



1 that the ombudsman is not required to provide  
2 assistance at public expense; creating s.  
3 718.5014, F.S.; providing for location of the  
4 office of the ombudsman; creating s. 718.5015,  
5 F.S.; creating the Advisory Council on  
6 Condominiums; providing for appointments by the  
7 President of the Senate, the Speaker of the  
8 House, and the Governor; providing limited  
9 compensation and other terms of service;  
10 specifying functions; amending s. 718.504,  
11 F.S.; providing certain prospective unit buyers  
12 with a separate document, rather than a  
13 separate page, of frequently asked questions  
14 and answers; requiring additional disclosure to  
15 prospective buyers concerning court cases that  
16 involve potential liabilities of the  
17 association; providing an effective date.

18  
19 Be It Enacted by the Legislature of the State of Florida:

20  
21 Section 1. Section 718.110, Florida Statutes, is  
22 amended to read:

23 718.110 Amendment of declaration; correction of error  
24 or omission in declaration by circuit court; grandfathering  
25 and modification of certain rights.--

26 (1)(a) If the declaration fails to provide a method of  
27 amendment, the declaration may be amended as to all matters  
28 except those described in subsection (4) or subsection (8) if  
29 the amendment is approved by the owners of not less than  
30 two-thirds of the units. Except as to those matters described  
31 in subsection (4) or subsection (8), no declaration recorded

1 after April 1, 1992, shall require that amendments be approved  
2 by more than four-fifths of the voting interests.

3 (b) No provision of the declaration shall be revised  
4 or amended by reference to its title or number only.  
5 Proposals to amend existing provisions of the declaration  
6 shall contain the full text of the provision to be amended;  
7 new words shall be inserted in the text and underlined; and  
8 words to be deleted shall be lined through with hyphens.  
9 However, if the proposed change is so extensive that this  
10 procedure would hinder, rather than assist, the understanding  
11 of the proposed amendment, it is not necessary to use  
12 underlining and hyphens as indicators of words added or  
13 deleted, but, instead, a notation must be inserted immediately  
14 preceding the proposed amendment in substantially the  
15 following language: "Substantial rewording of declaration.  
16 See provision .... for present text."

17 (c) Nonmaterial errors or omissions in the amendment  
18 process will not invalidate an otherwise properly promulgated  
19 amendment.

20 (2) An amendment, other than amendments made by the  
21 developer pursuant to ss. 718.104, 718.403, and 718.504(6),  
22 (7), and (9) without a vote of the unit owners and any rights  
23 the developer may have in the declaration to amend without  
24 consent of the unit owners which shall be limited to matters  
25 other than those under subsections (4) and (8), shall be  
26 evidenced by a certificate of the association which shall  
27 include the recording data identifying the declaration and  
28 shall be executed in the form required for the execution of a  
29 deed. An amendment by the developer must be evidenced in  
30 writing, but a certificate of the association is not required.  
31 The developer of a timeshare condominium may reserve specific

1 | rights in the declaration to amend the declaration without the  
2 | consent of the unit owners.

3 |         (3) An amendment of a declaration is effective when  
4 | properly recorded in the public records of the county where  
5 | the declaration is recorded.

6 |         (4) Unless otherwise provided in the declaration as  
7 | originally recorded, no amendment may change the configuration  
8 | or size of any unit in any material fashion, materially alter  
9 | or modify the appurtenances to the unit, or change the  
10 | proportion or percentage by which the unit owner shares the  
11 | common expenses of the condominium and owns the common surplus  
12 | of the condominium unless the record owner of the unit and all  
13 | record owners of liens on the unit join in the execution of  
14 | the amendment and unless all the record owners of all other  
15 | units in the same condominium approve the amendment. The  
16 | acquisition of property by the association and material  
17 | alterations or substantial additions to such property or the  
18 | common elements by the association in accordance with s.  
19 | 718.111(7) or s. 718.113, and amendments providing for the  
20 | transfer of use rights in limited common elements pursuant to  
21 | s. 718.106(2)(b) shall not be deemed to constitute a material  
22 | alteration or modification of the appurtenances to the units.  
23 | A declaration recorded after April 1, 1992, may not require  
24 | the approval of less than a majority of total voting interests  
25 | of the condominium for amendments under this subsection,  
26 | unless otherwise required by a governmental entity.

