

1                   A bill to be entitled  
2           An act relating to condominium, cooperative, and  
3           homeowners' associations; amending s. 718.111, F.S.;  
4           revising provisions relating to the official records of  
5           condominium associations; providing for disclosure of  
6           employment agreements or compensation paid to association  
7           employees; amending s. 718.112, F.S.; revising provisions  
8           relating to board of administration and unit owner  
9           meetings; providing that board of administration meetings  
10          discussing personnel matters are not open to unit members;  
11          requiring that certain educational curriculum be completed  
12          within a specified time before the election or appointment  
13          of a board director; amending s. 718.114, F.S.; requiring  
14          the vote or written consent of a majority of the voting  
15          interests before a condominium association may enter into  
16          certain agreements to acquire leaseholds, memberships, or  
17          other possessory or use interests; amending s. 718.116,  
18          F.S.; revising provisions relating to condominium  
19          assessments; authorizing the association to charge for  
20          collection services for delinquent accounts; authorizing a  
21          claim of lien to secure reasonable expenses for collection  
22          services for a delinquent account; requiring any rent  
23          payments received by an association from a tenant to be  
24          applied to the most delinquent monetary obligation of a  
25          unit owner; amending s. 718.117, F.S.; providing  
26          procedures and requirements for partial termination of a  
27          condominium property; requiring that a lien against a  
28          condominium unit being terminated be transferred to the

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29 | proceeds of sale for that property; amending s. 718.303,  
30 | F.S.; revising provisions relating to imposing remedies  
31 | against a delinquent unit owner; requiring that the  
32 | suspension of certain rights of use or voting rights be  
33 | approved at a noticed board meeting; amending s. 718.703.  
34 | F.S.; redefining the term "bulk assignee" for purposes of  
35 | the Distressed Condominium Relief Act; amending s.  
36 | 718.704, F.S.; revising provisions relating to the  
37 | assignment of developer rights by a bulk assignee;  
38 | amending s. 718.705, F.S.; revising provisions relating to  
39 | the transfer of control of a condominium board of  
40 | administration to unit owners; amending s. 718.706, F.S.;  
41 | revising provisions relating to the offering of units by a  
42 | bulk assignee or bulk buyer; amending s. 718.707, F.S.;  
43 | revising the time limitation for classification as a bulk  
44 | assignee or bulk buyer; amending s. 719.108, F.S.;  
45 | requiring any rent payments received by a cooperative  
46 | association from a tenant to be applied to the most  
47 | delinquent monetary obligation of a unit owner; amending  
48 | s. 719.303, F.S.; revising provisions relating to imposing  
49 | remedies against a delinquent unit owner in a cooperative;  
50 | requiring that the suspension of certain rights of use or  
51 | voting rights be approved at a noticed board meeting;  
52 | amending s. 720.303, F.S.; revising provisions relating to  
53 | records that are not accessible to members of a  
54 | homeowners' association; providing for disclosure of  
55 | employment agreements and compensation paid to association  
56 | employees; amending s. 720.305, F.S.; revising provisions

57 relating to imposing remedies against a delinquent member  
 58 of a homeowners' association; requiring that the  
 59 suspension of certain rights of use or voting rights be  
 60 approved at a noticed board meeting; amending s. 720.3085,  
 61 F.S.; authorizing a claim of lien to secure expenses for  
 62 collection services for a delinquent account; requiring  
 63 any rent payments received by an association from a tenant  
 64 to be applied to the most delinquent monetary obligation  
 65 of a parcel owner; amending s. 720.309, F.S.; providing  
 66 for the allocation of communication services by a  
 67 homeowners' association; providing for the cancellation of  
 68 communication contracts; providing that hearing-impaired  
 69 or legally blind owners and owners receiving certain  
 70 supplemental security income or food stamps may  
 71 discontinue the service without incurring costs; providing  
 72 that residents may not be denied access to available  
 73 franchised, licensed, or certificated cable or video  
 74 service providers; providing an effective date.

