIBILITY.

16
17 (4) An agent contract that does not conform to this
18 section is voidable by the student-athlete. If a
19 student-athlete voids an agent contract, the student-athlete
20 is not required to pay any consideration or return any
21 consideration received from the athlete agent to induce the
22 student-athlete to enter into the contract.

23 (5) The athlete agent shall give a record of the
24 signed or authenticated agent contract to the student-athlete
25 at the time of execution.

26 (6) Within 72 hours after entering into an agent
27 contract or before the next scheduled athletic event in which
28 the student-athlete may participate, whichever occurs first,
29 the athlete agent must give notice in a record of the
30 existence of the contract to the athletic director of the
31 educational institution at which the student-athlete is

Amendment No. ____ (for drafter's use only)

1 enrolled or the athlete agent has reasonable grounds to
2 believe the student-athlete intends to enroll.

3 (7) Within 72 hours after entering into an agent
4 contract or before the next athletic event in which the
5 student-athlete may participate, whichever occurs first, the
6 student-athlete must inform the athletic director of the
7 educational institution at which the student-athlete is
8 enrolled that he or she has entered into an agent contract.

9 (8) A student-athlete may cancel an agent contract by
10 giving notice of the cancellation to the athlete agent in a
11 record within 14 days after the contract is signed.

12 (9) A student-athlete may not waive the right to
13 cancel an agent contract.

14 (10) If a student-athlete cancels an agent contract,
15 the student-athlete is not required to pay any consideration
16 or return any consideration received from the athlete agent to
17 induce the student-athlete to enter into the contract.

18 ~~(1) An athlete agent and a student athlete who enter~~
19 ~~into an agent contract must provide written notice of the~~
20 ~~contract to the athletic director or the president of the~~
21 ~~college or university in which the student athlete is~~
22 ~~enrolled. The athlete agent and the student must give the~~
23 ~~notice before the contracting student athlete practices or~~
24 ~~participates in any intercollegiate athletic event or within~~
25 ~~72 hours after entering into said contract, whichever comes~~
26 ~~first. Failure of the athlete agent to provide this~~
27 ~~notification is a felony of the third degree, punishable as~~
28 ~~provided in ss. 775.082, 775.083, 775.084, 775.089, and~~
29 ~~775.091.~~

30 ~~(2) A written contract between a student athlete and~~
31 ~~an athlete agent must state the fees and percentages to be~~

Amendment No. ____ (for drafter's use only)

1 ~~paid by the student athlete to the agent and must have a~~
2 ~~notice printed near the student athlete's signature containing~~
3 ~~the following statement in 10-point boldfaced type:~~

4 ~~"WARNING TO THE STUDENT ATHLETE: WHEN YOU SIGN THIS~~
5 ~~CONTRACT, YOU WILL LIKELY IMMEDIATELY LOSE YOUR ELIGIBILITY TO~~
6 ~~COMPETE IN INTERCOLLEGIATE ATHLETICS. TO AVOID CRIMINAL~~
7 ~~PROSECUTION YOU MUST GIVE WRITTEN NOTICE THAT YOU HAVE ENTERED~~
8 ~~INTO THIS CONTRACT TO THE ATHLETIC DIRECTOR OR PRESIDENT OF~~
9 ~~YOUR COLLEGE OR UNIVERSITY WITHIN 72 HOURS AFTER ENTERING INTO~~
10 ~~THIS CONTRACT OR PRIOR TO PARTICIPATING IN INTERCOLLEGIATE~~
11 ~~ATHLETICS, WHICHEVER COMES FIRST. FAILURE TO PROVIDE THIS~~
12 ~~NOTICE IS A CRIMINAL OFFENSE. DO NOT SIGN THIS CONTRACT UNTIL~~
13 ~~YOU HAVE READ IT AND FILLED IN ANY BLANK SPACES. YOU MAY~~
14 ~~CANCEL THIS CONTRACT BY NOTIFYING THE ATHLETE AGENT IN WRITING~~
15 ~~OF YOUR DESIRE TO CANCEL NOT LATER THAN THE 15TH DAY AFTER THE~~
16 ~~DATE YOU SIGN THIS CONTRACT. HOWEVER, EVEN IF YOU CANCEL THIS~~
17 ~~CONTRACT, THE INTERCOLLEGIATE ATHLETIC ASSOCIATION OR~~
18 ~~CONFERENCE TO WHICH YOUR COLLEGE OR UNIVERSITY BELONGS MAY NOT~~
19 ~~RESTORE YOUR ELIGIBILITY TO PARTICIPATE IN INTERCOLLEGIATE~~
20 ~~ATHLETICS."~~

21 ~~(3) An agent contract which does not meet the~~
22 ~~requirements of this section is void and unenforceable.~~

23 ~~(4) Within 15 days after the date the athletic~~
24 ~~director or president of the college or university of the~~
25 ~~student athlete receives the notice required by this section~~
26 ~~that a student athlete has entered into an athlete agent~~
27 ~~contract, the student athlete shall have the right to rescind~~
28 ~~the contract with the athlete agent by giving written notice~~
29 ~~to the athlete agent of the student athlete's rescission of~~
30 ~~the contract. The student athlete may not under any~~
31 ~~circumstances waive the student athlete's right to rescind the~~

Amendment No. ____ (for drafter's use only)

1 ~~agent contract.~~

2 ~~(5) A postdated agent contract is void and~~
3 ~~unenforceable.~~

4 (11)~~(6)~~ An athlete agent shall not enter into an agent
5 contract that purports to or takes effect at a future time
6 after the student athlete no longer has remaining eligibility
7 to participate in intercollegiate athletics. Such a contract
8 is void and unenforceable.