27 |         (5) If it appears that through a scrivener's error a  
28 | unit has not been designated as owning an appropriate  
29 | undivided share of the common elements or does not bear an  
30 | appropriate share of the common expenses or that all the  
31 | common expenses or interest in the common surplus or all of

1 | the common elements in the condominium have not been  
2 | distributed in the declaration, so that the sum total of the  
3 | shares of common elements which have been distributed or the  
4 | sum total of the shares of the common expenses or ownership of  
5 | common surplus fails to equal 100 percent, or if it appears  
6 | that more than 100 percent of common elements or common  
7 | expenses or ownership of the common surplus have been  
8 | distributed, the error may be corrected by filing an amendment  
9 | to the declaration approved by the board of administration or  
10 | a majority of the unit owners.

11 |         (6) The common elements designated by the declaration  
12 | may be enlarged by an amendment to the declaration. The  
13 | amendment must describe the interest in the property and must  
14 | submit the property to the terms of the declaration. The  
15 | amendment must be approved and executed as provided in this  
16 | section. The amendment divests the association of title to  
17 | the land and vests title in the unit owners as part of the  
18 | common elements, without naming them and without further  
19 | conveyance, in the same proportion as the undivided shares in  
20 | the common elements that are appurtenant to the unit owned by  
21 | them.

22 |         (7) The declarations, bylaws, and common elements of  
23 | two or more independent condominiums of a single complex may  
24 | be merged to form a single condominium, upon the approval of  
25 | such voting interest of each condominium as is required by the  
26 | declaration for modifying the appurtenances to the units or  
27 | changing the proportion or percentages by which the owners of  
28 | the parcel share the common expenses and own the common  
29 | surplus; upon the approval of all record owners of liens; and  
30 | upon the recording of new or amended articles of  
31 | incorporation, declarations, and bylaws.

1           (8) Unless otherwise provided in the declaration as  
2 originally recorded, no amendment to the declaration may  
3 permit timeshare estates to be created in any unit of the  
4 condominium, unless the record owner of each unit of the  
5 condominium and the record owners of liens on each unit of the  
6 condominium join in the execution of the amendment.

7           (9) If there is an omission or error in a declaration,  
8 or in any other document required by law to establish the  
9 condominium, the association may correct the error or omission  
10 by an amendment to the declaration or to the other document  
11 required to create a condominium in the manner provided in the  
12 declaration to amend the declaration or, if none is provided,  
13 by vote of a majority of the voting interests of the  
14 condominium. The amendment is effective when passed and  
15 approved and a certificate of amendment is executed and  
16 recorded as provided in subsections (2) and (3). This  
17 procedure for amendment cannot be used if such an amendment  
18 would materially or adversely affect property rights of unit  
19 owners, unless the affected unit owners consent in writing.  
20 This subsection does not restrict the powers of the  
21 association to otherwise amend the declaration, or other  
22 documentation, but authorizes a simple process of amendment  
23 requiring a lesser vote for the purpose of curing defects,  
24 errors, or omissions when the property rights of unit owners  
25 are not materially or adversely affected.

26           (10) If there is an omission or error in a declaration  
27 of condominium, or any other document required to establish  
28 the condominium, which omission or error would affect the  
29 valid existence of the condominium, the circuit court has  
30 jurisdiction to entertain a petition of one or more of the  
31 unit owners in the condominium, or of the association, to

1 correct the error or omission, and the action may be a class  
2 action. The court may require that one or more methods of  
3 correcting the error or omission be submitted to the unit  
4 owners to determine the most acceptable correction. All unit  
5 owners, the association, and the mortgagees of a first  
6 mortgage of record must be joined as parties to the action.  
7 Service of process on unit owners may be by publication, but  
8 the plaintiff must furnish every unit owner not personally  
9 served with process with a copy of the petition and final  
10 decree of the court by certified mail, return receipt  
11 requested, at the unit owner's last known residence address.  
12 If an action to determine whether the declaration or another  
13 condominium document complies with the mandatory requirements  
14 for the formation of a condominium is not brought within 3  
15 years of the recording of the declaration, the declaration and  
16 other documents shall be effective under this chapter to  
17 create a condominium, as of the date the declaration was  
18 recorded, whether or not the documents substantially comply  
19 with the mandatory requirements of law. However, both before  
20 and after the expiration of this 3-year period, the circuit  
21 court has jurisdiction to entertain a petition permitted under  
22 this subsection for the correction of the documentation, and  
23 other methods of amendment may be utilized to correct the  
24 errors or omissions at any time.