75  
 76 Be It Enacted by the Legislature of the State of Florida:

77  
 78 Section 1. Paragraphs (a) and (c) of subsection (12) of  
 79 section 718.111, Florida Statutes, are amended to read:

80 718.111 The association.—

81 (12) OFFICIAL RECORDS.—

82 (a) From the inception of the association, the association  
 83 shall maintain each of the following items, if applicable, which  
 84 constitutes ~~shall constitute~~ the official records of the

85 association:

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

88 2. A photocopy of the recorded declaration of condominium  
89 of each condominium operated by the association and ~~of~~ each  
90 amendment to each declaration.

91 3. A photocopy of the recorded bylaws of the association  
92 and ~~of~~ each amendment to the bylaws.

93 4. A certified copy of the articles of incorporation of  
94 the association, or other documents creating the association,  
95 and ~~of~~ each amendment thereto.

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

97 6. A book or books that ~~which~~ contain the minutes of all  
98 meetings of the association, ~~of~~ the board of administration, and  
99 the ~~of~~ unit owners, which ~~minutes~~ must be retained for at least  
100 7 years.

101 7. A current roster of all unit owners and their mailing  
102 addresses, unit identifications, voting certifications, and, if  
103 known, telephone numbers. The association shall also maintain  
104 the e-mail ~~the electronic mailing~~ addresses and facsimile ~~the~~  
105 ~~numbers designated by unit owners for receiving notice sent by~~  
106 ~~electronic transmission~~ of those unit owners consenting to  
107 receive notice by electronic transmission. The e-mail ~~electronic~~  
108 ~~mailing~~ addresses and facsimile ~~telephone~~ numbers may not be  
109 accessible to unit owners ~~must be removed from association~~  
110 ~~records~~ if consent to receive notice by electronic transmission  
111 is not provided in accordance with subparagraph (c)5 ~~revoked~~.  
112 However, the association is not liable for an erroneous

113 disclosure of an e-mail ~~the electronic mail~~ address or facsimile  
 114 ~~the~~ number for receiving electronic transmission of notices.

115 8. All current insurance policies of the association and  
 116 condominiums operated by the association.

117 9. A current copy of any management agreement, lease, or  
 118 other contract to which the association is a party or under  
 119 which the association or the unit owners have an obligation or  
 120 responsibility.

121 10. Bills of sale or transfer for all property owned by  
 122 the association.

123 11. Accounting records for the association and separate  
 124 accounting records for each condominium that ~~which~~ the  
 125 association operates. All accounting records must ~~shall~~ be  
 126 maintained for at least 7 years. Any person who knowingly or  
 127 intentionally defaces or destroys such ~~accounting~~ records  
 128 ~~required to be created and maintained by this chapter during the~~  
 129 ~~period for which such records are required to be maintained,~~ or  
 130 who knowingly or intentionally fails to create or maintain such  
 131 records, with the intent of causing harm to the association or  
 132 one or more of its members, is personally subject to a civil  
 133 penalty pursuant to s. 718.501(1)(d). The accounting records  
 134 must include, but are not limited to:

135 a. Accurate, itemized, and detailed records of all  
 136 receipts and expenditures.

137 b. A current account and a monthly, bimonthly, or  
 138 quarterly statement of the account for each unit designating the  
 139 name of the unit owner, the due date and amount of each  
 140 assessment, the amount paid on ~~upon~~ the account, and the balance

141 | due.

142 |       c. All audits, reviews, accounting statements, and  
143 | financial reports of the association or condominium.

144 |       d. All contracts for work to be performed. Bids for work  
145 | to be performed are also considered official records and must be  
146 | maintained by the association.

147 |       12. Ballots, sign-in sheets, voting proxies, and all other  
148 | papers relating to voting by unit owners, which must be  
149 | maintained for 1 year from the date of the election, vote, or  
150 | meeting to which the document relates, notwithstanding paragraph  
151 | (b).