9 (12)~~(7)~~ An agent contract between a student athlete
10 and a person not licensed under this part is void and
11 unenforceable.

12 Section 112. Effective July 1, 2001, subsection (3) of
13 section 468.456, Florida Statutes, is amended to read:

14 468.456 Prohibited acts.--

15 (3) When the department finds any person guilty of any
16 of the prohibited acts set forth in subsection (1), the
17 department may enter an order imposing one or more of the
18 penalties provided for in s. 455.227, and an administrative
19 fine not to exceed \$25,000 for each separate offense. In
20 addition to any other penalties or disciplinary actions
21 provided for in this part, the department shall suspend or
22 revoke the license of any athlete agent licensed under this
23 part who violates paragraph (1)(f) or paragraph (1)(o) or s.
24 468.45615.

25 Section 113. Effective July 1, 2001, subsection (4) is
26 added to section 468.45615, Florida Statutes, to read:

27 468.45615 Provision of illegal inducements to athletes
28 prohibited; penalties; license suspension.--

29 (4)(a) An athlete agent, with the intent to induce a
30 student-athlete to enter into an agent contract, may not:

31 1. Give any materially false or misleading information

Amendment No. ____ (for drafter's use only)

1 or make a materially false promise or representation;
2 2. Furnish anything of value to a student-athlete
3 before the student-athlete enters into the agent contract; or
4 3. Furnish anything of value to any individual other
5 than the student-athlete or another athlete agent.
6 (b) An athlete agent may not intentionally:
7 1. Initiate contact with a student-athlete unless
8 licensed under this part;
9 2. Refuse or fail to retain or permit inspection of
10 the records required to be retained by s. 468.4565;
11 3. Provide materially false or misleading information
12 in an application for licensure;
13 4. Predate or postdate an agent contract;
14 5. Fail to give notice of the existence of an agent
15 contract as required by s. 468.454(6); or
16 6. Fail to notify a student-athlete before the
17 student-athlete signs or otherwise authenticates an agent
18 contract for a sport that the signing or authentication may
19 make the student-athlete ineligible to participate as a
20 student-athlete in that sport.
21 (c) An athlete agent who violates this subsection
22 commits a felony of the second degree, punishable as provided
23 in s. 775.082, s. 775.083, or s. 775.084.
24 Section 114. Effective July 1, 2001, section 468.4562,
25 Florida Statutes, is amended to read:
26 468.4562 Civil action by institution.--
27 (1) A college or university may sue for damages, as
28 provided by this section, any person who violates this part.
29 A college or university may seek equitable relief to prevent
30 or minimize harm arising from acts or omissions which are or
31 would be a violation of this part.

Amendment No. ____ (for drafter's use only)

1 (2) For purposes of this section, a college or
2 university is damaged if, because of activities of the person,
3 the college or university is penalized, ~~or is~~ disqualified, or
4 suspended from participation in intercollegiate athletics by a
5 national association for the promotion and regulation of
6 intercollegiate athletics, ~~or~~ by an intercollegiate athletic
7 conference or by reasonable self-imposed disciplinary action
8 taken to mitigate sanctions likely to be imposed by such
9 organization and, because of that penalty, disqualification,
10 ~~or~~ suspension, or action the institution:

11 (a) Loses revenue from media coverage of a sports
12 contest;

13 (b) Loses the right to grant an athletic scholarship;

14 (c) Loses the right to recruit an athlete;

15 (d) Is prohibited from participating in postseason
16 athletic competition;

17 (e) Forfeits an athletic contest; or

18 (f) Otherwise suffers an adverse financial impact.

19 (3) An institution that prevails in a suit brought
20 under this section may recover:

21 (a) Actual damages;

22 (b) Punitive damages;

23 (c) Treble damages;

24 (d) Court costs; and

25 (e) Reasonable attorney's fees.

26 (4) A right of action under this section does not
27 accrue until the educational institution discovers or by the
28 exercise of reasonable diligence would have discovered the
29 violation by the athlete agent or former student-athlete.

30 (5) Any liability of the athlete agent or the former
31 student-athlete under this section is several and not joint.

Amendment No. ____ (for drafter's use only)

1 (6) This part does not restrict rights, remedies, or
2 defenses of any person under law or equity.

3 Section 115. Effective July 1, 2001, subsection (1) of
4 section 468.4565, Florida Statutes, is amended to read:

5 468.4565 Business records requirement.--

6 (1) An athlete agent ~~who holds an active license and~~
7 ~~engages in business as an athlete agent~~ shall establish and
8 maintain complete financial and business records. The athlete
9 agent shall save each entry into a financial or business
10 record for at least 5 ~~4~~ years from the date of entry. These
11 records must include, but shall not be limited to:

12 (a) The name and address of each individual
13 represented by the athlete agent;

14 (b) Any agent contract entered into by the athlete
15 agent; and

16 (c) Any direct costs incurred by the athlete agent in
17 the recruitment or solicitation of a student-athlete to enter
18 into an agent contract.

19 Section 116. Effective July 1, 2001, sections 468.4563
20 and 468.4564, Florida Statutes, are repealed.

21 Section 117. Section 702.09, Florida Statutes, is
22 amended to read:

23 702.09 Definitions.--For the purposes of ss. 702.07
24 and 702.08 the words "decree of foreclosure" shall include a
25 judgment or order rendered or passed in the foreclosure
26 proceedings in which the decree of foreclosure shall be
27 rescinded, vacated, and set aside; the word "mortgage" shall
28 mean any written instrument securing the payment of money or
29 advances and shall include liens to secure payment of
30 assessments arising under chapters 718, 719, and 720; the word
31 "debt" shall include promissory notes, bonds, and all other

Amendment No. ____ (for drafter's use only)

1 written obligations given for the payment of money; the words
2 "foreclosure proceedings" shall embrace every action in the
3 circuit or county courts of this state wherein it is sought to
4 foreclose a mortgage and sell the property covered by the
5 same; and the word "property" shall mean and include both real
6 and personal property.

