



397448

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/21/2009	.	
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The Committee on Judiciary (Fasano) recommended the following:

Senate Amendment (with title amendment)

Delete everything after the enacting clause
and insert:

Section 1. Subsection (13) of section 718.110, Florida
Statutes, is amended to read:

718.110 Amendment of declaration; correction of error or
omission in declaration by circuit court.-

(13) Any amendment prohibiting ~~restricting~~ unit owners from
renting their units or altering the number of times unit owners
are entitled to rent their units during a specified period
~~owners' rights relating to the rental of units~~ applies only to



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13 unit owners who consent to the amendment and unit owners who
14 acquire title to ~~purchase~~ their units after the effective date
15 of that amendment.

16 Section 2. Subsections (12) and (13) of section 718.111,
17 Florida Statutes, are amended to read:

18 718.111 The association.—

19 (12) OFFICIAL RECORDS.—

20 (a) From the inception of the association, the association
21 shall maintain each of the following items, when applicable,
22 which shall constitute the official records of the association:

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

25 2. A photocopy of the recorded declaration of condominium
26 of each condominium operated by the association and of each
27 amendment to each declaration.

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

30 4. A certified copy of the articles of incorporation of the
31 association, or other documents creating the association, and of
32 each amendment thereto.

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

34 6. A book or books which contain the minutes of all
35 meetings of the association, of the board of administration, and
36 of unit owners, which minutes shall be retained for a period of
37 not less than 7 years.

38 7. A current roster of all unit owners and their mailing
39 addresses, unit identifications, voting certifications, and, if
40 known, telephone numbers. The association shall also maintain
41 the electronic mailing addresses and the numbers designated by



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42 unit owners for receiving notice sent by electronic transmission
43 of those unit owners consenting to receive notice by electronic
44 transmission. The electronic mailing addresses and numbers
45 provided by unit owners to receive notice by electronic
46 transmission shall be removed from association records when
47 consent to receive notice by electronic transmission is revoked.
48 However, the association is not liable for an erroneous
49 disclosure of the electronic mail address or the number for
50 receiving electronic transmission of notices.

51 8. All current insurance policies of the association and
52 condominiums operated by the association.

53 9. A current copy of any management agreement, lease, or
54 other contract to which the association is a party or under
55 which the association or the unit owners have an obligation or
56 responsibility.

57 10. Bills of sale or transfer for all property owned by the
58 association.

59 11. Accounting records for the association and separate
60 accounting records for each condominium which the association
61 operates. All accounting records shall be maintained for a
62 period of not less than 7 years. Any person who knowingly or
63 intentionally defaces or destroys accounting records required to
64 be created and maintained by this chapter during the period for
65 which such records are required to be maintained pursuant to
66 this chapter, or who knowingly or intentionally fails to create
67 or maintain accounting records required to be maintained by this
68 chapter, with the intent of causing harm to the association or
69 one or more of its members, is personally subject to a civil
70 penalty pursuant to s. 718.501(1)(d). The accounting records



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71 shall include, but are not limited to:

72 a. Accurate, itemized, and detailed records of all receipts
73 and expenditures.

74 b. A current account and a monthly, bimonthly, or quarterly
75 statement of the account for each unit designating the name of
76 the unit owner, the due date and amount of each assessment, the
77 amount paid upon the account, and the balance due.

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

80 d. All contracts for work to be performed. Bids for work to
81 be performed shall also be considered official records and shall
82 be maintained by the association.

83 12. Ballots, sign-in sheets, voting proxies, and all other
84 papers relating to voting by unit owners, which shall be
85 maintained for a period of 1 year from the date of the election,
86 vote, or meeting to which the document relates, notwithstanding
87 paragraph (b).

88 13. All rental records, when the association is acting as
89 agent for the rental of condominium units.

90 14. A copy of the current question and answer sheet as
91 described by s. 718.504.

92 15. All other records of the association not specifically
93 included in the foregoing which are related to the operation of
94 the association.

95 16. A copy of the inspection report as provided for in s.
96 718.301(4)(p).

97 (b) The official records of the association shall be
98 maintained within the state for at least 7 years. The records of
99 the association shall be made available to a unit owner within



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100 45 miles of the condominium property or within the county in
101 which the condominium property is located within 5 working days
102 after receipt of written request by the board or its designee.
103 However, such distance requirement does not apply to an
104 association governing a timeshare condominium. This paragraph
105 may be complied with by having a copy of the official records of
106 the association available for inspection or copying on the
107 condominium property or association property, or the association
108 may offer the option of making the records of the association
109 available to a unit owner either electronically via the Internet
110 or by allowing the records to be viewed in electronic format on
111 a computer screen and printed upon request. The association is
112 not responsible for the use or misuse of the information
113 provided pursuant to the compliance requirements of this chapter
114 unless the association has an affirmative duty not to disclose
115 such information pursuant to this chapter.

116 (c) The official records of the association are open to
117 inspection by any association member or the authorized
118 representative of such member at all reasonable times. The right
119 to inspect the records includes the right to make or obtain
120 copies, at the reasonable expense, if any, of the association
121 member. The association may adopt reasonable rules regarding the
122 frequency, time, location, notice, and manner of record
123 inspections and copying. The failure of an association to
124 provide the records within 10 working days after receipt of a
125 written request shall create a rebuttable presumption that the
126 association willfully failed to comply with this paragraph. A
127 unit owner who is denied access to official records is entitled
128 to the actual damages or minimum damages for the association's



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129 willful failure to comply with this paragraph. The minimum
130 damages shall be \$50 per calendar day up to 10 days, the
131 calculation to begin on the 11th working day after receipt of
132 the written request. The failure to permit inspection of the
133 association records as provided herein entitles any person
134 prevailing in an enforcement action to recover reasonable
135 attorney's fees from the person in control of the records who,
136 directly or indirectly, knowingly denied access to the records
137 for inspection. Any person who knowingly or intentionally
138 defaces or destroys accounting records that are required by this
139 chapter to be created and maintained during the period for which
140 such records are required to be maintained pursuant to this
141 chapter, or who knowingly or intentionally fails to create or
142 maintain accounting records that are required to be maintained
143 by this chapter, with the intent of causing harm to the
144 association or one or more of its members, is personally subject
145 to a civil penalty pursuant to s. 718.501(1)(d). The association
146 shall maintain an adequate number of copies of the declaration,
147 articles of incorporation, bylaws, and rules, and all amendments
148 to each of the foregoing, as well as the question and answer
149 sheet provided for in s. 718.504 and year-end financial
150 information required in this section, on the condominium
151 property to ensure their availability to unit owners and
152 prospective purchasers, and may charge its actual costs for
153 preparing and furnishing these documents to those requesting the
154 documents ~~same~~. Notwithstanding the provisions of this
155 paragraph, the following records shall not be accessible to unit
156 owners:

157 1. Any record protected by the lawyer-client privilege as



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158 described in s. 90.502; and any record protected by the work-
159 product privilege, including any record prepared by an
160 association attorney or prepared at the attorney's express
161 direction; which reflects a mental impression, conclusion,
162 litigation strategy, or legal theory of the attorney or the
163 association, and which was prepared exclusively for civil or
164 criminal litigation or for adversarial administrative
165 proceedings, or which was prepared in anticipation of imminent
166 civil or criminal litigation or imminent adversarial
167 administrative proceedings until the conclusion of the
168 litigation or adversarial administrative proceedings.

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

172 3. Disciplinary, health, insurance, and personnel records
173 of the association's employees.

174 ~~4.3.~~ Medical records of unit owners.

175 ~~5.4.~~ Social security numbers, driver's license numbers,
176 credit card numbers, e-mail addresses, and other personal
177 identifying information of any person, excluding the person's
178 name, unit designation, mailing address, property address, and
179 other contact information.

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

182 7. The data generated by software used by the association
183 which allows manipulation of data. Such data is part of the
184 official records of the association, even if the owner owns a
185 copy of the same software used by the association, but the
186 underlying software and operating system are not part of the



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187 official records of the association.

188 (13) FINANCIAL REPORTING.—Within 90 days after the end of
189 the fiscal year, or annually on a date provided in the bylaws,
190 the association shall prepare and complete, or contract for the
191 preparation and completion of, a financial report for the
192 preceding fiscal year. Within 21 days after the final financial
193 report is completed by the association or received from the
194 third party, but not later than 120 days after the end of the
195 fiscal year or other date as provided in the bylaws, the
196 association shall mail to each unit owner at the address last
197 furnished to the association by the unit owner, or hand deliver
198 to each unit owner, a copy of the financial report or a notice
199 that a copy of the financial report will be mailed or hand
200 delivered to the unit owner, without charge, upon receipt of a
201 written request from the unit owner. The division shall adopt
202 rules setting forth uniform accounting principles and standards
203 to be used by all associations and shall adopt rules addressing
204 financial reporting requirements for multicondominium
205 associations. The rules shall include, but not be limited to,
206 standards for presenting a summary of association reserves,
207 including, but not limited to, a good faith estimate disclosing
208 the annual amount of reserve funds that would be necessary for
209 the association to fully fund reserves for each reserve item
210 based on the straight-line accounting method. This disclosure is
211 not applicable to reserves funded via the pooling method ~~uniform~~
212 ~~accounting principles and standards for stating the disclosure~~
213 ~~of at least a summary of the reserves, including information as~~
214 ~~to whether such reserves are being funded at a level sufficient~~
215 ~~to prevent the need for a special assessment and, if not, the~~



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216 ~~amount of assessments necessary to bring the reserves up to the~~
217 ~~level necessary to avoid a special assessment. The person~~
218 ~~preparing the financial reports shall be entitled to rely on an~~
219 ~~inspection report prepared for or provided to the association to~~
220 ~~meet the fiscal and fiduciary standards of this chapter. In~~
221 adopting such rules, the division shall consider the number of
222 members and annual revenues of an association. Financial reports
223 shall be prepared as follows:

224 (a) An association that meets the criteria of this
225 paragraph shall prepare or cause to be prepared a complete set
226 of financial statements in accordance with generally accepted
227 accounting principles. The financial statements shall be based
228 upon the association's total annual revenues, as follows:

229 1. An association with total annual revenues of \$100,000 or
230 more, but less than \$200,000, shall prepare compiled financial
231 statements.