25           (11) Notwithstanding any provision to the contrary  
26 contained in this section, any declaration recorded after  
27 April 1, 1992, may not require the consent or joinder of some  
28 or all mortgagees of units to or in amendments to the  
29 declaration, unless the requirement is limited to amendments  
30 materially affecting the rights or interests of the  
31 mortgagees, or as otherwise required by the Federal National

1 Mortgage Association or the Federal Home Loan Mortgage  
2 Corporation, and unless the requirement provides that such  
3 consent may not be unreasonably withheld. It shall be  
4 presumed that, except as to those matters described in  
5 subsections (4) and (8), amendments to the declaration do not  
6 materially affect the rights or interests of mortgagees. In  
7 the event mortgagee consent is provided other than by properly  
8 recorded joinder, such consent shall be evidenced by affidavit  
9 of the association recorded in the public records of the  
10 county where the declaration is recorded.

11 (12)(a) With respect to an existing multicondominium  
12 association, any amendment to change the fractional or  
13 percentage share of liability for the common expenses of the  
14 association and ownership of the common surplus of the  
15 association must be approved by at least a majority of the  
16 total voting interests of each condominium operated by the  
17 association unless the declarations of all condominiums  
18 operated by the association uniformly require approval by a  
19 greater percentage of the voting interests of each  
20 condominium.

21 (b) Unless approval by a greater percentage of the  
22 voting interests of an existing multicondominium association  
23 is expressly required in the declaration of an existing  
24 condominium, the declaration may be amended upon approval of  
25 at least a majority of the total voting interests of each  
26 condominium operated by the multicondominium association for  
27 the purpose of:

28 1. Setting forth in the declaration the formula  
29 currently utilized, but not previously stated in the  
30 declaration, for determining the percentage or fractional  
31 shares of liability for the common expenses of the



1 multicondominium association and ownership of the common  
2 surplus of the multicondominium association.

3 2. Providing for the creation or enlargement of a  
4 multicondominium association by the merger or consolidation of  
5 two or more associations and changing the name of the  
6 association, as appropriate.

7 (13)(a) Unless expressly stated in the amendment, any  
8 amendment restricting unit owners' rights relating to the  
9 rental of units or keeping of pets shall apply only to unit  
10 owners who purchase their unit after the effective date of  
11 that amendment.

12 (b) Notwithstanding any other provision of law, or of  
13 the declaration or bylaws, an amendment that expressly  
14 deprives current unit owners of any part of their rights  
15 specified in paragraph (a) must be approved by at least a  
16 majority of the voting interests. A declaration or an  
17 amendment to a declaration may require approval by a greater  
18 than super majority vote.

19 Section 2. Section 718.5011, Florida Statutes, is  
20 created to read:

21 718.5011 Ombudsman; appointment; oath; restrictions on  
22 ombudsman and his or her employees.--

23 (1) There is created an Office of the Condominium  
24 Ombudsman. The office is, for administrative purposes, within  
25 the Division of Florida Land Sales, Condominiums, and Mobile  
26 Homes but shall remain independent of the division. The office  
27 shall be a separate budget entity, funded by the Division of  
28 Florida Land Sales, Condominiums, and Mobile Homes Trust Fund,  
29 and the ombudsman shall be the agency head for all purposes.  
30 The Department of Business and Professional Regulation shall  
31 provide administrative support and service to the ombudsman,

1 but the ombudsman shall not be subject to the control,  
2 supervision, or direction of the department. The ombudsman  
3 shall develop a budget pursuant to chapter 216 which the  
4 department shall submit, without change, to the Governor along  
5 with the budget of the department.

6 (2) The Governor shall appoint the ombudsman. The  
7 ombudsman must be an attorney admitted to practice before the  
8 Florida Supreme Court and shall serve at the pleasure of the  
9 Governor. Vacancies in the office shall be filled in the same  
10 manner as the original appointment. The ombudsman and  
11 attorneys serving as staff shall take and subscribe to the  
12 oath of office required of state officers by the State  
13 Constitution. An officer or full-time employee of the  
14 ombudsman's office may not actively engage in any other  
15 business or profession; serve as the representative of any  
16 political party or on the executive committee or other  
17 governing body of any political party; serve as an executive,  
18 officer, or employee of any political party, committee,  
19 organization, or association; receive remuneration for  
20 activities on behalf of any candidate for public office; or  
21 engage in the solicitation of votes or other activities on  
22 behalf of any candidate for public office. The ombudsman or  
23 any employee of his or her office may not become a candidate  
24 for election to public office unless he or she first resigns  
25 from his or her office or employment.