7 Section 118. Paragraph (h) of subsection (4) and
8 subsection (5) of section 718.104, Florida Statutes, are
9 amended to read:

10 718.104 Creation of condominiums; contents of
11 declaration.--Every condominium created in this state shall be
12 created pursuant to this chapter.

13 (4) The declaration must contain or provide for the
14 following matters:

15 (h) If a developer reserves the right, in a
16 declaration recorded on or after July 1, 2000, to create a
17 multicondominium, the declaration must state, or provide a
18 specific formula for determining, the fractional or percentage
19 shares of liability for the common expenses of the association
20 and of ownership of the common surplus of the association to
21 be allocated to the units in each condominium to be operated
22 by the association. If a the declaration recorded on or after
23 July 1, 2000, for a condominium operated by a multicondominium
24 association, as originally recorded, fails to so provide, the
25 share of liability for the common expenses of the association
26 and of ownership of the common surplus of the association
27 allocated to each unit in each condominium operated by the
28 association shall be a fraction of the whole, the numerator of
29 which is the number "one" and the denominator of which is the
30 total number of units in all condominiums operated by the
31 association.

Amendment No. ____ (for drafter's use only)

1 (5) The declaration as originally recorded, or as
2 amended pursuant to the procedures provided therein, may
3 include covenants and restrictions concerning the use,
4 occupancy, and transfer of the units permitted by law with
5 reference to real property. With the exception of amendments
6 that materially modify unit appurtenances as provided in s.
7 718.110(4), amendments may be applied to owners of units
8 existing as of the effective date of the amendment. This
9 section is intended to clarify existing law and applies to
10 associations existing on the effective date of this act.
11 However, the rule against perpetuities shall not defeat a
12 right given any person or entity by the declaration for the
13 purpose of allowing unit owners to retain reasonable control
14 over the use, occupancy, and transfer of units.

15 Section 119. Paragraph (b) of subsection (2) of
16 section 718.106, Florida Statutes, is amended to read:
17 718.106 Condominium parcels; appurtenances; possession
18 and enjoyment.--

19 (2) There shall pass with a unit, as appurtenances
20 thereto:

21 (b) The exclusive right to use such portion of the
22 common elements as may be provided by the declaration,
23 including the right to transfer such right to other units or
24 unit owners to the extent authorized by the declaration as
25 originally recorded, or amendments to the declaration adopted
26 pursuant to the provisions contained therein under s.
27 718.110(2). Amendments to declarations of condominium
28 providing for the transfer of use rights with respect to
29 limited common elements are not amendments which materially
30 modify unit appurtenances as described in s. 718.110(4).
31 However, in order to be effective, the transfer of use rights

Amendment No. ____ (for drafter's use only)

1 with respect to limited common elements must be effectuated in
2 conformity with the procedures set forth in the declaration as
3 originally recorded or as amended. Further, such transfers
4 must be evidenced by a written instrument which must be
5 executed with the formalities of a deed and recorded in the
6 land records of the county in which the condominium is located
7 in order to be effective. Such instrument of transfer must
8 also specify the legal description of the unit which is
9 transferring use rights, as well as the legal description of
10 the unit obtaining the transfer of such rights. This section
11 is intended to clarify existing law and applies to
12 associations existing on the effective date of this act.

13 Section 120. Subsection (4) of section 718.110,
14 Florida Statutes, is amended to read:

15 718.110 Amendment of declaration; correction of error
16 or omission in declaration by circuit court.--

17 (4) Unless otherwise provided in the declaration as
18 originally recorded, no amendment may change the configuration
19 or size of any unit in any material fashion, materially alter
20 or modify the appurtenances to the unit, or change the
21 proportion or percentage by which the unit owner shares the
22 common expenses of the condominium and owns the common surplus
23 of the condominium unless the record owner of the unit and all
24 record owners of liens on the unit join in the execution of
25 the amendment and unless all the record owners of all other
26 units in the same condominium approve the amendment. The
27 acquisition of property by the association, and material
28 alterations or substantial additions to such property or the
29 common elements by the association in accordance with s.
30 718.111(7) or s. 718.113, amendments providing for the
31 transfer of use rights in limited common elements pursuant to

Amendment No. ____ (for drafter's use only)

1 s. 718.106(2)(b), and amendments restricting or modifying the
2 right to lease condominium units shall not be deemed to
3 constitute a material alteration or modification of the
4 appurtenances to the units. With the exception of amendments
5 that materially modify unit appurtenances as provided in this
6 section, amendments may be applied to owners of units existing
7 as of the effective date of the amendment. This section is
8 intended to clarify existing law and applies to associations
9 existing on the effective date of this act. A declaration
10 recorded after April 1, 1992, may not require the approval of
11 less than a majority of total voting interests of the
12 condominium for amendments under this subsection, unless
13 otherwise required by a governmental entity.