232 2. An association with total annual revenues of at least
233 \$200,000, but less than \$400,000, shall prepare reviewed
234 financial statements.

235 3. An association with total annual revenues of \$400,000 or
236 more shall prepare audited financial statements.

237 (b)1. An association with total annual revenues of less
238 than \$100,000 shall prepare a report of cash receipts and
239 expenditures.

240 2. An association that ~~which~~ operates fewer ~~less~~ than 50
241 units, regardless of the association's annual revenues, shall
242 prepare a report of cash receipts and expenditures in lieu of
243 financial statements required by paragraph (a).

244 3. A report of cash receipts and disbursements must



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245 disclose the amount of receipts by accounts and receipt
246 classifications and the amount of expenses by accounts and
247 expense classifications, including, but not limited to, the
248 following, as applicable: costs for security, professional and
249 management fees and expenses, taxes, costs for recreation
250 facilities, expenses for refuse collection and utility services,
251 expenses for lawn care, costs for building maintenance and
252 repair, insurance costs, administration and salary expenses, and
253 reserves accumulated and expended for capital expenditures,
254 deferred maintenance, and any other category for which the
255 association maintains reserves.

256 (c) An association may prepare or cause to be prepared,
257 without a meeting of or approval by the unit owners:

258 1. Compiled, reviewed, or audited financial statements, if
259 the association is required to prepare a report of cash receipts
260 and expenditures;

261 2. Reviewed or audited financial statements, if the
262 association is required to prepare compiled financial
263 statements; or

264 3. Audited financial statements if the association is
265 required to prepare reviewed financial statements.

266 (d) If approved by a majority of the voting interests
267 present at a properly called meeting of the association, an
268 association may prepare or cause to be prepared:

269 1. A report of cash receipts and expenditures in lieu of a
270 compiled, reviewed, or audited financial statement;

271 2. A report of cash receipts and expenditures or a compiled
272 financial statement in lieu of a reviewed or audited financial
273 statement; or



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274 3. A report of cash receipts and expenditures, a compiled
275 financial statement, or a reviewed financial statement in lieu
276 of an audited financial statement.

277
278 Such meeting and approval must occur before ~~prior to~~ the end of
279 the fiscal year and is effective only for the fiscal year in
280 which the vote is taken, except that the approval also may be
281 effective for the following fiscal year. With respect to an
282 association to which the developer has not turned over control
283 of the association, all unit owners, including the developer,
284 may vote on issues related to the preparation of financial
285 reports for the first 2 fiscal years of the association's
286 operation, beginning with the fiscal year in which the
287 declaration is recorded. Thereafter, all unit owners except the
288 developer may vote on such issues until control is turned over
289 to the association by the developer. Any audit or review
290 prepared under this section shall be paid for by the developer
291 if done prior to turnover of control of the association. An
292 association may not waive the financial reporting requirements
293 of this section for more than 3 consecutive years.

294 Section 3. Paragraphs (n) and (o) of subsection (2) of
295 section 718.112, Florida Statutes, are amended to read:

296 718.112 Bylaws.—

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

300 (n) *Director or officer delinquencies.*—A director or
301 officer more than 90 days delinquent in the payment of any fee,
302 fine, regular assessment, or special assessment ~~assessments~~



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303 shall be deemed to have abandoned the office, creating a vacancy
304 in the office to be filled according to law.

305 (o) *Director or officer offenses.*—A director or officer
306 charged by information or indictment with a felony theft or
307 embezzlement offense involving the association's funds or
308 property shall be removed from office, creating a vacancy in the
309 office to be filled according to law. While such director or
310 officer has such criminal charge pending, he or she may not be
311 appointed or elected to a position as a director or officer.
312 However, should the charges be resolved without a finding of
313 guilt, the director or officer shall be reinstated for the
314 remainder of his or her term of office, if any.

315 Section 4. Paragraph (d) of subsection (1) of section
316 718.115, Florida Statutes, is amended to read:

317 718.115 Common expenses and common surplus.—

318 (1)

319 (d) If so provided in the declaration, the cost of
320 communications services as defined in chapter 202, information
321 services, or Internet services ~~a master antenna television~~
322 ~~system or duly franchised cable television service~~ obtained
323 pursuant to a bulk contract shall be deemed a common expense. If
324 the declaration does not provide for the cost of communications
325 services as defined in chapter 202, information services, or
326 Internet services ~~a master antenna television system or duly~~
327 ~~franchised cable television service~~ obtained under a bulk
328 contract as a common expense, the board may enter into such a
329 contract, and the cost of the service will be a common expense
330 but allocated on a per-unit basis rather than a percentage basis
331 if the declaration provides for other than an equal sharing of



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332 common expenses, and any contract entered into before July 1,
333 1998, in which the cost of the service is not equally divided
334 among all unit owners, may be changed by vote of a majority of
335 the voting interests present at a regular or special meeting of
336 the association, to allocate the cost equally among all units.
337 The contract shall be for a term of not less than 2 years.

338 1. Any contract made by the board after the effective date
339 hereof for communications services as defined in chapter 202,
340 information services, or Internet services ~~a community antenna~~
341 ~~system or duly franchised cable television service~~ may be
342 canceled by a majority of the voting interests present at the
343 next regular or special meeting of the association. Any member
344 may make a motion to cancel the ~~said~~ contract, but if no motion
345 is made or if such motion fails to obtain the required majority
346 at the next regular or special meeting, whichever occurs ~~is~~
347 sooner, following the making of the contract, ~~then~~ such contract
348 shall be deemed ratified for the term therein expressed.

349 2. Any such contract shall provide, and shall be deemed to
350 provide if not expressly set forth, that any hearing-impaired or
351 legally blind unit owner who does not occupy the unit with a
352 non-hearing-impaired or sighted person, or any unit owner
353 receiving supplemental security income under Title XVI of the
354 Social Security Act or food stamps as administered by the
355 Department of Children and Family Services pursuant to s.
356 414.31, may discontinue the cable or video service without
357 incurring disconnect fees, penalties, or subsequent service
358 charges, and, as to such units, the owners shall not be required
359 to pay any common expenses charge related to such service. If
360 fewer ~~less~~ than all members of an association share the expenses



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361 of cable or video service television, the expense shall be
362 shared equally by all participating unit owners. The association
363 may use the provisions of s. 718.116 to enforce payment of the
364 shares of such costs by the unit owners receiving cable or video
365 service television.

366 Section 5. Paragraph (b) of subsection (5) of section
367 718.116, Florida Statutes, is amended, and subsection (11) is
368 added to that section, to read:

369 718.116 Assessments; liability; lien and priority;
370 interest; collection.—

371 (5)

372 (b) To be valid, a claim of lien must state the description
373 of the condominium parcel, the name of the record owner, the
374 name and address of the association, the amount due, and the due
375 dates. It must be executed and acknowledged by an officer or
376 authorized agent of the association. No such lien shall be
377 effective longer than 1 year after the claim of lien was
378 recorded unless, within that time, an action to enforce the lien
379 is commenced. The 1-year period shall automatically be extended
380 for any length of time during which the association is prevented
381 from filing a foreclosure action by an automatic stay resulting
382 from a bankruptcy petition filed by the parcel owner or any
383 other person claiming an interest in the parcel. The claim of
384 lien shall secure all unpaid assessments which are due and which
385 may accrue subsequent to the recording of the claim of lien and
386 before ~~prior to~~ the entry of a certificate of title, as well as
387 interest and all reasonable costs and attorney's fees incurred
388 by the association incident to the collection process. Costs to
389 the unit owner secured by the association's claim of lien with



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390 regard to collection letters or any other collection efforts by
391 management companies or licensed managers as to any delinquent
392 installment of an assessment may not exceed \$75 unless the
393 management company prepares any letter or estoppel certificate
394 required by this chapter and charges a reasonable fee related to
395 the preparation of such letter or estoppel certificate. Upon
396 payment in full, the person making the payment is entitled to a
397 satisfaction of the lien.

398
399 After notice of contest of lien has been recorded, the clerk of
400 the circuit court shall mail a copy of the recorded notice to
401 the association by certified mail, return receipt requested, at
402 the address shown in the claim of lien or most recent amendment
403 to it and shall certify to the service on the face of the
404 notice. Service is complete upon mailing. After service, the
405 association has 90 days in which to file an action to enforce
406 the lien; and, if the action is not filed within the 90-day
407 period, the lien is void. However, the 90-day period shall be
408 extended for any length of time that the association is
409 prevented from filing its action because of an automatic stay
410 resulting from the filing of a bankruptcy petition by the unit
411 owner or by any other person claiming an interest in the parcel.