152 |       13. All rental records if the association is acting as  
153 | agent for the rental of condominium units.

154 |       14. A copy of the current question and answer sheet as  
155 | described in s. 718.504.

156 |       15. All other records of the association not specifically  
157 | included in the foregoing which are related to the operation of  
158 | the association.

159 |       16. A copy of the inspection report as described ~~provided~~  
160 | in s. 718.301(4) (p).

161 |       (c) The official records of the association are open to  
162 | inspection by any association member or the authorized  
163 | representative of such member at all reasonable times. The right  
164 | to inspect the records includes the right to make or obtain  
165 | copies, at the reasonable expense, if any, of the member. The  
166 | association may adopt reasonable rules regarding the frequency,  
167 | time, location, notice, and manner of record inspections and  
168 | copying. The failure of an association to provide the records

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169 within 10 working days after receipt of a written request  
170 creates a rebuttable presumption that the association willfully  
171 failed to comply with this paragraph. A unit owner who is denied  
172 access to official records is entitled to the actual damages or  
173 minimum damages for the association's willful failure to comply.  
174 Minimum damages are ~~shall be~~ \$50 per calendar day for up to 10  
175 days, beginning ~~the calculation to begin~~ on the 11th working day  
176 after receipt of the written request. The failure to permit  
177 inspection ~~of the association records as provided herein~~  
178 entitles any person prevailing in an enforcement action to  
179 recover reasonable attorney's fees from the person in control of  
180 the records who, directly or indirectly, knowingly denied access  
181 to the records. ~~Any person who knowingly or intentionally~~  
182 ~~defaces or destroys accounting records that are required by this~~  
183 ~~chapter to be maintained during the period for which such~~  
184 ~~records are required to be maintained, or who knowingly or~~  
185 ~~intentionally fails to create or maintain accounting records~~  
186 ~~that are required to be created or maintained, with the intent~~  
187 ~~of causing harm to the association or one or more of its~~  
188 ~~members, is personally subject to a civil penalty pursuant to s.~~  
189 ~~718.501(1)(d).~~ The association shall maintain an adequate number  
190 of copies of the declaration, articles of incorporation, bylaws,  
191 and rules, and all amendments to each of the foregoing, as well  
192 as the question and answer sheet as described ~~provided for~~ in s.  
193 718.504 and year-end financial information required under ~~in~~  
194 this section, on the condominium property to ensure their  
195 availability to unit owners and prospective purchasers, and may  
196 charge its actual costs for preparing and furnishing these

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CODING: Words **stricken** are deletions; words **underlined** are additions.

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197 documents to those requesting the documents. Notwithstanding ~~the~~  
 198 ~~provisions of~~ this paragraph, the following records are not  
 199 accessible to unit owners:

200 1. Any record protected by the lawyer-client privilege as  
 201 described in s. 90.502; and any record protected by the work-  
 202 product privilege, including a any record prepared by an  
 203 association attorney, or prepared at the attorney's express  
 204 direction, ~~;~~ which reflects a mental impression, conclusion,  
 205 litigation strategy, or legal theory of the attorney or the  
 206 association, and which was prepared exclusively for civil or  
 207 criminal litigation or for adversarial administrative  
 208 proceedings, or which was prepared in anticipation of such  
 209 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~  
 210 ~~administrative~~ proceedings until the conclusion of the  
 211 litigation or ~~adversarial administrative~~ proceedings.

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

215 3. Personnel records of association employees, including,  
 216 but not limited to, disciplinary, payroll, health, and insurance  
 217 records, but not including written employment agreements with an  
 218 association employee or budgetary or financial records that  
 219 indicate the compensation paid to an association employee.

220 4. Medical records of unit owners.