14 Section 121. Subsection (4), paragraph (a) of
15 subsection (7), and subsection (13) of section 718.111,
16 Florida Statutes, are amended to read:

17 718.111 The association.--

18 (4) ASSESSMENTS; MANAGEMENT OF COMMON ELEMENTS.--The
19 association has the power to make and collect assessments and
20 to lease, maintain, repair, and replace the common elements or
21 association property; however, the association may not charge
22 a use fee against a unit owner for the use of common elements
23 or association property unless otherwise provided for in the
24 declaration of condominium or by a majority vote of the
25 association or unless the charges relate to ~~expenses incurred~~
26 ~~by~~ an owner having exclusive use of the common elements or
27 association property.

28 (7) TITLE TO PROPERTY.--

29 (a) The association has the power to acquire title to
30 property or otherwise hold, convey, lease, and mortgage
31 association property for the use and benefit of its members.

Amendment No. ____ (for drafter's use only)

1 The power to acquire personal property shall be exercised by
2 the board of administration. Except as otherwise permitted in
3 subsections (8) and (9) and in s. 718.114, no association may
4 acquire, convey, ~~lease~~, or mortgage association real property
5 except in the manner provided in the declaration, and if the
6 declaration does not specify the procedure, then approval of
7 75 percent of the total voting interests shall be required.

8 (13) FINANCIAL REPORTING.--Within 90 days after the
9 end of the fiscal year, or annually on a date provided in the
10 bylaws, the association shall prepare and complete, or
11 contract for the preparation and completion of ~~cause to be~~
12 ~~prepared and completed by a third party~~, a financial report
13 for the preceding fiscal year. Within 21 days after the final
14 financial report is completed by the association or received
15 ~~by the association~~ from the third party, but in no event later
16 than 120 days after the end of the fiscal year, or such other
17 date as is provided in the bylaws, the association shall mail
18 to each unit owner at the address last furnished to the
19 association by the unit owner, or hand deliver to each unit
20 owner, a copy of the financial report or a notice that a copy
21 of the financial report will be mailed or hand delivered to
22 the unit owner, without charge, upon receipt of a written
23 request from the unit owner. The division shall adopt rules
24 setting forth uniform accounting principles and standards to
25 be used by all associations and shall adopt rules addressing
26 financial reporting requirements for multicondominium
27 associations. In adopting such rules, the division shall
28 consider the number of members and annual revenues of an
29 association. Financial reports shall be prepared as follows:

30 (a) An association that meets the criteria of this
31 paragraph shall prepare or cause to be prepared a complete set

Amendment No. ____ (for drafter's use only)

1 of financial statements in accordance with generally accepted
2 accounting principles. The financial statements shall be
3 based upon the association's total annual revenues, as
4 follows:

5 1. An association with total annual revenues of
6 \$100,000 or more, but less than \$200,000, shall prepare
7 compiled financial statements.

8 2. An association with total annual revenues of at
9 least \$200,000, but less than \$400,000, shall prepare reviewed
10 financial statements.

11 3. An association with total annual revenues of
12 \$400,000 or more shall prepare audited financial statements.

13 (b)1. An association with total annual revenues of
14 less than \$100,000 shall prepare a report of cash receipts and
15 expenditures.

16 2. An association which operates less than 50 units,
17 regardless of the association's annual revenues, shall prepare
18 a report of cash receipts and expenditures in lieu of
19 financial statements required by paragraph (a).

20 3. A report of cash receipts and disbursements must
21 disclose the amount of receipts by accounts and receipt
22 classifications and the amount of expenses by accounts and
23 expense classifications, including, but not limited to, the
24 following, as applicable: costs for security, professional and
25 management fees and expenses, taxes, costs for recreation
26 facilities, expenses for refuse collection and utility
27 services, expenses for lawn care, costs for building
28 maintenance and repair, insurance costs, administration and
29 salary expenses, and reserves accumulated and expended for
30 capital expenditures, deferred maintenance, and any other
31 category for which the association maintains reserves.

Amendment No. ____ (for drafter's use only)

1 (c) An association may prepare or cause to be
2 prepared, without a meeting of or approval by the unit owners:

3 1. Compiled, reviewed, or audited financial
4 statements, if the association is required to prepare a report
5 of cash receipts and expenditures;

6 2. Reviewed or audited financial statements, if the
7 association is required to prepare compiled financial
8 statements; or

9 3. Audited financial statements if the association is
10 required to prepare reviewed financial statements.

11 (d) If approved by a majority of the voting interests
12 present at a properly called meeting of the association, an
13 association may prepare or cause to be prepared:

14 1. A report of cash receipts and expenditures in lieu
15 of a compiled, reviewed, or audited financial statement;

16 2. A report of cash receipts and expenditures or a
17 compiled financial statement in lieu of a reviewed or audited
18 financial statement; or

19 3. A report of cash receipts and expenditures, a
20 compiled financial statement, or a reviewed financial
21 statement in lieu of an audited financial statement.

22
23 Such meeting and approval must occur prior to the end of the
24 fiscal year and is effective only for the fiscal year in which
25 the vote is taken. With respect to an association to which the
26 developer has not turned over control of the association, all
27 unit owners, including the developer, may vote on issues
28 related to the preparation of financial reports for the first
29 2 fiscal years of the association's operation, beginning with
30 the fiscal year in which the declaration is recorded.

31 Thereafter, all unit owners except the developer may vote on

Amendment No. ____ (for drafter's use only)

1 such issues until control is turned over to the association by
2 the developer.

3 Section 122. Subsection (3) of section 718.112,
4 Florida Statutes, is amended to read:

5 718.112 Bylaws.--

6 (3) OPTIONAL PROVISIONS.--The bylaws as originally
7 recorded, or as amended pursuant to the procedure provided
8 therein, may provide for the following:

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

12 (b) Restrictions on and requirements for the use,
13 maintenance, and appearance of the units and the use of the
14 common elements.