412 (11) If the unit is occupied by a tenant and the unit owner
413 is delinquent in the payment of regular assessments, the
414 association may demand that the tenant pay to the association
415 the future regular assessments related to the condominium unit.
416 The demand is continuing in nature, and upon demand, the tenant
417 shall continue to pay the regular assessments to the association
418 until the association releases the tenant or the tenant



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419 discontinues tenancy in the unit. The association shall mail
420 written notice to the unit owner of the association's demand
421 that the tenant pay regular assessments to the association. The
422 tenant is not liable for increases in the amount of the regular
423 assessment due unless the tenant was reasonably notified of the
424 increase before the day on which the rent is due. The liability
425 of the tenant may not exceed the amount due from the tenant to
426 the tenant's landlord. The tenant's landlord shall provide the
427 tenant a credit against rents due to the unit owner in the
428 amount of assessments paid to the association under this
429 section. The association shall, upon request, provide the tenant
430 with written receipts for payments made. The association may
431 issue notices under s. 83.56 and may sue for eviction under ss.
432 83.59-83.625 as if the association were a landlord under part II
433 of chapter 83 if the tenant fails to pay an assessment. However,
434 the association is not otherwise considered a landlord under
435 chapter 83 and specifically has no duties under s. 83.51. The
436 tenant does not, by virtue of payment of assessments, have any
437 of the rights of a unit owner to vote in any election or to
438 examine the books and records of the association. A court may
439 supersede the effect of this subsection by appointing a
440 receiver.

441 Section 6. Section 718.303, Florida Statutes, is amended to
442 read:

443 718.303 Obligations of owners and occupants; waiver; levy
444 of fines, suspension of use or voting rights, and other
445 nonexclusive remedies in law or equity ~~fine against unit~~ by an
446 association.-

447 (1) Each unit owner, each tenant and other invitee, and



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448 each association shall be governed by, and shall comply with the
449 provisions of, this chapter, the declaration, the documents
450 creating the association, and the association bylaws and the
451 provisions thereof shall be deemed expressly incorporated into
452 any lease of a unit. Actions for damages or for injunctive
453 relief, or both, for failure to comply with these provisions may
454 be brought by the association or by a unit owner against:

455 (a) The association.

456 (b) A unit owner.

457 (c) Directors designated by the developer, for actions
458 taken by them prior to the time control of the association is
459 assumed by unit owners other than the developer.

460 (d) Any director who willfully and knowingly fails to
461 comply with these provisions.

462 (e) Any tenant leasing a unit, and any other invitee
463 occupying a unit.

464

465 The prevailing party in any such action or in any action in
466 which the purchaser claims a right of voidability based upon
467 contractual provisions as required in s. 718.503(1)(a) is
468 entitled to recover reasonable attorney's fees. A unit owner
469 prevailing in an action between the association and the unit
470 owner under this section, in addition to recovering his or her
471 reasonable attorney's fees, may recover additional amounts as
472 determined by the court to be necessary to reimburse the unit
473 owner for his or her share of assessments levied by the
474 association to fund its expenses of the litigation. This relief
475 does not exclude other remedies provided by law. Actions arising
476 under this subsection shall not be deemed to be actions for



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477 specific performance.

478 (2) A provision of this chapter may not be waived if the
479 waiver would adversely affect the rights of a unit owner or the
480 purpose of the provision, except that unit owners or members of
481 a board of administration may waive notice of specific meetings
482 in writing if provided by the bylaws. Any instruction given in
483 writing by a unit owner or purchaser to an escrow agent may be
484 relied upon by an escrow agent, whether or not such instruction
485 and the payment of funds thereunder might constitute a waiver of
486 any provision of this chapter.

487 (3) If a unit owner is delinquent for more than 90 days in
488 the payment of a regular or special assessment or if the
489 declaration or bylaws so provide, the association may suspend,
490 for a reasonable time, the right of a unit owner or a unit's
491 occupant, licensee, or invitee to use common elements, common
492 facilities, or any other association property. This subsection
493 does not apply to limited common elements intended to be used
494 only by that unit, common elements that must be used to access
495 the unit, utility services provided to the unit, parking spaces,
496 or elevators. The association may also levy reasonable fines
497 against a unit for the failure of the owner of the unit, or its
498 occupant, licensee, or invitee, to comply with any provision of
499 the declaration, the association bylaws, or reasonable rules of
500 the association. No fine will become a lien against a unit. A ~~No~~
501 fine may not exceed \$100 per violation. However, a fine may be
502 levied on the basis of each day of a continuing violation, with
503 a single notice and opportunity for hearing, provided that no
504 such fine shall in the aggregate exceed \$1,000. A ~~No~~ fine may
505 not be levied and a suspension may not be imposed unless the



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506 association first gives ~~except after giving~~ reasonable notice
507 and opportunity for a hearing to the unit owner and, if
508 applicable, its occupant, licensee, or invitee. The hearing must
509 be held before a committee of other unit owners who are neither
510 board members nor persons residing in a board member's
511 household. If the committee does not agree with the fine or
512 suspension, the fine or suspension may not be levied or imposed.
513 ~~The provisions of this subsection do not apply to unoccupied~~
514 ~~units.~~

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

525 (5) If the declaration or bylaws so provide, an association
526 may also suspend the voting rights of a member due to nonpayment
527 of assessments, fines, or other charges payable to the
528 association which are delinquent in excess of 90 days.

529 Section 7. Subsection (16) of section 718.103, Florida
530 Statutes, is amended to read:

531 718.103 Definitions.—As used in this chapter, the term:

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



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535 (a) An owner or lessee of a condominium or cooperative unit
536 who has acquired the unit for his or her own occupancy; ~~or~~
537 ~~does it include~~

538 (b) A cooperative association which creates a condominium
539 by conversion of an existing residential cooperative after
540 control of the association has been transferred to the unit
541 owners if, following the conversion, the unit owners will be the
542 same persons who were unit owners of the cooperative and no
543 units are offered for sale or lease to the public as part of the
544 plan of conversion; ~~or~~

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

547 (d) A state, county, or municipal entity ~~is not a developer~~
548 ~~for any purposes under this act when it is~~ acting as a lessor
549 and not otherwise named as a developer in the declaration of
550 condominium association.

551 Section 8. Subsection (1) of section 718.301, Florida
552 Statutes, is amended to read:

553 718.301 Transfer of association control; claims of defect
554 by association.—

555 (1) When unit owners other than the developer own 15
556 percent or more of the units in a condominium that will be
557 operated ultimately by an association, the unit owners other
558 than the developer shall be entitled to elect no less than one-
559 third of the members of the board of administration of the
560 association. Unit owners other than the developer are entitled
561 to elect not less than a majority of the members of the board of
562 administration of an association:

563 (a) Three years after 50 percent of the units that will be



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564 operated ultimately by the association have been conveyed to
565 purchasers;

566 (b) Three months after 90 percent of the units that will be
567 operated ultimately by the association have been conveyed to
568 purchasers;

569 (c) When all the units that will be operated ultimately by
570 the association have been completed, some of them have been
571 conveyed to purchasers, and none of the others are being offered
572 for sale by the developer in the ordinary course of business;

573 (d) When some of the units have been conveyed to purchasers
574 and none of the others are being constructed or offered for sale
575 by the developer in the ordinary course of business;

576 (e) When the developer files a petition seeking protection
577 in bankruptcy;

578 (f) When a receiver for the developer is appointed by a
579 circuit court and is not discharged within 30 days after such
580 appointment, unless the court determines within 30 days after
581 appointment of the receiver that transfer of control would be
582 detrimental to the association or its members; or

583 (g) Seven years after recordation of the declaration of
584 condominium; or, in the case of an association which may
585 ultimately operate more than one condominium, 7 years after
586 recordation of the declaration for the first condominium it
587 operates; or, in the case of an association operating a phase
588 condominium created pursuant to s. 718.403, 7 years after
589 recordation of the declaration creating the initial phase,
590 whichever occurs first. The developer is entitled to elect at
591 least one member of the board of administration of an
592 association as long as the developer holds for sale in the



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593 ordinary course of business at least 5 percent, in condominiums
594 with fewer than 500 units, and 2 percent, in condominiums with
595 more than 500 units, of the units in a condominium operated by
596 the association. Following the time the developer relinquishes
597 control of the association, the developer may exercise the right
598 to vote any developer-owned units in the same manner as any
599 other unit owner except for purposes of reacquiring control of
600 the association or selecting the majority members of the board
601 of administration.

602 Section 9. Part VII of chapter 718, Florida Statutes,
603 consisting of sections 718.701, 718.702, 718.703, 718.704,
604 718.705, 718.706, 718.707, and 718.708, is created to read:

605 718.701 Short title.—This part may be cited as the
606 “Distressed Condominium Relief Act.”

607 718.702 Legislative intent.—

608 (1) The Legislature acknowledges the massive downturn in
609 the condominium market which has transpired throughout the state
610 and the impact of such downturn on developers, lenders, unit
611 owners, and condominium associations. Numerous condominium
612 projects have either failed or are in the process of failing,
613 whereby the condominium has a small percentage of third-party
614 unit owners as compared to the unsold inventory of units. As a
615 result of the inability to find purchasers for this inventory of
616 units, which results in part from the devaluing of real estate
617 in this state, developers are unable to satisfy the requirements
618 of their lenders, leading to defaults on mortgages.
619 Consequently, lenders are faced with the task of finding a
620 solution to the problem in order to be paid for their
621 investments.



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622 (2) The Legislature recognizes that all of the factors
623 listed in this section lead to condominiums becoming distressed,
624 resulting in detriment to the unit owners and the condominium
625 association on account of the resulting shortage of assessment
626 moneys available to support the financial requirements for
627 proper maintenance of the condominium. Such shortage and the
628 resulting lack of proper maintenance further erodes property
629 values. The Legislature finds that individuals and entities
630 within Florida and in other states have expressed interest in
631 purchasing unsold inventory in one or more condominium projects,
632 but are reticent to do so because of accompanying liabilities
633 inherited from the original developer, which are by definition
634 imputed to the successor purchaser, including a foreclosing
635 mortgagee. This results in the potential purchaser having
636 unknown and unquantifiable risks, and potential successor
637 purchasers are unwilling to accept such risks. The result is
638 that condominium projects stagnate, leaving all parties involved
639 at an impasse without the ability to find a solution.