26 Section 3. Section 718.5012, Florida Statutes, is  
27 created to read:

28 718.5012 Ombudsman; powers and duties.--The ombudsman  
29 shall have such powers as are necessary to carry out the  
30 duties of his or her office, including, but not limited to,  
31 the following specific powers:

1           (1) To have access to and use of all files and records  
2 of the division and of all condominium associations, by  
3 subpoena if necessary.

4           (2) To employ professional and clerical staff as  
5 necessary for the efficient operation of the Office of the  
6 Condominium Ombudsman, including experts and other technical  
7 personnel for participation in contested proceedings before  
8 the division when the best interests of the public will be  
9 served, and with the approval of the Office of the Governor,  
10 to adopt and administer a uniform personnel job classification  
11 and pay plan for such employees, and to enter into contracts.

12           (3) To prepare and issue reports, recommendations, and  
13 proposed orders to the division, the Governor, the Advisory  
14 Council on Condominiums, the President of the Senate, the  
15 Speaker of the House of Representatives, and the minority  
16 leaders of the Senate and the House of Representatives on any  
17 matter or subject within the jurisdiction of the division, and  
18 to make such recommendations as he or she deems appropriate  
19 for legislation relative to division procedures, rules,  
20 jurisdiction, personnel, and functions.

21           (4) To act as liaison between the division and unit  
22 owners, and to assist any unit owner by providing information  
23 and explaining how to file a complaint to be investigated by  
24 the division. The ombudsman shall establish procedures for the  
25 submittal and processing of complaints, including target dates  
26 for concluding any investigation by the ombudsman. The  
27 ombudsman shall identify complaints that properly fall within  
28 the jurisdiction of the division and require remedial action  
29 and shall assist residents with promptly filing complaints  
30 with the division. The ombudsman may recommend that the  
31 division initiate enforcement proceedings. The department and

1 the ombudsman may submit findings of a criminal nature to the  
2 state attorney's office and work with that office to bring  
3 charges against the parties allegedly involved.

4 (5) To monitor, investigate, and review condominium  
5 elections and meetings, which includes, but is not limited to:

6 (a) Providing information and evidence to the division  
7 if a member of a condominium board attempts, engages in,  
8 conspires to engage in, or willfully and knowingly benefits  
9 from electoral fraud. If the information and evidence provided  
10 is clear and convincing, the division shall order the member  
11 removed from the board. The order of removal shall also  
12 prohibit the person who is removed from running for election  
13 to any office of a condominium board in the state for 4 years.  
14 Any person who is so removed from office twice shall be barred  
15 from serving on a condominium board in the state. Factual  
16 findings forming the basis for an order of removal shall be  
17 subject to judicial review only for abuse of discretion.

18 (b) Working with the division to adopt rules governing  
19 proceedings to remove a board member for electoral fraud. The  
20 division shall adopt rules governing such removal which shall,  
21 at minimum, provide the accused board member with adequate  
22 notice, opportunity to be heard, the right to confront and  
23 cross-examine witnesses, the right to submit rebuttal  
24 evidence, and the right to counsel. Before the division  
25 develops a rule proposal on removal, the division and the  
26 office shall meet and confer regarding issues to be addressed  
27 in the rule. After the division develops a rule proposal on  
28 removal, and before the proposal is finalized for publication  
29 or other presentation to the public, the division shall  
30 provide the office with a reasonable opportunity to review and  
31

1 provide written comments on the proposal and consider any  
2 comments the ombudsman provides.

3  
4 Neither this subsection nor rules adopted to implement it  
5 shall be construed to require the ombudsman to provide counsel  
6 or witnesses, or other assistance, at public expense.

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

11 Section 4. Section 718.5014, Florida Statutes, is  
12 created to read:

13 718.5014 Ombudsman; location.--The ombudsman shall  
14 maintain his or her principal office in Leon County on the  
15 premises of the division or, if suitable space cannot be  
16 provided there, at such other place convenient to the offices  
17 of the division as will enable the ombudsman to expeditiously  
18 carry out the duties and functions of his or her office.