15 (c) Other provisions which are not inconsistent with
16 this chapter or with the declaration, as may be desired. This
17 subsection is intended to clarify existing law and applies to
18 associations existing on the effective date of this act.

19 Section 123. Subsection (2) of section 718.113,
20 Florida Statutes, is amended to read:

21 718.113 Maintenance; limitation upon improvement;
22 display of flag; hurricane shutters.--

23 (2)(a) Except as otherwise provided in this section,
24 there shall be no material alteration or substantial additions
25 to the common elements or to real property which is
26 association property, except in a manner provided in the
27 declaration as originally recorded or as amended pursuant to
28 the procedures provided therein. If the declaration as
29 originally recorded or amended does not specify the procedure
30 for approval of material alterations or substantial additions,
31 75 percent of the total voting interests of the association

Amendment No. ____ (for drafter's use only)

1 must approve the alterations or additions. This paragraph is
2 intended to clarify existing law and applies to associations
3 existing on the effective date of this act.

4 (b) There shall not be any material alteration of, or
5 substantial addition to, the common elements of any
6 condominium operated by a multicondominium association unless
7 approved in the manner provided in the declaration of the
8 affected condominium or condominiums as originally recorded,
9 or as amended pursuant to the procedures provided therein. If
10 a declaration as originally recorded or amended does not
11 specify a procedure for approving such an alteration or
12 addition, the approval of 75 percent of the total voting
13 interests of each affected condominium is required. This
14 subsection does not prohibit a provision in any declaration,
15 articles of incorporation, or bylaws as originally recorded or
16 amended requiring the approval of unit owners in any
17 condominium operated by the same association or requiring
18 board approval before a material alteration or substantial
19 addition to the common elements is permitted. This paragraph
20 is intended to clarify existing law and applies to
21 associations existing on the effective date of this act.

22 (c) There shall not be any material alteration or
23 substantial addition made to association real property
24 operated by a multicondominium association, except as provided
25 in the declaration, articles of incorporation, or bylaws as
26 said documents are originally recorded or amended pursuant to
27 the procedures provided therein. If the declaration, articles
28 of incorporation, or bylaws do not specify the procedure for
29 approving an alteration or addition to association real
30 property, the approval of 75 percent of the total voting
31 interests of the association is required. This paragraph is

Amendment No. ____ (for drafter's use only)

1 intended to clarify existing law and applies to associations
2 existing on the effective date of this act.

3 Section 124. Paragraphs (b) and (c) of subsection (1)
4 of section 718.115, Florida Statutes, are amended to read:

5 718.115 Common expenses and common surplus.--

6 (1)

7 (b) The common expenses of a condominium within a
8 multicondominium are the common expenses directly attributable
9 to the operation of that condominium. The common expenses of a
10 multicondominium association do not include the common
11 expenses directly attributable to the operation of any
12 specific condominium or condominiums within the
13 multicondominium. This paragraph is intended to clarify
14 existing law and applies to associations existing on the
15 effective date of this act.

16 (c) The common expenses of a multicondominium
17 association may include categories of expenses related to the
18 property or common elements within a specific condominium in
19 the multicondominium if such property or common elements are
20 areas in which all members of the multicondominium association
21 have use rights or from which all members receive tangible
22 economic benefits. Such common expenses of the association
23 shall be identified in the declaration or bylaws of each
24 condominium within the multicondominium association. This
25 paragraph is intended to clarify existing law and applies to
26 associations existing on the effective date of this act.

27 Section 125. Subsections (1) and (4) of section
28 718.405, Florida Statutes, are amended to read:

29 718.405 Multicondominiums; multicondominium
30 associations.--

31 (1) An association may operate more than one

Amendment No. ____ (for drafter's use only)

1 condominium. For multicondominiums created on or after July 1,
2 2000, if the declaration for each condominium to be operated
3 by that association shall provide provides for participation
4 in a multicondominium, in conformity with this section, and
5 disclose discloses or describe describes:

6 (a) The manner or formula by which the assets,
7 liabilities, common surplus, and common expenses of the
8 association will be apportioned among the units within the
9 condominiums operated by the association, in accordance with
10 s. 718.104(4)(g) or (h), as applicable.

11 (b) Whether unit owners in any other condominium, or
12 any other persons, will or may have the right to use
13 recreational areas or any other facilities or amenities that
14 are common elements of the condominium, and, if so, the
15 specific formula by which the other users will share the
16 common expenses related to those facilities or amenities.

17 (c) Recreational and other commonly used facilities or
18 amenities which the developer has committed to provide that
19 will be owned, leased by, or dedicated by a recorded plat to
20 the association but which are not included within any
21 condominium operated by the association. The developer may
22 reserve the right to add additional facilities or amenities if
23 the declaration and prospectus for each condominium to be
24 operated by the association contains the following statement
25 in conspicuous type and in substantially the following form:
26 RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT
27 CONSENT OF UNIT OWNERS OR THE ASSOCIATION.

28 (d) The voting rights of the unit owners in the
29 election of directors and in other multicondominium
30 association affairs when a vote of the owners is taken,
31 including, but not limited to, a statement as to whether each

Amendment No. ____ (for drafter's use only)

1 unit owner will have a right to personally cast his or her own
2 vote in all matters voted upon.

3 (4) This section does not prevent or restrict the
4 formation of a multicondominium by the merger or consolidation
5 of two or more condominium associations. Mergers or
6 consolidations of associations shall be accomplished in
7 accordance with this chapter, the declarations of the
8 condominiums being merged or consolidated, and chapter 617.
9 Section 718.110(4) does not apply to amendments to
10 declarations necessary to effect a merger or consolidation.
11 This section is intended to clarify existing law and applies
12 to associations existing on the effective date of this act.