640 (3) The Legislature finds and declares that it is the
641 public policy of this state to protect the interests of
642 developers, lenders, unit owners, and condominium associations
643 with regard to distressed condominiums, and that there is a need
644 for relief from certain provisions of the Florida Condominium
645 Act geared toward enabling economic opportunities within these
646 condominiums for successor purchasers, including foreclosing
647 mortgagees. Such relief would benefit existing unit owners and
648 condominium associations. The Legislature further finds and
649 declares that this situation cannot be open-ended without
650 potentially prejudicing the rights of unit owners and



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651 condominium associations, and thereby declares that the
652 provisions of this part shall be used by purchasers of
653 condominium inventory for a specific and defined period.

654 718.703 Definitions.—As used in this part, the term:

655 (1) "Bulk assignee" means a person who:

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

658 (b) Receives an assignment of some or all of the rights of
659 the developer as are set forth in the declaration of condominium
660 or in this chapter by a written instrument recorded as an
661 exhibit to the deed or as a separate instrument in the public
662 records of the county in which the condominium is located.

663 (2) "Bulk buyer" means a person who acquires more than
664 seven condominium parcels as set forth in s. 718.707 but who
665 does not receive an assignment of any developer rights other
666 than the right to conduct sales, leasing, and marketing
667 activities within the condominium.

668 718.704 Assignment and assumption of developer rights by
669 bulk assignee; bulk buyer.—

670 (1) A bulk assignee shall be deemed to have assumed and is
671 liable for all duties and responsibilities of the developer
672 under the declaration and this chapter, except:

673 (a) Warranties of the developer under s. 718.203(1) or s.
674 718.618, except for design, construction, development, or repair
675 work performed by or on behalf of such bulk assignee;

676 (b) The obligation to:

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

679 2. Provide converter warranties on any portion of the



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680 condominium property except as may be expressly provided by the
681 bulk assignee in the contract for purchase and sale executed
682 with a purchaser and pertaining to any design, construction,
683 development, or repair work performed by or on behalf of the
684 bulk assignee;

685 (c) The requirement to provide the association with a
686 cumulative audit of the association's finances from the date of
687 formation of the condominium association as required by s.
688 718.301. However, the bulk assignee shall provide an audit for
689 the period for which the bulk assignee elects a majority of the
690 members of the board of administration;

691 (d) Any liability arising out of or in connection with
692 actions taken by the board of administration or the developer-
693 appointed directors before the bulk assignee elects a majority
694 of the members of the board of administration; and

695 (e) Any liability for or arising out of the developer's
696 failure to fund previous assessments or to resolve budgetary
697 deficits in relation to a developer's right to guarantee
698 assessments, except as otherwise provided in subsection (2).

699
700 Further, the bulk assignee is responsible for delivering
701 documents and materials in accordance with s. 718.705(3). A bulk
702 assignee may expressly assume some or all of the obligations of
703 the developer described in paragraphs (a)-(e).

704 (2) A bulk assignee receiving the assignment of the rights
705 of the developer to guarantee the level of assessments and fund
706 budgetary deficits pursuant to s. 718.116 shall be deemed to
707 have assumed and is liable for all obligations of the developer
708 with respect to such guarantee, including any applicable funding



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709 of reserves to the extent required by law, for as long as the
710 guarantee remains in effect. A bulk assignee not receiving an
711 assignment of the right of the developer to guarantee the level
712 of assessments and fund budgetary deficits pursuant to s.
713 718.116 or a bulk buyer is not deemed to have assumed and is not
714 liable for the obligations of the developer with respect to such
715 guarantee, but is responsible for payment of assessments in the
716 same manner as all other owners of condominium parcels.

717 (3) A bulk buyer is liable for the duties and
718 responsibilities of the developer under the declaration and this
719 chapter only to the extent provided in this part, together with
720 any other duties or responsibilities of the developer expressly
721 assumed in writing by the bulk buyer.

722 (4) An acquirer of condominium parcels is not considered a
723 bulk assignee or a bulk buyer if the transfer to such acquirer
724 was made with the intent to hinder, delay, or defraud any
725 purchaser, unit owner, or the association, or if the acquirer is
726 a person who would constitute an insider under s. 726.102(7).

727 (5) An assignment of developer rights to a bulk assignee
728 may be made by the developer, a previous bulk assignee, or a
729 court of competent jurisdiction acting on behalf of the
730 developer or the previous bulk assignee. At any particular time,
731 there may be no more than one bulk assignee within a
732 condominium, but there may be more than one bulk buyer. If more
733 than one acquirer of condominium parcels receives an assignment
734 of developer rights from the same person, the bulk assignee is
735 the acquirer whose instrument of assignment is recorded first in
736 applicable public records.

737 718.705 Board of administration; transfer of control.-



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738 (1) For purposes of determining the timing for transfer of
739 control of the board of administration of the association to
740 unit owners other than the developer under s. 718.301(1)(a) and
741 (b), if a bulk assignee is entitled to elect a majority of the
742 members of the board, a condominium parcel acquired by the bulk
743 assignee shall not be deemed to be conveyed to a purchaser, or
744 to be owned by an owner other than the developer, until such
745 condominium parcel is conveyed to an owner who is not a bulk
746 assignee.

747 (2) Unless control of the board of administration of the
748 association has already been relinquished pursuant to s.
749 718.301(1), the bulk assignee is obligated to relinquish control
750 of the association in accordance with s. 718.301 and this part.

751 (3) When a bulk assignee relinquishes control of the board
752 of administration as set forth in s. 718.301, the bulk assignee
753 shall deliver all of those items required by s. 718.301(4).
754 However, the bulk assignee is not required to deliver items and
755 documents not in the possession of the bulk assignee during the
756 period during which the bulk assignee was the owner of
757 condominium parcels. In conjunction with acquisition of
758 condominium parcels, a bulk assignee shall undertake a good
759 faith effort to obtain the documents and materials required to
760 be provided to the association pursuant to s. 718.301(4). To the
761 extent the bulk assignee is not able to obtain all of such
762 documents and materials, the bulk assignee shall certify in
763 writing to the association the names or descriptions of the
764 documents and materials that were not obtainable by the bulk
765 assignee. Delivery of the certificate relieves the bulk assignee
766 of responsibility for the delivery of the documents and



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767 materials referenced in the certificate as otherwise required
768 under ss. 718.112 and 718.301 and this part. The responsibility
769 of the bulk assignee for the audit required by s. 718.301(4)
770 shall commence as of the date on which the bulk assignee elected
771 a majority of the members of the board of administration.

772 (4) If a conflict arises between the provisions or
773 application of this section and s. 718.301, this section shall
774 prevail.

775 (5) Failure of a bulk assignee or bulk buyer to comply with
776 all the requirements contained in this part shall result in the
777 loss of any and all protections or exemptions provided under
778 this part.

779 718.706 Specific provisions pertaining to offering of units
780 by a bulk assignee or bulk buyer.-

781 (1) Before offering any units for sale or for lease for a
782 term exceeding 5 years, a bulk assignee or a bulk buyer shall
783 file the following documents with the division and provide such
784 documents to a prospective purchaser:

785 (a) An updated prospectus or offering circular, or a
786 supplement to the prospectus or offering circular, filed by the
787 creating developer prepared in accordance with s. 718.504, which
788 shall include the form of contract for purchase and sale in
789 compliance with s. 718.503(2);

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

792 (c) The executed escrow agreement if required under s.
793 718.202; and

794 (d) The financial information required by s. 718.111(13).
795 However, if a financial information report does not exist for



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796 the fiscal year before acquisition of title by the bulk assignee
797 or bulk buyer, or accounting records cannot be obtained in good
798 faith by the bulk assignee or the bulk buyer which would permit
799 preparation of the required financial information report, the
800 bulk assignee or bulk buyer is excused from the requirement of
801 this paragraph. However, the bulk assignee or bulk buyer must
802 include in the purchase contract the following statement in
803 conspicuous type:

804 THE FINANCIAL INFORMATION REPORT REQUIRED UNDER S.
805 718.111(13) FOR THE IMMEDIATELY PRECEDING FISCAL YEAR
806 OF THE ASSOCIATION IS NOT AVAILABLE OR CANNOT BE
807 CREATED BY THE SELLER AS A RESULT OF INSUFFICIENT
808 ACCOUNTING RECORDS OF THE ASSOCIATION.

809 (2) Before offering any units for sale or for lease for a
810 term exceeding 5 years, a bulk assignee shall file with the
811 division and provide to a prospective purchaser a disclosure
812 statement that must include, but is not limited to:

813 (a) A description to the purchaser of any rights of the
814 developer which have been assigned to the bulk assignee;

815 (b) The following statement in conspicuous type:
816 THE SELLER IS NOT OBLIGATED FOR ANY WARRANTIES OF THE
817 DEVELOPER UNDER S. 718.203(1) OR S. 718.618, AS
818 APPLICABLE, EXCEPT FOR DESIGN, CONSTRUCTION,
819 DEVELOPMENT, OR REPAIR WORK PERFORMED BY OR ON BEHALF
820 OF SELLER; and

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

823 THE SELLER HAS NO OBLIGATION TO FUND CONVERTER
824 RESERVES OR TO PROVIDE CONVERTER WARRANTIES UNDER S.



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825 718.618 ON ANY PORTION OF THE CONDOMINIUM PROPERTY
826 EXCEPT AS MAY BE EXPRESSLY REQUIRED OF THE SELLER IN
827 THE CONTRACT FOR PURCHASE AND SALE EXECUTED BY THE
828 SELLER AND THE PREVIOUS DEVELOPER AND PERTAINING TO
829 ANY DESIGN, CONSTRUCTION, DEVELOPMENT, OR REPAIR WORK
830 PERFORMED BY OR ON BEHALF OF THE SELLER.