221 5. Social security numbers, driver's license numbers,  
 222 credit card numbers, e-mail addresses, telephone numbers,  
 223 facsimile numbers, emergency contact information, ~~any~~ addresses  
 224 of a unit owner ~~other than as provided to fulfill the~~



225 ~~association's notice requirements~~, and other personal  
 226 identifying information of any person, excluding the person's  
 227 name, unit designation, mailing address, and property address,  
 228 and any address, e-mail address, or facsimile number provided to  
 229 the association to fulfill the association's notice  
 230 requirements. However, an owner may consent to the disclosure of  
 231 protected information described in this subparagraph. The  
 232 association is not liable for the disclosure of information that  
 233 is protected under this subparagraph if the information is  
 234 included in other official records of the association which are  
 235 not protected.

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

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

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

244 718.112 Bylaws.—

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

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

249 1. Unless a lower number is provided in the bylaws, the  
 250 percentage of voting interests required to constitute a quorum  
 251 at a meeting of the members is ~~shall be~~ a majority of the voting  
 252 interests. Unless otherwise provided in this chapter or in the

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253 | declaration, articles of incorporation, or bylaws, and except as  
 254 | provided in subparagraph (d) 4. ~~(d) 3.~~, decisions shall be made by  
 255 | ~~owners~~ of a majority of the voting interests represented at a  
 256 | meeting at which a quorum is present.

257 |       2. Except as specifically otherwise provided herein, ~~after~~  
 258 | ~~January 1, 1992,~~ unit owners may not vote by general proxy, but  
 259 | may vote by limited proxies substantially conforming to a  
 260 | limited proxy form adopted by the division. A ~~No~~ voting interest  
 261 | or consent right allocated to a unit owned by the association  
 262 | may not ~~shall~~ be exercised or considered for any purpose,  
 263 | whether for a quorum, an election, or otherwise. Limited proxies  
 264 | and general proxies may be used to establish a quorum. Limited  
 265 | proxies shall be used for votes taken to waive or reduce  
 266 | reserves in accordance with subparagraph (f)2.; for votes taken  
 267 | to waive the financial reporting requirements of s. 718.111(13);  
 268 | for votes taken to amend the declaration pursuant to s. 718.110;  
 269 | for votes taken to amend the articles of incorporation or bylaws  
 270 | pursuant to this section; and for any other matter for which  
 271 | this chapter requires or permits a vote of the unit owners.  
 272 | Except as provided in paragraph (d), a ~~after January 1, 1992,~~ ~~no~~  
 273 | proxy, limited or general, may not ~~shall~~ be used in the election  
 274 | of board members. General proxies may be used for other matters  
 275 | for which limited proxies are not required, and may ~~also~~ be used  
 276 | in voting for nonsubstantive changes to items for which a  
 277 | limited proxy is required and given. Notwithstanding ~~the~~  
 278 | ~~provisions~~ of this subparagraph, unit owners may vote in person  
 279 | at unit owner meetings. This subparagraph does not ~~Nothing~~  
 280 | ~~contained herein shall~~ limit the use of general proxies or

281 require the use of limited proxies for any agenda item or  
 282 election at any meeting of a timeshare condominium association.

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

289 4. A member of the board of administration or a committee  
 290 may submit in writing his or her agreement or disagreement with  
 291 any action taken at a meeting that the member did not attend.  
 292 This agreement or disagreement may not be used as a vote for or  
 293 against the action taken or to create ~~and may not be used for~~  
 294 ~~the purposes of creating~~ a quorum.

295 5. If ~~When~~ any of the board or committee members meet by  
 296 telephone conference, those board or committee members ~~attending~~  
 297 ~~by telephone conference~~ may be counted toward obtaining a quorum  
 298 and may vote by telephone. A telephone speaker must be used so  
 299 that the conversation of those ~~board or committee~~ members  
 300 ~~attending by telephone~~ may be heard by the board or committee  
 301 members attending in person as well as by any unit owners  
 302 present at a meeting.