13 Section 126. Subsection (2) of section 718.503,
14 Florida Statutes, is amended to read:

15 718.503 Developer disclosure prior to sale;
16 nondeveloper unit owner disclosure prior to sale;
17 voidability.--

18 (2) NONDEVELOPER DISCLOSURE.--

19 (a) Each unit owner who is not a developer as defined
20 by this chapter shall comply with the provisions of this
21 subsection prior to the sale of his or her unit. Each
22 prospective purchaser who has entered into a contract for the
23 purchase of a condominium unit is entitled, at the seller's
24 expense, to a current copy of the declaration of condominium,
25 articles of incorporation of the association, bylaws, and
26 rules of the association, ~~as well as a copy of the question~~
27 ~~and answer sheet provided for by s. 718.504~~ and a copy of the
28 financial information required by s. 718.111.

29 (b) If a person licensed under part I of chapter 475
30 provides to or otherwise obtains for a prospective purchaser
31 the documents described in this subsection, the person is not

Amendment No. ____ (for drafter's use only)

1 liable for any error or inaccuracy contained in the documents.

2 (c) Each contract entered into after July 1, 1992, for
3 the resale of a residential unit shall contain in conspicuous
4 type either:

5 1. A clause which states: THE BUYER HEREBY
6 ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF
7 THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF
8 THE ASSOCIATION, BYLAWS, RULES OF THE ASSOCIATION, AND A COPY
9 OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION ~~AND THE~~
10 ~~QUESTION AND ANSWER SHEET~~ MORE THAN 3 DAYS, EXCLUDING
11 SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF
12 THIS CONTRACT; or

13 2. A clause which states: THIS AGREEMENT IS VOIDABLE
14 BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION
15 TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND
16 LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT
17 BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE
18 DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS,
19 ~~AND~~ RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT
20 YEAR-END FINANCIAL INFORMATION ~~AND QUESTION AND ANSWER SHEET~~
21 IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE
22 VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND
23 THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS,
24 EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE
25 BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION,
26 BYLAWS, AND RULES, ~~AND QUESTION AND ANSWER SHEET~~ IF REQUESTED
27 IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL
28 TERMINATE AT CLOSING.

29

30 A contract that does not conform to the requirements of this
31 paragraph is voidable at the option of the purchaser prior to

Amendment No. ____ (for drafter's use only)

1 closing.

2 Section 127. Subsection (15) of section 718.504,
3 Florida Statutes, is amended to read:

4 718.504 Prospectus or offering circular.--Every
5 developer of a residential condominium which contains more
6 than 20 residential units, or which is part of a group of
7 residential condominiums which will be served by property to
8 be used in common by unit owners of more than 20 residential
9 units, shall prepare a prospectus or offering circular and
10 file it with the Division of Florida Land Sales, Condominiums,
11 and Mobile Homes prior to entering into an enforceable
12 contract of purchase and sale of any unit or lease of a unit
13 for more than 5 years and shall furnish a copy of the
14 prospectus or offering circular to each buyer. In addition to
15 the prospectus or offering circular, each buyer shall be
16 furnished a separate page entitled "Frequently Asked Questions
17 and Answers," which shall be in accordance with a format
18 approved by the division and a copy of the financial
19 information required by s. 718.111. This page shall, in
20 readable language, inform prospective purchasers regarding
21 their voting rights and unit use restrictions, including
22 restrictions on the leasing of a unit; shall indicate whether
23 and in what amount the unit owners or the association is
24 obligated to pay rent or land use fees for recreational or
25 other commonly used facilities; shall contain a statement
26 identifying that amount of assessment which, pursuant to the
27 budget, would be levied upon each unit type, exclusive of any
28 special assessments, and which shall further identify the
29 basis upon which assessments are levied, whether monthly,
30 quarterly, or otherwise; shall state and identify any court
31 cases in which the association is currently a party of record

Amendment No. ____ (for drafter's use only)

1 in which the association may face liability in excess of
2 \$100,000; and which shall further state whether membership in
3 a recreational facilities association is mandatory, and if so,
4 shall identify the fees currently charged per unit type. The
5 division shall by rule require such other disclosure as in its
6 judgment will assist prospective purchasers. The prospectus or
7 offering circular may include more than one condominium,
8 although not all such units are being offered for sale as of
9 the date of the prospectus or offering circular. The
10 prospectus or offering circular must contain the following
11 information:

12 (15) If a the condominium created on or after July 1,
13 2000, is or may become part of a multicondominium, the
14 following information must be provided:

15 (a) A statement in conspicuous type in substantially
16 the following form: THIS CONDOMINIUM IS (MAY BE) PART OF A
17 MULTICONDOMINIUM DEVELOPMENT IN WHICH OTHER CONDOMINIUMS WILL
18 (MAY) BE OPERATED BY THE SAME ASSOCIATION. Immediately
19 following this statement, the location in the prospectus or
20 offering circular and its exhibits where the multicondominium
21 aspects of the offering are described must be stated.

22 (b) A summary of the provisions in the declaration,
23 articles of incorporation, and bylaws which establish and
24 provide for the operation of the multicondominium, including a
25 statement as to whether unit owners in the condominium will
26 have the right to use recreational or other facilities located
27 or planned to be located in other condominiums operated by the
28 same association, and the manner of sharing the common
29 expenses related to such facilities.