831 (3) In addition to the requirements set forth in subsection
832 (1), a bulk assignee or bulk buyer must comply with the
833 nondeveloper disclosure requirements set forth in s. 718.503(2)
834 before offering any units for sale or for lease for a term
835 exceeding 5 years.

836 (4) A bulk assignee, while it is in control of the board of
837 administration of the association, may not authorize, on behalf
838 of the association:

839 (a) The waiver of reserves or the reduction of funding of
840 the reserves in accordance with s. 718.112(2)(f)2., unless
841 approved by a majority of the voting interests not controlled by
842 the developer, bulk assignee, and bulk buyer; or

843 (b) The use of reserve expenditures for other purposes in
844 accordance with s. 718.112(2)(f)3., unless approved by a
845 majority of the voting interests not controlled by the
846 developer, bulk assignee, and bulk buyer.

847 (5) A bulk assignee, while it is in control of the board of
848 administration of the association, shall comply with the
849 requirements imposed upon developers to transfer control of the
850 association to the unit owners in accordance with s. 718.301.

851 (6) A bulk assignee or a bulk buyer shall comply with all
852 the requirements of s. 718.302 regarding any contracts entered
853 into by the association during the period the bulk assignee or



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854 bulk buyer maintains control of the board of administration.
855 Unit owners shall be afforded all the protections contained in
856 s. 718.302 regarding agreements entered into by the association
857 before unit owners other than the developer, bulk assignee, or
858 bulk buyer elected a majority of the board of administration.

859 (7) A bulk buyer shall comply with the requirements
860 contained in the declaration regarding any transfer of a unit,
861 including sales, leases, and subleases. A bulk buyer is not
862 entitled to any exemptions afforded a developer or successor
863 developer under this chapter regarding any transfer of a unit,
864 including sales, leases, or subleases.

865 718.707 Time limitation for classification as bulk assignee
866 or bulk buyer.—A person acquiring condominium parcels may not be
867 classified as a bulk assignee or bulk buyer unless the
868 condominium parcels were acquired before July 1, 2011. The date
869 of such acquisition shall be determined by the date of recording
870 of a deed or other instrument of conveyance for such parcels in
871 the public records of the county in which the condominium is
872 located, or by the date of issuance of a certificate of title in
873 a foreclosure proceeding with respect to such condominium
874 parcels.

875 718.708 Liability of developers and others.—An assignment
876 of developer rights to a bulk assignee or bulk buyer does not
877 release the developer from any liabilities under the declaration
878 or this chapter. This part does not limit the liability of the
879 developer for claims brought by unit owners, bulk assignees, or
880 bulk buyers for violations of this chapter by the developer,
881 unless specifically excluded in this part. Nothing contained
882 within this part waives, releases, compromises, or limits the



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883 liability of contractors, subcontractors, materialmen,
884 manufacturers, architects, engineers, or any participant in the
885 design or construction of a condominium for any claim brought by
886 an association, unit owners, bulk assignees, or bulk buyers
887 arising from the design of the condominium, construction
888 defects, misrepresentations associated with condominium
889 property, or violations of this chapter, unless specifically
890 excluded in this part.

891 Section 10. Subsections (3) and (4) of section 719.108,
892 Florida Statutes, are amended, and subsection (10) is added to
893 that section, to read:

894 719.108 Rents and assessments; liability; lien and
895 priority; interest; collection; cooperative ownership.—

896 (3) Rents and assessments, and installments on them, not
897 paid when due bear interest at the rate provided in the
898 cooperative documents from the date due until paid. This rate
899 may not exceed the rate allowed by law, and, if no rate is
900 provided in the cooperative documents, then interest shall
901 accrue at 18 percent per annum. Also, if the cooperative
902 documents or bylaws so provide, the association may charge an
903 administrative late fee in addition to such interest, in an
904 amount not to exceed the greater of \$25 or 5 percent of each
905 installment of the assessment for each delinquent installment
906 that the payment is late. Costs to the unit owner secured by the
907 association's claim of lien with regard to collection letters or
908 any other collection efforts by management companies or licensed
909 managers as to any delinquent installment of an assessment may
910 not exceed \$75 unless the management company prepares any letter
911 or estoppel certificate required by this chapter and charges a



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912 reasonable fee related to the preparation of such letter or
913 estoppel certificate. Any payment received by an association
914 shall be applied first to any interest accrued by the
915 association, then to any administrative late fee, then to any
916 costs and reasonable attorney's fees incurred in collection,
917 then to any reasonable costs for collection services for which
918 the association has contracted, and then to the delinquent
919 assessment. The foregoing shall be applicable notwithstanding
920 any restrictive endorsement, designation, or instruction placed
921 on or accompanying a payment. A late fee is not subject to
922 chapter 687 or s. 719.303(3).

923 (4) The association shall have a lien on each cooperative
924 parcel for any unpaid rents and assessments, plus interest, any
925 authorized administrative late fees, and any reasonable costs
926 for collection services for which the association has contracted
927 against the unit owner of the cooperative parcel. If authorized
928 by the cooperative documents, said lien shall also secure
929 reasonable attorney's fees incurred by the association incident
930 to the collection of the rents and assessments or enforcement of
931 such lien. The lien is effective from and after the recording of
932 a claim of lien in the public records in the county in which the
933 cooperative parcel is located which states the description of
934 the cooperative parcel, the name of the unit owner, the amount
935 due, and the due dates. The lien shall expire if a claim of lien
936 is not filed within 1 year after the date the assessment was
937 due, and no such lien shall continue for a longer period than 1
938 year after the claim of lien has been recorded unless, within
939 that time, an action to enforce the lien is commenced in a court
940 of competent jurisdiction. Except as otherwise provided in this



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941 chapter, a lien may not be filed by the association against a
942 cooperative parcel until 30 days after the date on which a
943 notice of intent to file a lien has been delivered to the owner
944 by registered or certified mail, return receipt requested, and
945 by first-class United States mail to the owner at his or her
946 last address in the records of the association, if the address
947 is within the United States, and delivered to the owner at the
948 address of the unit if the owner's address as reflected in the
949 records of the association is not the unit address. If the
950 address in the records is outside the United States, notice
951 shall be sent to that address and to the unit address by first-
952 class United States mail. Delivery of the notice shall be deemed
953 given upon mailing as required by this subsection. ~~No lien may~~
954 ~~be filed by the association against a cooperative parcel until~~
955 ~~30 days after the date on which a notice of intent to file a~~
956 ~~lien has been served on the unit owner of the cooperative parcel~~
957 ~~by certified mail or by personal service in the manner~~
958 ~~authorized by chapter 48 and the Florida Rules of Civil~~
959 ~~Procedure.~~

960 (10) If the share is occupied by a tenant and the share
961 owner is delinquent in the payment of regular assessments, the
962 association may demand that the tenant pay to the association
963 the future regular assessments related to the condominium share.
964 The demand is continuing in nature, and upon demand, the tenant
965 shall continue to pay the regular assessments to the association
966 until the association releases the tenant or the tenant
967 discontinues tenancy in the share. The association shall mail
968 written notice to the share owner of the association's demand
969 that the tenant pay regular assessments to the association. The



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970 tenant is not liable for increases in the amount of the regular
971 assessment due unless the tenant was reasonably notified of the
972 increase before the day on which the rent is due. The liability
973 of the tenant may not exceed the amount due from the tenant to
974 the tenants' landlord. The tenant's landlord shall provide the
975 tenant a credit against rents due to the unit owner in the
976 amount of assessments paid to the association under this
977 section. The association shall, upon request, provide the tenant
978 with written receipts for payments made. The association may
979 issue notices under s. 83.56 and may sue for eviction under ss.
980 83.59-83.625 as if the association were a landlord under part II
981 of chapter 83 if the tenant fails to pay an assessment. However,
982 the association is not otherwise considered a landlord under
983 chapter 83 and specifically has no duties under s. 83.51. The
984 tenant does not, by virtue of payment of assessments, have any
985 of the rights of a share owner to vote in any election or to
986 examine the books and records of the association. A court may
987 supersede the effect of this subsection by appointing a
988 receiver.

989 Section 11. Paragraph (b) of subsection (2) of section
990 720.304, Florida Statutes, is amended to read:

991 720.304 Right of owners to peaceably assemble; display of
992 flag; SLAPP suits prohibited.-

993 (2)

994 (b) Any homeowner may erect a freestanding flagpole no more
995 than 20 feet high on any portion of the homeowner's real
996 property, regardless of any covenants, restrictions, bylaws,
997 rules, or requirements of the association, if the flagpole does
998 not obstruct sightlines at intersections and is not erected



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999 within or upon an easement. The homeowner may further display in
1000 a respectful manner from that flagpole, regardless of any
1001 covenants, restrictions, bylaws, rules, or requirements of the
1002 association, one official United States flag, not larger than 4
1003 1/2 feet by 6 feet, and may additionally display one official
1004 flag of the State of Florida or the United States Army, Navy,
1005 Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such
1006 additional flag must be equal in size to or smaller than the
1007 United States flag. The flagpole and display are subject to all
1008 building codes, zoning setbacks, and other applicable
1009 governmental regulations, including, but not limited to, noise
1010 and lighting ordinances in the county or municipality in which
1011 the flag pole is erected.