19 Section 5. Section 718.5015, Florida Statutes, is  
20 created to read:

21 718.5015 Advisory council; membership functions.--

22 (1) There is created the Advisory Council on  
23 Condominiums. The council shall consist of seven appointed  
24 members. Two members shall be appointed by the President of  
25 the Senate, two members shall be appointed by the Speaker of  
26 the House of Representatives, and three members shall be  
27 appointed by the Governor. At least one member that is  
28 appointed by the Governor shall represent timeshare  
29 condominiums. Members shall be appointed to 2-year terms;  
30 however, one of the persons initially appointed by the  
31 Governor, by the President of the Senate, and by the Speaker

1 of the House of Representatives, shall be appointed to a  
2 1-year term. The director of the division shall serve as an ex  
3 officio nonvoting member. The Legislature intends that the  
4 persons appointed represent a cross-section of persons  
5 interested in condominium issues. The council shall be located  
6 within the division for administrative purposes. Members of  
7 the council shall serve without compensation, but are entitled  
8 to receive per diem and travel expenses pursuant to s. 112.061  
9 while on official business.

10 (2) The functions of the advisory council shall be to:

11 (a) Receive, from the public, input regarding issues  
12 of concern with respect to condominiums and recommendations  
13 for changes in the condominium law. The issues that the  
14 council shall consider include, but are not limited to, the  
15 rights and responsibilities of the unit owners in relation to  
16 the rights and responsibilities of the association.

17 (b) Review, evaluate, and advise the division  
18 concerning revisions and adoption of rules affecting  
19 condominiums.

20 (c) Recommend improvements, if needed, in the  
21 education programs offered by the division.

22 (3) The council may elect a chair and vice chair and  
23 such other officers as it may deem advisable. The council  
24 shall meet at the call of its chair, at the request of a  
25 majority of its membership, at the request of the division, or  
26 at such times as it may prescribe. A majority of the members  
27 of the council shall constitute a quorum. Council action may  
28 be taken by vote of a majority of the voting members who are  
29 present at a meeting where there is a quorum.

30 Section 6. Section 718.504, Florida Statutes, is  
31 amended to read:

1           718.504 Prospectus or offering circular; "Frequently  
2 Asked Questions and Answers."--Every developer of a  
3 residential condominium which contains more than 20  
4 residential units, or which is part of a group of residential  
5 condominiums which will be served by property to be used in  
6 common by unit owners of more than 20 residential units, shall  
7 prepare a prospectus or offering circular and file it with the  
8 Division of Florida Land Sales, Condominiums, and Mobile Homes  
9 prior to entering into an enforceable contract of purchase and  
10 sale of any unit or lease of a unit for more than 5 years and  
11 shall furnish a copy of the prospectus or offering circular to  
12 each buyer. In addition to the prospectus or offering  
13 circular, any prospective ~~each~~ buyer from the developer or  
14 current owner shall be furnished a separate document ~~page~~  
15 entitled "Frequently Asked Questions and Answers," which shall  
16 be in accordance with a format approved by the division and a  
17 copy of the financial information required by s. 718.111.  
18 This document ~~page~~ shall, in readable language, inform  
19 prospective purchasers regarding their voting rights and unit  
20 use restrictions, including restrictions on the leasing of a  
21 unit; shall indicate whether and in what amount the unit  
22 owners or the association is obligated to pay rent or land use  
23 fees for recreational or other commonly used facilities; shall  
24 contain a statement identifying that amount of assessment  
25 which, pursuant to the budget, would be levied upon each unit  
26 type, exclusive of any special assessments, and which shall  
27 further identify the basis upon which assessments are levied,  
28 whether monthly, quarterly, or otherwise; shall state and  
29 identify any court cases in which the association is currently  
30 a party of record in which the association may face liability  
31 of \$25,000 or more in excess of \$100,000; and which shall

1 further state whether membership in a recreational facilities  
2 association is mandatory, and if so, shall identify the fees  
3 currently charged per unit type. The division shall by rule  
4 require such other disclosure as in its judgment will assist  
5 prospective purchasers. The prospectus or offering circular  
6 may include more than one condominium, although not all such  
7 units are being offered for sale as of the date of the  
8 prospectus or offering circular. The prospectus or offering  
9 circular must contain the following information:

10 (1) The front cover or the first page must contain  
11 only:

12 (a) The name of the condominium.