30 (c) A statement of the minimum and maximum number of
31 condominiums, and the minimum and maximum number of units in

Amendment No. ____ (for drafter's use only)

1 each of those condominiums, which will or may be operated by
2 the association, and the latest date by which the exact number
3 will be finally determined.

4 (d) A statement as to whether any of the condominiums
5 in the multicondominium may include units intended to be used
6 for nonresidential purposes and the purpose or purposes
7 permitted for such use.

8 (e) A general description of the location and
9 approximate acreage of any land on which any additional
10 condominiums to be operated by the association may be located.

11 Section 128. Except as otherwise expressly provided in
12 this act, this act shall take effect October 1, 2001.

13
14

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

16 And the title is amended as follows:

17 On page 1, line 2 through page 6, line 2,
18 remove from the title of the bill: all of said lines

19

20 and insert in lieu thereof:

21 An act relating to the Department of Business
22 and Professional Regulation; amending s.
23 20.165, F.S.; renaming the Division of Florida
24 Land Sales, Condominiums, and Mobile Homes as
25 the Division of Condominiums, Timeshare, and
26 Mobile Homes; including reference to the Board
27 of Barbering and Cosmetology; revising minimum
28 requirements for the number of consumer members
29 on professional licensing boards; repealing
30 provisions relating to the transfer of board
31 locations; amending ss. 326.001, 326.002,

Amendment No. ____ (for drafter's use only)

1 326.003, 326.004, 326.006, F.S.; transferring
2 the regulation of yacht and ship brokers and
3 salespersons from the Division of Florida Land
4 Sales, Condominiums, and Mobile Homes to the
5 Division of Professions; revising provisions
6 relating to criminal history checks and
7 administrative and civil penalties; requiring
8 that all funds collected pursuant to such
9 regulation be deposited into the Professional
10 Regulation Trust Fund; revising references;
11 amending s. 399.061, F.S.; revising provisions
12 relating to the inspection of elevators;
13 amending s. 455.213, F.S.; providing for the
14 content of licensure and renewal documents;
15 providing for the electronic submission of
16 information to the department; providing that
17 all legal obligations must be met before the
18 issuance or renewal of a license; amending s.
19 455.224, F.S.; authorizing any division of the
20 department to issue citations in the
21 enforcement of its regulatory provisions in
22 accordance with the provisions established for
23 such purposes for the regulation of
24 professions; amending ss. 468.401, 468.402,
25 468.403, 468.404, 468.406, 468.407, 468.410,
26 468.412, 468.413, 468.414, 468.415, F.S.;
27 providing for registration of talent agencies
28 in lieu of licensure; conforming provisions;
29 providing penalties; repealing ss. 468.405 and
30 468.408, F.S., relating to qualification for
31 talent agency license and bonding requirements;

Amendment No. ____ (for drafter's use only)

1 amending s. 468.609, F.S.; authorizing direct
2 supervision by building code administrators by
3 telecommunications devices in certain
4 localities and under specified circumstances;
5 amending s. 468.627, F.S.; requiring the
6 payment of costs for certain building code
7 enforcement applicants who fail to appear for
8 scheduled examinations, subject to waiver in
9 case of hardship; amending s. 471.025, F.S.;
10 allowing for more than one type of seal to be
11 used by professional engineers; amending s.
12 472.003, F.S.; providing exemption from ch.
13 472, F.S., relating to land surveying and
14 mapping, for certain subordinate employees;
15 revising cross-references; amending s. 472.005,
16 F.S.; revising and providing definitions;
17 revising cross-references; amending s. 472.029,
18 F.S.; revising provisions relating to access to
19 lands of others for surveying or mapping
20 purposes; providing applicability to
21 subordinates; requiring certain notice;
22 amending s. 810.12, F.S.; revising provisions
23 relating to trespass, to conform; amending ss.
24 472.001, 472.011, 472.015, 472.021, 472.027,
25 472.031, 472.037, F.S.; revising
26 cross-references; amending s. 476.034, F.S.;
27 redefining the term "board"; amending s.
28 476.054, F.S.; creating the Board of Barbering
29 and Cosmetology; providing certain
30 compensation; requiring an oath and providing
31 for a certificate of appointment; providing for

Amendment No. ____ (for drafter's use only)

1 officers, meetings, and quorum; amending s.
2 476.064, F.S.; conforming provisions; amending
3 ss. 476.014, 476.074, 476.154, 476.194,
4 476.214, 476.234, F.S.; revising references;
5 amending s. 477.013, F.S.; defining the term
6 "board"; repealing s. 477.015, F.S., relating
7 to the Board of Cosmetology; abolishing the
8 Barbers' Board and the Board of Cosmetology;
9 providing for appointment of all members of the
10 Board of Barbering and Cosmetology to staggered
11 terms; providing savings clauses for rules and
12 legal actions; amending s. 477.019, F.S.;
13 revising requirements related to continuing
14 education providers and courses; eliminating a
15 requirement for refresher courses and
16 examinations for failure of cosmetology
17 licensees to comply with continuing education
18 requirements; amending s. 477.026, F.S.;
19 providing authority for registration renewal
20 and delinquent fees for hair braiders, hair
21 wrappers, and body wrappers; amending s.
22 481.209, F.S.; revising requirements relating
23 to education for licensure as an architect;
24 amending s. 481.223, F.S.; providing for
25 injunctive relief for certain violations
26 relating to architecture and interior design;
27 amending s. 489.107, F.S.; reducing the number
28 of members on the Construction Industry
29 Licensing Board; creating s. 489.1133, F.S.;
30 providing for temporary certificates and
31 registrations; amending s. 489.115, F.S.;

Amendment No. ____ (for drafter's use only)