1012 Section 12. Subsection (2) of section 720.305, Florida
1013 Statutes, is amended to read:

1014 720.305 Obligations of members; remedies at law or in
1015 equity; levy of fines and suspension of use rights.-

1016 (2) If a member is delinquent for more than 90 days in the
1017 payment of a regular or special assessment or if the governing
1018 documents so provide, an association may suspend, for a
1019 reasonable period of time, the rights of a member or a member's
1020 tenants, guests, or invitees, or both, to use common areas and
1021 facilities and may levy reasonable fines ~~of up to, not to exceed~~
1022 \$100 per violation, against any member or any tenant, guest, or
1023 invitee. A fine may be levied on the basis of each day of a
1024 continuing violation, with a single notice and opportunity for
1025 hearing, except that ~~a no such fine may not shall~~ exceed \$1,000
1026 in the aggregate unless otherwise provided in the governing
1027 documents. A fine of less than \$1,000 may shall not become a



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1028 lien against a parcel. In any action to recover a fine, the
1029 prevailing party is entitled to collect its reasonable
1030 attorney's fees and costs from the nonprevailing party as
1031 determined by the court. The provisions regarding the
1032 suspension-of-use rights do not apply to the portion of common
1033 areas that must be used to provide access to the parcel or
1034 utility services provided to the parcel.

1035 (a) A fine or suspension may not be imposed without notice
1036 of at least 14 days to the person sought to be fined or
1037 suspended and an opportunity for a hearing before a committee of
1038 at least three members appointed by the board who are not
1039 officers, directors, or employees of the association, or the
1040 spouse, parent, child, brother, or sister of an officer,
1041 director, or employee. If the committee, by majority vote, does
1042 not approve a proposed fine or suspension, it may not be
1043 imposed.

1044 (b) The requirements of this subsection do not apply to the
1045 imposition of suspensions or fines upon any member because of
1046 the failure of the member to pay assessments or other charges
1047 when due if such action is authorized by the governing
1048 documents. If such a fine or suspension is imposed, the
1049 association must levy the fine or impose a reasonable suspension
1050 at a properly noticed board meeting, and after the imposition of
1051 such fine or suspension, the association must notify the owner
1052 and, if applicable, the unit's occupant, licensee, or invitee by
1053 mail or hand delivery.

1054 (c) Suspension of common-area-use rights shall not impair
1055 the right of an owner or tenant of a parcel to have vehicular
1056 and pedestrian ingress to and egress from the parcel, including,



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1057 but not limited to, the right to park.

1058 Section 13. Subsection (8) is added to section 720.3085,
1059 Florida Statutes, to read:

1060 720.3085 Payment for assessments; lien claims.—

1061 (8) If the parcel is occupied by a tenant and the parcel
1062 owner is delinquent in the payment of regular assessments, the
1063 association may demand that the tenant pay to the association
1064 the future regular assessments related to the parcel. The demand
1065 is continuing in nature, and upon demand, the tenant shall
1066 continue to pay the regular assessments to the association until
1067 the association releases the tenant or the tenant discontinues
1068 tenancy in the parcel. The association shall mail written notice
1069 to the parcel owner of the association's demand that the tenant
1070 pay regular assessments to the association. The tenant is not
1071 liable for increases in the amount of the regular assessment due
1072 unless the tenant was reasonably notified of the increase before
1073 the day on which the rent is due. The tenant shall be given a
1074 credit against rents due to the parcel owner in the amount of
1075 assessments paid to the association. The association shall, upon
1076 request, provide the tenant with written receipts for payments
1077 made. The association may issue notices under s. 83.56 and may
1078 sue for eviction under ss. 83.59-83.625 as if the association
1079 were a landlord under part II of chapter 83 if the tenant fails
1080 to pay an assessment. However, the association is not otherwise
1081 considered a landlord under chapter 83 and specifically has no
1082 duties under s. 83.51. The tenant does not, by virtue of payment
1083 of assessments, have any of the rights of a parcel owner to vote
1084 in any election or to examine the books and records of the
1085 association. A court may supersede the effect of this subsection



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1086 by appointing a receiver.

1087 Section 14. Subsection (6) is added to section 720.31,
1088 Florida Statutes, to read:

1089 720.31 Recreational leaseholds; right to acquire;
1090 escalation clauses.-

1091 (6) An association may enter into agreements to acquire
1092 leaseholds, memberships, and other possessory or use interests
1093 in lands or facilities such as country clubs, golf courses,
1094 marinas, and other recreational facilities. An association may
1095 enter into such agreements regardless of whether the lands or
1096 facilities are contiguous to the lands of the community or
1097 whether such lands or facilities are intended to provide
1098 enjoyment, recreation, or other use or benefit to the owners.
1099 All leaseholds, memberships, and other possessory or use
1100 interests existing or created at the time of recording the
1101 declaration must be stated and fully described in the
1102 declaration. Subsequent to the recording of the declaration,
1103 agreements acquiring leaseholds, memberships, or other
1104 possessory or use interests not entered into within 12 months
1105 following the recording of the declaration may be entered into
1106 only if authorized by the declaration for material alterations
1107 or substantial additions to the common areas or association
1108 property. If the declaration is silent, any such transaction
1109 requires the approval of 75 percent of the total voting
1110 interests of the association. The declaration may provide that
1111 the rental, membership fees, operations, replacements, or other
1112 expenses are common expenses; impose covenants and restrictions
1113 concerning their use; and contain other provisions not
1114 inconsistent with this subsection. An association exercising its



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1115 rights under this subsection may join with other associations
1116 that are part of the same development or with a master
1117 association responsible for the enforcement of shared covenants,
1118 conditions, and restrictions in carrying out the intent of this
1119 subsection.

1120 Section 15. Subsection (17) of section 721.05, Florida
1121 Statutes, is amended to read:

1122 721.05 Definitions.—As used in this chapter, the term:

1123 (17) "Facility" means any permanent amenity, including any
1124 structure, furnishing, fixture, equipment, service, improvement,
1125 or real or personal property, improved or unimproved, other than
1126 an accommodation of the timeshare plan, which is made available
1127 to the purchasers of a timeshare plan. The term does not include
1128 an incidental benefit as defined in this section.

1129 Section 16. Subsection (2) of section 553.509, Florida
1130 Statutes, is repealed.

1131 Section 17. Paragraph (b) of subsection (2), paragraphs (a)
1132 and (c) of subsection (5), and paragraphs (b), (c), (d), (f),
1133 and (g) of subsection (6) of section 720.303, Florida Statutes,
1134 are amended, and subsection (12) is added to that section, to
1135 read:

1136 720.303 Association powers and duties; meetings of board;
1137 official records; budgets; financial reporting; association
1138 funds; recalls.—

1139 (2) BOARD MEETINGS.—

1140 (b) Members have the right to attend all meetings of the
1141 board and to speak on any matter placed on the agenda by
1142 petition of the voting interests for at least 3 minutes. The
1143 association may adopt written reasonable rules expanding the



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1144 right of members to speak and governing the frequency, duration,
1145 and other manner of member statements, which rules must be
1146 consistent with this paragraph and may include a sign-up sheet
1147 for members wishing to speak. Notwithstanding any other law, ~~the~~
1148 ~~requirement that board meetings and committee meetings be open~~
1149 ~~to the members is inapplicable to~~ meetings between the board or
1150 a committee and the association's attorney to discuss proposed
1151 or pending litigation, or with respect to meetings of the board
1152 held for the purpose of discussing personnel matters are not
1153 required to be open to the members.

1154 (5) INSPECTION AND COPYING OF RECORDS.—The official records
1155 shall be maintained within the state and must be open to
1156 inspection and available for photocopying by members or their
1157 authorized agents at reasonable times and places within 10
1158 business days after receipt of a written request for access.
1159 This subsection may be complied with by having a copy of the
1160 official records available for inspection or copying in the
1161 community. If the association has a photocopy machine available
1162 where the records are maintained, it must provide parcel owners
1163 with copies on request during the inspection if the entire
1164 request is limited to no more than 25 pages.

1165 (a) The failure of an association to provide access to the
1166 records within 10 business days after receipt of a written
1167 request submitted by certified mail, return receipt requested,
1168 creates a rebuttable presumption that the association willfully
1169 failed to comply with this subsection.

1170 (c) The association may adopt reasonable written rules
1171 governing the frequency, time, location, notice, records to be
1172 inspected, and manner of inspections, but may not require ~~impose~~



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1173 ~~a requirement that~~ a parcel owner to demonstrate any proper
1174 purpose for the inspection, state any reason for the inspection,
1175 or limit a parcel owner's right to inspect records to less than
1176 one 8-hour business day per month. The association may impose
1177 fees to cover the costs of providing copies of the official
1178 records, including, without limitation, the costs of copying.
1179 The association may charge up to 50 cents per page for copies
1180 made on the association's photocopier. If the association does
1181 not have a photocopy machine available where the records are
1182 kept, or if the records requested to be copied exceed 25 pages
1183 in length, the association may have copies made by an outside
1184 vendor or association management company personnel and may
1185 charge the actual cost of copying, including any reasonable
1186 costs involving personnel fees and charges at an hourly rate for
1187 employee time to cover administrative costs to the association.
1188 The association shall maintain an adequate number of copies of
1189 the recorded governing documents, to ensure their availability
1190 to members and prospective members. Notwithstanding the
1191 provisions of this paragraph, the following records are shall
1192 ~~be~~ accessible to members or parcel owners:

1193 1. Any record protected by the lawyer-client privilege as
1194 described in s. 90.502 and any record protected by the work-
1195 product privilege, including, but not limited to, any record
1196 prepared by an association attorney or prepared at the
1197 attorney's express direction which reflects a mental impression,
1198 conclusion, litigation strategy, or legal theory of the attorney
1199 or the association and which was prepared exclusively for civil
1200 or criminal litigation or for adversarial administrative
1201 proceedings or which was prepared in anticipation of imminent



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1202 civil or criminal litigation or imminent adversarial
1203 administrative proceedings until the conclusion of the
1204 litigation or ~~adversarial~~ administrative proceedings.