13 (b) The following statements in conspicuous type:

14 1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS  
15 IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM  
16 UNIT.

17 2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN  
18 NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL  
19 REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND  
20 SALES MATERIALS.

21 3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS  
22 CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER  
23 TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR  
24 CORRECT REPRESENTATIONS.

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

28 (3) A separate index of the contents and exhibits of  
29 the prospectus.

30 (4) Beginning on the first page of the text (not  
31 including the summary and index), a description of the



1 condominium, including, but not limited to, the following  
2 information:  
3       (a) Its name and location.  
4       (b) A description of the condominium property,  
5 including, without limitation:  
6           1. The number of buildings, the number of units in  
7 each building, the number of bathrooms and bedrooms in each  
8 unit, and the total number of units, if the condominium is not  
9 a phase condominium, or the maximum number of buildings that  
10 may be contained within the condominium, the minimum and  
11 maximum numbers of units in each building, the minimum and  
12 maximum numbers of bathrooms and bedrooms that may be  
13 contained in each unit, and the maximum number of units that  
14 may be contained within the condominium, if the condominium is  
15 a phase condominium.  
16           2. The page in the condominium documents where a copy  
17 of the plot plan and survey of the condominium is located.  
18           3. The estimated latest date of completion of  
19 constructing, finishing, and equipping. In lieu of a date,  
20 the description shall include a statement that the estimated  
21 date of completion of the condominium is in the purchase  
22 agreement and a reference to the article or paragraph  
23 containing that information.  
24       (c) The maximum number of units that will use  
25 facilities in common with the condominium. If the maximum  
26 number of units will vary, a description of the basis for  
27 variation and the minimum amount of dollars per unit to be  
28 spent for additional recreational facilities or enlargement of  
29 such facilities. If the addition or enlargement of facilities  
30 will result in a material increase of a unit owner's  
31

1 maintenance expense or rental expense, if any, the maximum  
2 increase and limitations thereon shall be stated.

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

8 (b) If timeshare estates are or may be created with  
9 respect to any unit in the condominium, a statement in  
10 conspicuous type stating that timeshare estates are created  
11 and being sold in units in the condominium.

12 (6) A description of the recreational and other  
13 commonly used facilities that will be used only by unit owners  
14 of the condominium, including, but not limited to, the  
15 following:

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

18 (b) Each swimming pool, as to its general location,  
19 approximate size and depths, approximate deck size and  
20 capacity, and whether heated.

21 (c) Additional facilities, as to the number of each  
22 facility, its approximate location, approximate size, and  
23 approximate capacity.

24 (d) A general description of the items of personal  
25 property and the approximate number of each item of personal  
26 property that the developer is committing to furnish for each  
27 room or other facility or, in the alternative, a  
28 representation as to the minimum amount of expenditure that  
29 will be made to purchase the personal property for the  
30 facility.

31

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

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

6 2. A reference to the location in the disclosure  
7 materials of the lease or other agreements providing for the  
8 use of those facilities; and

9 3. A description of the terms of the lease or other  
10 agreements, including the length of the term; the rent  
11 payable, directly or indirectly, by each unit owner, and the  
12 total rent payable to the lessor, stated in monthly and annual  
13 amounts for the entire term of the lease; and a description of  
14 any option to purchase the property leased under any such  
15 lease, including the time the option may be exercised, the  
16 purchase price or how it is to be determined, the manner of  
17 payment, and whether the option may be exercised for a unit  
18 owner's share or only as to the entire leased property.

19 (g) A statement as to whether the developer may  
20 provide additional facilities not described above; their  
21 general locations and types; improvements or changes that may  
22 be made; the approximate dollar amount to be expended; and the  
23 maximum additional common expense or cost to the individual  
24 unit owners that may be charged during the first annual period  
25 of operation of the modified or added facilities.

26  
27 Descriptions as to locations, areas, capacities, numbers,  
28 volumes, or sizes may be stated as approximations or minimums.

29 (7) A description of the recreational and other  
30 facilities that will be used in common with other  
31 condominiums, community associations, or planned developments

1 | which require the payment of the maintenance and expenses of  
2 | such facilities, either directly or indirectly, by the unit  
3 | owners. The description shall include, but not be limited to,  
4 | the following:

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

6 |       (b) Facilities not committed to be built except under  
7 | certain conditions, and a statement of those conditions or  
8 | contingencies.