1 eliminating references to divisions of the
2 Construction Industry Licensing Board; amending
3 s. 489.118, F.S.; revising grandfathering
4 provisions for certification of registered
5 contractors to qualify persons holding certain
6 registered local specialty licenses; amending
7 s. 489.13, F.S., to clarify the application of
8 certain provisions relating to specialty
9 licenses; repealing s. 489.507(6), F.S., to
10 delete a duplicate provision relating to
11 appointment of committees of the Construction
12 Industry Licensing Board and the Electrical
13 Contractors' Licensing Board for the purpose of
14 meeting jointly twice each year; requiring the
15 Electrical Contractors' Licensing Board to
16 develop a plan to reduce its annual operating
17 budget by a specified amount and submit such
18 plan to the department by a specified date;
19 amending s. 489.511, F.S.; revising provisions
20 relating to licensure as an electrical or alarm
21 system contractor by endorsement; amending ss.
22 498.005, 498.019, 498.049, F.S.; reassigning
23 the regulation of land sales from the Division
24 of Florida Land Sales, Condominiums, and Mobile
25 Homes to the Division of Real Estate; requiring
26 all funds collected by the department pursuant
27 to the regulation of land sales to be deposited
28 in the Professional Regulation Trust Fund;
29 amending s. 190.009, F.S.; conforming
30 terminology; amending ss. 718.103, 718.105,
31 718.112, 718.1255, 718.501, 718.502, 718.504,

Amendment No. ____ (for drafter's use only)

1 718.508, 718.509, 718.608, 719.103, 719.1255,
2 719.501, 719.502, 719.504, 719.508, 719.608,
3 721.05, 721.07, 721.08, 721.26, 721.28,
4 721.301, 721.50, 721.82, 721.84, 723.003,
5 723.006, 723.0065, 723.009, F.S.; renaming the
6 Division of Florida Land Sales, Condominiums,
7 and Mobile Homes as the Division of
8 Condominiums, Timeshare, and Mobile Homes;
9 renaming the Division of Florida Land Sales,
10 Condominiums, and Mobile Homes Trust Fund as
11 the Division of Condominiums, Timeshare, and
12 Mobile Homes Trust Fund; conforming provisions;
13 revising language with respect to condominium
14 association bylaws; revising language with
15 respect to the annual budget; providing for
16 reserves under certain circumstances; providing
17 and limiting arbitration of disputes by the
18 division to those regarding elections and the
19 recall of board members; deleting reference to
20 voluntary mediation; providing for the
21 resolution of certain other complaints at the
22 local level; providing exemptions; providing
23 for expedited handling of election disputes;
24 requiring the continuation of arbitration of
25 cases filed by a certain date; providing a
26 contingent appropriation; providing division
27 enforcement powers and duties; providing for
28 injunction, restitution, and civil penalties;
29 providing certain immunity; providing for use
30 of certain documents as evidence; providing for
31 certain notice; providing for intervention in

Amendment No. ____ (for drafter's use only)

1 suits; locating the executive offices of the
2 division in Tallahassee; authorizing branch
3 offices; providing for adoption and use of a
4 seal; providing applicability to specified
5 chapters of the Florida Statutes; amending s.
6 721.82, F.S.; redefining the term "registered
7 agent"; amending s. 721.84, F.S.; providing for
8 appointment of a successor registered agent;
9 amending ss. 73.073, 192.037, 213.053, 215.20,
10 380.0651, 455.116, 475.455, 509.512, 559.935,
11 F.S.; conforming terminology; amending s.
12 468.452, F.S.; revising definitions; amending
13 s. 468.453, F.S.; revising licensure
14 requirements; providing for service of process
15 on nonresident agents; providing for temporary
16 licenses; deleting a bond requirement; amending
17 s. 468.454, F.S.; revising contract
18 requirements; providing for cancellation of
19 contracts; amending s. 468.456, F.S.; providing
20 for increased administrative fines; amending s.
21 468.45615, F.S.; providing additional criminal
22 penalties for certain acts; amending s.
23 468.4562, F.S.; revising provisions relating to
24 civil remedies available to colleges and
25 universities for violations of athlete agent
26 regulations; amending s. 468.4565, F.S.;
27 revising business record requirements;
28 repealing s. 468.4563, F.S., relating to
29 authority to require continuing education by
30 athlete agents; repealing s. 468.4564, relating
31 to license display requirements; amending s.

Amendment No. ____ (for drafter's use only)

1 702.09, F.S.; revising the definitions of the
2 terms "mortgage" and "foreclosure proceedings";
3 amending s. 718.104, F.S., revising language
4 with respect to declarations for the creation
5 of a condominium; amending s. 718.106, F.S.;
6 revising language with respect to appurtenances
7 that pass with a condominium unit; amending s.
8 718.110, F.S.; revising language with respect
9 to amendments to a declaration of condominium;
10 amending s. 718.111, F.S.; revising language
11 with respect to the association; amending s.
12 718.112, F.S.; revising language with respect
13 to bylaws; amending s. 718.113, F.S.; revising
14 language with respect to material alterations
15 of common elements or association real property
16 operated by a multicondominium association;
17 amending s. 718.115, F.S.; revising language
18 with respect to common expenses; amending s.
19 718.405, F.S.; revising language with respect
20 to multicondominiums and multicondominium
21 associations; amending s. 718.503, F.S.,
22 relating to disclosure requirements for the
23 sale of certain condominiums; removing the
24 requirement that question and answer sheets be
25 part of the closing documents; amending s.
26 718.504, F.S.; revising language with respect
27 to the prospectus or offering circular;
28 providing effective dates.

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