1205 2. Information obtained by an association in connection
1206 with the approval of the lease, sale, or other transfer of a
1207 parcel.

1208 3. Disciplinary, health, insurance, and personnel records,
1209 including payroll records, of the association's employees.

1210 4. Medical records of parcel owners or community residents.

1211 (6) BUDGETS.—

1212 (b) In addition to annual operating expenses, the budget
1213 may include reserve accounts for capital expenditures and
1214 deferred maintenance for which the association is responsible.
1215 If reserve accounts are not established pursuant to paragraph
1216 (d), funding of such reserves shall be limited to the extent
1217 that the governing documents do not limit increases in
1218 assessments, including reserves. If the budget of the
1219 association includes reserve accounts established pursuant to
1220 paragraph (d), such reserves shall be determined, maintained,
1221 and waived in the manner provided in this subsection. Once an
1222 association provides for reserve accounts pursuant to paragraph
1223 (d) in the budget, the association shall thereafter determine,
1224 maintain, and waive reserves in compliance with this subsection.
1225 The provisions of this section do not preclude the termination
1226 of a reserve account established pursuant to this paragraph upon
1227 approval of a majority of the voting interests of the
1228 association. Upon such approval, the terminating reserve account
1229 shall be removed from the budget.

1230 (c) 1. If the budget of the association does not provide for



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1231 reserve accounts pursuant to paragraph (d) ~~governed by this~~
1232 ~~subsection~~ and the association is responsible for the repair and
1233 maintenance of capital improvements that may result in a special
1234 assessment if reserves are not provided, each financial report
1235 for the preceding fiscal year required by subsection (7) shall
1236 contain the following statement in conspicuous type: THE BUDGET
1237 OF THE ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR
1238 CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN
1239 SPECIAL ASSESSMENTS. OWNERS MAY ELECT TO PROVIDE FOR RESERVE
1240 ACCOUNTS PURSUANT TO THE PROVISIONS OF SECTION 720.303(6),
1241 FLORIDA STATUTES, UPON OBTAINING THE APPROVAL OF ~~NOT LESS THAN~~ A
1242 MAJORITY OF THE TOTAL VOTING INTERESTS OF THE ASSOCIATION BY
1243 VOTE OF THE MEMBERS AT A MEETING OR BY WRITTEN CONSENT.

1244 2. If the budget of the association does provide for
1245 funding accounts for deferred expenditures, including, but not
1246 limited to, funds for capital expenditures and deferred
1247 maintenance, but such accounts are not created or established
1248 pursuant to paragraph (d), each financial report for the
1249 preceding fiscal year required under subsection (7) must also
1250 contain the following statement in conspicuous type: THE BUDGET
1251 OF THE ASSOCIATION DOES PROVIDE FOR LIMITED VOLUNTARY DEFERRED
1252 EXPENDITURE ACCOUNTS, INCLUDING CAPITAL EXPENDITURES AND
1253 DEFERRED MAINTENANCE, SUBJECT TO LIMITS ON FUNDING CONTAINED IN
1254 OUR GOVERNING DOCUMENTS. BECAUSE THE OWNERS HAVE NOT ELECTED TO
1255 PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO SECTION 720.303(6),
1256 FLORIDA STATUTES, THESE FUNDS ARE NOT SUBJECT TO THE
1257 RESTRICTIONS ON USE OF SUCH FUNDS SET FORTH IN THAT STATUTE, NOR
1258 ARE RESERVES CALCULATED IN ACCORDANCE WITH THAT STATUTE.

1259 (d) An association shall be deemed to have provided for



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1260 reserve accounts if ~~when~~ reserve accounts have been initially
1261 established by the developer or if ~~when~~ the membership of the
1262 association affirmatively elects to provide for reserves. If
1263 reserve accounts are not initially provided for by the
1264 developer, the membership of the association may elect to do so
1265 upon the affirmative approval of ~~not less than~~ a majority of the
1266 total voting interests of the association. Such approval may be
1267 obtained ~~attained~~ by vote of the members at a duly called
1268 meeting of the membership or by the ~~upon~~ a written consent of
1269 ~~executed by not less than~~ a majority of the total voting
1270 interests in the community. The approval action of the
1271 membership shall state that reserve accounts shall be provided
1272 for in the budget and shall designate the components for which
1273 the reserve accounts are to be established. Upon approval by the
1274 membership, the board of directors shall include ~~provide for~~ the
1275 required reserve accounts ~~for inclusion~~ in the budget in the
1276 next fiscal year following the approval and ~~in~~ each year
1277 thereafter. Once established as provided in this subsection, the
1278 reserve accounts shall be funded or maintained or shall have
1279 their funding waived in the manner provided in paragraph (f).

1280 (f) After one or more ~~Once a reserve account or~~ reserve
1281 accounts are established, the membership of the association,
1282 upon a majority vote at a meeting at which a quorum is present,
1283 may provide for no reserves or less reserves than required by
1284 this section. If a meeting of the unit owners has been called to
1285 determine whether to waive or reduce the funding of reserves and
1286 no such result is achieved or a quorum is not present, the
1287 reserves as included in the budget shall go into effect. After
1288 the turnover, the developer may vote its voting interest to



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1289 waive or reduce the funding of reserves. Any vote taken pursuant
1290 to this subsection to waive or reduce reserves is ~~shall be~~
1291 applicable only to one budget year.

1292 (g) Funding formulas for reserves authorized by this
1293 section shall be based on either a separate analysis of each of
1294 the required assets or a pooled analysis of two or more of the
1295 required assets.

1296 1. If the association maintains separate reserve accounts
1297 for each of the required assets, the amount of the contribution
1298 to each reserve account is ~~shall be~~ the sum of the following two
1299 calculations:

1300 a. The total amount necessary, if any, to bring a negative
1301 component balance to zero.

1302 b. The total estimated deferred maintenance expense or
1303 estimated replacement cost of the reserve component less the
1304 estimated balance of the reserve component as of the beginning
1305 of the period ~~for which~~ the budget will be in effect. The
1306 remainder, if greater than zero, shall be divided by the
1307 estimated remaining useful life of the component.

1308
1309 The formula may be adjusted each year for changes in estimates
1310 and deferred maintenance performed during the year and may
1311 include factors such as inflation and earnings on invested
1312 funds.

1313 2. If the association maintains a pooled account of two or
1314 more of the required reserve assets, the amount of the
1315 contribution to the pooled reserve account as disclosed on the
1316 proposed budget may ~~shall~~ not be less than that required to
1317 ensure that the balance on hand at the beginning of the period



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1318 ~~for which~~ the budget will go into effect plus the projected
1319 annual cash inflows over the remaining estimated useful life of
1320 all of the assets that make up the reserve pool are equal to or
1321 greater than the projected annual cash outflows over the
1322 remaining estimated useful lives of all ~~of~~ the assets that make
1323 up the reserve pool, based on the current reserve analysis. The
1324 projected annual cash inflows may include estimated earnings
1325 from investment of principal and accounts receivable minus the
1326 allowance for doubtful accounts. The reserve funding formula may
1327 shall not include any type of balloon payments.

1328 (12) COMPENSATION PROHIBITED.—A director, officer, or
1329 committee member of the association may not directly receive any
1330 salary or compensation from the association for the performance
1331 of duties as a director, officer, or committee member and may
1332 not in any other way benefit financially from service to the
1333 association. This subsection does not preclude:

1334 (a) Participation by such person in a financial benefit
1335 accruing to all or a significant number of members as a result
1336 of actions lawfully taken by the board or a committee of which
1337 he or she is a member, including, but not limited to, routine
1338 maintenance, repair, or replacement of community assets.

1339 (b) Reimbursement for out-of-pocket expenses incurred by
1340 such person on behalf of the association, subject to approval in
1341 accordance with procedures established by the association's
1342 governing documents or, in the absence of such procedures, in
1343 accordance with an approval process established by the board.

1344 (c) Any recovery of insurance proceeds derived from a
1345 policy of insurance maintained by the association for the
1346 benefit of its members.



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1347 (d) Any fee or compensation authorized in the governing
1348 documents.

1349 (e) Any fee or compensation authorized in advance by a vote
1350 of a majority of the voting interests voting in person or by
1351 proxy at a meeting of the members.

1352 (f) A developer or its representative from serving as a
1353 director, officer, or committee member of the association and
1354 benefitting financially from service to the association.

1355 Section 18. Subsections (8) and (9) of section 720.306,
1356 Florida Statutes, are amended to read:

1357 720.306 Meetings of members; voting and election
1358 procedures; amendments.—

1359 (8) PROXY VOTING.—The members have the right, unless
1360 otherwise provided in this subsection or in the governing
1361 documents, to vote in person or by proxy.

1362 (a) To be valid, a proxy must be dated, must state the
1363 date, time, and place of the meeting for which it was given, and
1364 must be signed by the authorized person who executed the proxy.
1365 A proxy is effective only for the specific meeting for which it
1366 was originally given, as the meeting may lawfully be adjourned
1367 and reconvened from time to time, and automatically expires 90
1368 days after the date of the meeting for which it was originally
1369 given. A proxy is revocable at any time at the pleasure of the
1370 person who executes it. If the proxy form expressly so provides,
1371 any proxy holder may appoint, in writing, a substitute to act in
1372 his or her place.