9 |       (c) As to each facility committed to be built, or  
10 | which will be committed to be built upon the happening of one  
11 | of the conditions in paragraph (b), a statement of whether it  
12 | will be owned by the unit owners having the use thereof or by  
13 | an association or other entity which will be controlled by  
14 | them, or others, and the location in the exhibits of the lease  
15 | or other document providing for use of those facilities.

16 |       (d) The year in which each facility will be available  
17 | for use by the unit owners or, in the alternative, the maximum  
18 | number of unit owners in the project at the time each of all  
19 | of the facilities is committed to be completed.

20 |       (e) A general description of the items of personal  
21 | property, and the approximate number of each item of personal  
22 | property, that the developer is committing to furnish for each  
23 | room or other facility or, in the alternative, a  
24 | representation as to the minimum amount of expenditure that  
25 | will be made to purchase the personal property for the  
26 | facility.

27 |       (f) If there are leases, a description thereof,  
28 | including the length of the term, the rent payable, and a  
29 | description of any option to purchase.

30 |  
31 |

1 Descriptions shall include location, areas, capacities,  
2 numbers, volumes, or sizes and may be stated as approximations  
3 or minimums.

4 (8) Recreation lease or associated club membership:

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

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

19 1. MEMBERSHIP IN THE RECREATIONAL FACILITIES CLUB IS  
20 MANDATORY FOR UNIT OWNERS; or

21 2. UNIT OWNERS ARE REQUIRED, AS A CONDITION OF  
22 OWNERSHIP, TO BE LESSEES UNDER THE RECREATIONAL FACILITIES  
23 LEASE; or

24 3. UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE  
25 COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP,  
26 REPLACEMENT, RENT, AND FEES UNDER THE RECREATIONAL FACILITIES  
27 LEASE (OR THE OTHER INSTRUMENTS PROVIDING THE FACILITIES); or

28 4. A similar statement of the nature of the  
29 organization or the manner in which the use rights are  
30 created, and that unit owners are required to pay.  
31

1 Immediately following the applicable statement, the location  
2 in the disclosure materials where the development is described  
3 in detail shall be stated.

4 (c) If the developer, or any other person other than  
5 the unit owners and other persons having use rights in the  
6 facilities, reserves, or is entitled to receive, any rent,  
7 fee, or other payment for the use of the facilities, then  
8 there shall be the following statement in conspicuous type:

9 THE UNIT OWNERS OR THE ASSOCIATION(S) MUST PAY RENT OR LAND  
10 USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES.

11 Immediately following this statement, the location in the  
12 disclosure materials where the rent or land use fees are  
13 described in detail shall be stated.

14 (d) If, in any recreation format, whether leasehold,  
15 club, or other, any person other than the association has the  
16 right to a lien on the units to secure the payment of  
17 assessments, rent, or other exactions, there shall appear a  
18 statement in conspicuous type in substantially the following  
19 form:

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

24 2. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO  
25 SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING  
26 DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE  
27 RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S  
28 FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF  
29 THE LIEN.

30  
31

1 Immediately following the applicable statement, the location  
2 in the disclosure materials where the lien or lien right is  
3 described in detail shall be stated.

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

12 Immediately following this statement, the location in the  
13 disclosure materials where such reserved rights are described  
14 shall be stated.

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

22 (11) The arrangements for management of the  
23 association and maintenance and operation of the condominium  
24 property and of other property that will serve the unit owners  
25 of the condominium property, and a description of the  
26 management contract and all other contracts for these purposes  
27 having a term in excess of 1 year, including the following:

- 28 (a) The names of contracting parties.  
29 (b) The term of the contract.  
30 (c) The nature of the services included.

31

1 (d) The compensation, stated on a monthly and annual  
2 basis, and provisions for increases in the compensation.

3 (e) A reference to the volumes and pages of the  
4 condominium documents and of the exhibits containing copies of  
5 such contracts.

6  
7 Copies of all described contracts shall be attached as  
8 exhibits. If there is a contract for the management of the  
9 condominium property, then a statement in conspicuous type in  
10 substantially the following form shall appear, identifying the  
11 proposed or existing contract manager: THERE IS (IS TO BE) A  
12 CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH  
13 (NAME OF THE CONTRACT MANAGER). Immediately following this  
14 statement, the location in the disclosure materials of the  
15 contract for management of the condominium property shall be  
16 stated.