1373 (b) If the governing documents permit voting by secret
1374 ballot by members who are not in attendance at a meeting of the
1375 members for the election of directors, such ballots shall be



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1376 placed in an inner envelope with no identifying markings and
1377 mailed or delivered to the association in an outer envelope
1378 bearing identifying information reflecting the name of the
1379 member, the lot or parcel for which the vote is being cast, and
1380 the signature of the lot or parcel owner casting that ballot. If
1381 the eligibility of the member to vote is confirmed and no other
1382 ballot has been submitted for that lot or parcel, the inner
1383 envelope shall be removed from the outer envelope bearing the
1384 identification information, placed with the ballots which were
1385 personally cast, and opened when the ballots are counted. If
1386 more than one ballot is submitted for a lot or parcel, the
1387 ballots for that lot or parcel shall be disqualified. Any vote
1388 by ballot received after the closing of the balloting may not be
1389 considered.

1390 (9) ELECTIONS.—Elections of directors must be conducted in
1391 accordance with the procedures set forth in the governing
1392 documents of the association. All members of the association are
1393 ~~shall be~~ eligible to serve on the board of directors, and a
1394 member may nominate himself or herself as a candidate for the
1395 board at a meeting where the election is to be held or, if the
1396 election process allows voting by absentee ballot, in advance of
1397 the balloting. Except as otherwise provided in the governing
1398 documents, boards of directors must be elected by a plurality of
1399 the votes cast by eligible voters. Any election dispute between
1400 a member and an association must be submitted to mandatory
1401 binding arbitration with the division. Such proceedings shall be
1402 conducted in the manner provided by s. 718.1255 and the
1403 procedural rules adopted by the division.

1404 Section 19. Section 720.315, Florida Statutes, is created



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1405 to read:

1406 720.315 Passage of special assessments before turnover by
1407 developer.—Before turnover, the board of directors controlled by
1408 the developer may not levy a special assessment unless a
1409 majority of the parcel owners other than the developer have
1410 approved the special assessment by a majority vote at a duly
1411 called special meeting of the membership at which a quorum is
1412 present.

1413 Section 20. This act shall take effect July 1, 2009.

1414

1415

1416 ===== T I T L E A M E N D M E N T =====

1417 And the title is amended as follows:

1418 Delete everything before the enacting clause
1419 and insert:

1420 A bill to be entitled

1421 An act relating to community associations; amending s.
1422 718.110, F.S.; providing for the application of
1423 certain amendments to a declaration of condominium to
1424 certain unit owners; amending s. 718.111, F.S.;
1425 providing penalties for any person who knowingly or
1426 intentionally defaces or destroys certain records of
1427 an association with the intent to harm the association
1428 or any of its members; providing that an association
1429 is not responsible for the use or misuse of certain
1430 information obtained pursuant to state law requiring
1431 the maintenance of certain records of an association;
1432 providing an exception; providing that,
1433 notwithstanding the other requirements, certain



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1434 records are not accessible to unit owners; requiring
1435 that any rules adopted for the purpose of setting
1436 forth accounting principles or addressing financial
1437 reporting requirements include certain provisions and
1438 standards; amending s. 718.112, F.S.; providing that a
1439 director or officer delinquent in the payment of fee,
1440 fine, regular assesment, or special assessments by
1441 more than a specified number of days is deemed to have
1442 abandoned the office; requiring that a director
1443 charged by information or indictment of certain
1444 offenses involving an association's funds or property
1445 be removed from office; amending s. 718.115, F.S.;
1446 requiring that certain services obtained pursuant to a
1447 bulk contract as provided in the declaration be deemed
1448 a common expense; requiring that such contracts
1449 contain certain provisions; authorizing the
1450 cancellation of certain contracts; amending s.
1451 718.116, F.S.; limiting the amount of certain costs to
1452 the unit owner; providing an exception; authorizing an
1453 association to demand future regular assessments
1454 related to the condominium unit under specified
1455 conditions; providing that the demand is continuing in
1456 nature; requiring that a tenant continue to pay
1457 assessments until the occurrence of specified events;
1458 requiring the delivery of notice of such demand;
1459 limiting the liability of a tenant; amending s.
1460 718.303, F.S.; authorizing an association to suspend
1461 for a reasonable time the right of a unit owner or the
1462 unit's occupant, licensee, or invitee to use certain



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1463 common elements under certain circumstances; excluding
1464 certain common elements from such authorization;
1465 prohibiting a fine from being levied or a suspension
1466 from being imposed unless the association meets
1467 certain notice requirements; providing circumstances
1468 under which such notice requirements do not apply;
1469 providing procedures and notice requirements for
1470 levying a fine or imposing a suspension; authorizing
1471 an association to suspend voting rights due to
1472 nonpayment of assessments, fines, or other charges
1473 delinquent by a specified number of days under certain
1474 circumstances; amending s. 718.103, F.S.; expanding
1475 the definition of "developer" to include a bulk
1476 assignee or bulk buyer; amending s. 718.301, F.S.;
1477 revising conditions under which unit owners other than
1478 the developer may elect not less than a majority of
1479 the members of the board of administration of an
1480 association; creating part VII of ch. 718, F.S.;
1481 providing a short title; providing legislative
1482 findings and intent; defining the terms "bulk
1483 assignee" and "bulk buyer"; providing for the
1484 assignment of developer rights by a bulk assignee;
1485 specifying liabilities of bulk assignees and bulk
1486 buyers; providing exceptions; providing additional
1487 responsibilities of bulk assignees and bulk buyers;
1488 authorizing certain entities to assign developer
1489 rights to a bulk assignee; limiting the number of bulk
1490 assignees at any given time; providing for the
1491 transfer of control of a board of administration;



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1492 providing effects of such transfer on parcels acquired
1493 by a bulk assignee; providing obligations of a bulk
1494 assignee upon the transfer of control of a board of
1495 administration; requiring that a bulk assignee certify
1496 certain information in writing; providing for the
1497 resolution of a conflict between specified provisions
1498 of state law; providing that the failure of a bulk
1499 assignee or bulk buyer to comply with specified
1500 provisions of state law results in the loss of certain
1501 protections and exemptions; requiring that a bulk
1502 assignee or bulk buyer file certain information with
1503 the Division of Florida Condominiums, Timeshares, and
1504 Mobile Homes of the Department of Business and
1505 Professional Regulation before offering any units for
1506 sale or lease in excess of a specified term; requiring
1507 that a copy of such information be provided to a
1508 prospective purchaser; requiring that certain
1509 contracts and disclosure statements contain specified
1510 statements; requiring that a bulk assignee or bulk
1511 buyer comply with certain disclosure requirements;
1512 prohibiting a bulk assignee from taking certain
1513 actions on behalf of an association while the bulk
1514 assignee is in control of the board of administration
1515 of the association and requiring that such bulk
1516 assignee comply with certain requirements; requiring
1517 that a bulk assignee or bulk buyer comply with certain
1518 requirements regarding certain contracts; providing
1519 unit owners with specified protections regarding
1520 certain contracts; requiring that a bulk buyer comply



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1521 with certain requirements regarding the transfer of a
1522 unit; prohibiting a person from being classified as a
1523 bulk assignee or bulk buyer unless condominium parcels
1524 were acquired before a specified date; providing for
1525 the determination of the date of acquisition of a
1526 parcel; providing that the assignment of developer
1527 rights to a bulk assignee does not release a developer
1528 from certain liabilities; preserving certain
1529 liabilities for certain parties; amending s. 719.108,
1530 F.S.; authorizing an association to recover charges
1531 incurred in connection with collecting a delinquent
1532 assessment up to a specified maximum amount; providing
1533 a prioritized list for disbursement of payments
1534 received by an association; providing for a lien by an
1535 association on a condominium unit for certain fees and
1536 costs; providing procedures and notice requirements
1537 for the filing of a lien by an association;
1538 authorizing an association to demand future regular
1539 assessments related to a unit under specified
1540 conditions; amending s. 720.304, F.S.; providing that
1541 a flagpole and any flagpole display are subject to
1542 certain codes and regulations; amending s. 720.305,
1543 F.S.; authorizing the association to suspend certain
1544 rights under certain circumstances; providing that
1545 certain provisions regarding the suspension-of-use
1546 rights of an association do not apply to certain
1547 portions of common areas; providing procedures and
1548 notice requirements for levying a fine or imposing a
1549 suspension; amending s. 720.3085, F.S.; authorizing an



1550 association to demand future regular assessments
1551 related to a parcel under specified conditions;
1552 amending s. 720.31, F.S.; authorizing an association
1553 to enter into certain agreements; requiring that
1554 certain items be stated and fully described in the
1555 declaration; limiting an association's power to enter
1556 into such agreements after a specified period
1557 following the recording of a declaration; requiring
1558 that certain agreements be approved by a specified
1559 percentage of voting interests of an association when
1560 the declaration is silent as to the authority of an
1561 association to enter into such agreement; authorizing
1562 an association to join with other associations or a
1563 master association under certain circumstances and for
1564 specified purposes; amending s. 721.05, F.S.; limiting
1565 the definition of "facility" to certain permanent
1566 amenities; repealing s. 553.509(2), F.S., relating to
1567 public elevators and emergency operation plans in
1568 certain condominiums and multifamily dwellings;
1569 amending s. 720.303, F.S.; revising provisions
1570 relating to homeowners' association board meetings,
1571 inspection and copying of records, and reserve
1572 accounts of budgets; prohibiting certain association
1573 personnel from receiving a salary or compensation;
1574 providing exceptions; amending s. 720.306, F.S.;
1575 providing requirements for secret ballots; creating s.
1576 720.315, F.S.; prohibiting the board of directors of a
1577 homeowners' association from levying a special
1578 assessment before turnover of the association by the



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developer unless certain conditions are met; providing
an effective date.