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

29 (13) If there are any restrictions upon the sale,  
30 transfer, conveyance, or leasing of a unit, then a statement  
31 in conspicuous type in substantially the following form shall



1 | be included: THE SALE, LEASE, OR TRANSFER OF UNITS IS  
2 | RESTRICTED OR CONTROLLED. Immediately following this  
3 | statement, the location in the disclosure materials where the  
4 | restriction, limitation, or control on the sale, lease, or  
5 | transfer of units is described in detail shall be stated.

6 |       (14) If the condominium is part of a phase project,  
7 | the following information shall be stated:

8 |       (a) A statement in conspicuous type in substantially  
9 | the following form: THIS IS A PHASE CONDOMINIUM. ADDITIONAL  
10 | LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM. Immediately  
11 | following this statement, the location in the disclosure  
12 | materials where the phasing is described shall be stated.

13 |       (b) A summary of the provisions of the declaration  
14 | which provide for the phasing.

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

29 |       (d) A statement of the maximum number of buildings  
30 | containing units, the maximum and minimum numbers of units in  
31 | each building, the maximum number of units, and the minimum

1 and maximum square footage of the units that may be contained  
2 within each parcel of land which may be added to the  
3 condominium.

4 (15) If a condominium created on or after July 1,  
5 2000, is or may become part of a multicondominium, the  
6 following information must be provided:

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

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

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

27 (d) A statement as to whether any of the condominiums  
28 in the multicondominium may include units intended to be used  
29 for nonresidential purposes and the purpose or purposes  
30 permitted for such use.

31

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

4           (16) If the condominium is created by conversion of  
5 existing improvements, the following information shall be  
6 stated:

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

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

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

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

28          (19) The manner in which utility and other services,  
29 including, but not limited to, sewage and waste disposal,  
30 water supply, and storm drainage, will be provided and the  
31 person or entity furnishing them.

1           (20) An explanation of the manner in which the  
2 apportionment of common expenses and ownership of the common  
3 elements has been determined.

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

8           (a) The estimated monthly and annual expenses of the  
9 condominium and the association that are collected from unit  
10 owners by assessments.

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

31

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

7 1. Expenses for the association and condominium:

8 a. Administration of the association.

9 b. Management fees.

10 c. Maintenance.

11 d. Rent for recreational and other commonly used  
12 facilities.

13 e. Taxes upon association property.

14 f. Taxes upon leased areas.

15 g. Insurance.

16 h. Security provisions.

17 i. Other expenses.

18 j. Operating capital.

19 k. Reserves.

20 l. Fees payable to the division.

21 2. Expenses for a unit owner:

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

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

29 (d) The estimated amounts shall be stated for a period  
30 of at least 12 months and may distinguish between the period  
31 prior to the time unit owners other than the developer elect a

1 majority of the board of administration and the period after  
2 that date.

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

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

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

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

15 (b) The articles of incorporation creating the  
16 association.

17 (c) The bylaws of the association.

18 (d) The ground lease or other underlying lease of the  
19 condominium.

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

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

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

29 (h) The lease of recreational and other facilities  
30 that will be used only by unit owners of the subject  
31 condominium.

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

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

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

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

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

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

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

16 (p) A copy of the documents containing any  
17 restrictions on use of the property required by subsection  
18 (17).

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

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

28 (27) If the developer is required by state or local  
29 authorities to obtain acceptance or approval of any dock or  
30 marina facilities intended to serve the condominium, a copy of  
31 any such acceptance or approval acquired by the time of filing

1 with the division under s. 718.502(1) or a statement that such  
2 acceptance or approval has not been acquired or received.

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

6 Section 7. The Department of Business and Professional  
7 Regulation may continue to prosecute any existing judicial or  
8 administrative legal proceedings that are in existence on the  
9 effective date of this act.

10 Section 8. This act shall take effect upon becoming a  
11 law.

12  
13 STATEMENT OF SUBSTANTIAL CHANGES CONTAINED IN  
14 COMMITTEE SUBSTITUTE FOR  
15 CS/SB 2498

16 Removes assignment of parking places from the list of actions  
17 that apply to unit owners who purchase after effective date of  
18 amendment.

18 Clarifies that the ombudsman provides information and explains  
19 the complaint filing process.

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