303 (c) *Board of administration meetings.*—Meetings of the  
 304 board of administration at which a quorum of the members is  
 305 present are ~~shall be~~ open to all unit owners. A ~~Any~~ unit owner  
 306 may tape record or videotape the ~~meetings of the board of~~  
 307 ~~administration.~~ The right to attend such meetings includes the  
 308 right to speak at such meetings with reference to all designated

309 agenda items. The division shall adopt reasonable rules  
 310 governing the tape recording and videotaping of the meeting. The  
 311 association may adopt written reasonable rules governing the  
 312 frequency, duration, and manner of unit owner statements.

313 1. Adequate notice of all board meetings, which must  
 314 ~~notice shall~~ specifically identify all ~~incorporate an~~  
 315 ~~identification of~~ agenda items, must ~~shall~~ be posted  
 316 conspicuously on the condominium property at least 48 continuous  
 317 hours before ~~preceding~~ the meeting except in an emergency. If 20  
 318 percent of the voting interests petition the board to address an  
 319 item of business, the board ~~shall~~ at its next regular board  
 320 meeting or at a special meeting of the board, but not later than  
 321 60 days after the receipt of the petition, shall place the item  
 322 on the agenda. Any item not included on the notice may be taken  
 323 up on an emergency basis by at least a majority plus one of the  
 324 board members ~~of the board~~. Such emergency action must ~~shall~~ be  
 325 noticed and ratified at the next regular board meeting ~~of the~~  
 326 ~~board~~. However, written notice of any meeting at which  
 327 nonemergency special assessments, or at which amendment to rules  
 328 regarding unit use, will be considered must ~~shall~~ be mailed,  
 329 delivered, or electronically transmitted to the unit owners and  
 330 posted conspicuously on the condominium property at least ~~not~~  
 331 ~~less than~~ 14 days before ~~prior to~~ the meeting. Evidence of  
 332 compliance with this 14-day notice requirement ~~must~~ ~~shall~~ be  
 333 made by an affidavit executed by the person providing the notice  
 334 and filed with ~~among~~ the official records of the association.  
 335 Upon notice to the unit owners, the board shall, by duly adopted  
 336 rule, designate a specific location on the condominium ~~property~~

337 or association property where ~~upon which~~ all notices of board  
 338 meetings are to ~~shall~~ be posted. If there is no condominium  
 339 ~~property~~ or association property where ~~upon which~~ notices can be  
 340 posted, notices ~~of board meetings~~ shall be mailed, delivered, or  
 341 electronically transmitted at least 14 days before the meeting  
 342 to the owner of each unit. In lieu of or in addition to the  
 343 physical posting of the notice ~~of any meeting of the board of~~  
 344 ~~administration~~ on the condominium property, the association may,  
 345 by reasonable rule, adopt a procedure for conspicuously posting  
 346 and repeatedly broadcasting the notice and the agenda on a  
 347 closed-circuit cable television system serving the condominium  
 348 association. However, if broadcast notice is used in lieu of a  
 349 notice ~~posted~~ physically posted on ~~the~~ condominium property, the  
 350 notice and agenda must be broadcast at least four times every  
 351 broadcast hour of each day that a posted notice is otherwise  
 352 required under this section. If ~~When~~ broadcast notice is  
 353 provided, the notice and agenda must be broadcast in a manner  
 354 and for a sufficient continuous length of time so as to allow an  
 355 average reader to observe the notice and read and comprehend the  
 356 entire content of the notice and the agenda. Notice of any  
 357 meeting in which regular or special assessments against unit  
 358 owners are to be considered for any reason must ~~shall~~  
 359 specifically state that assessments will be considered and  
 360 provide the nature, estimated cost, and description of the  
 361 purposes for such assessments.

362 2. Meetings of a committee to take final action on behalf  
 363 of the board or make recommendations to the board regarding the  
 364 association budget are subject to ~~the provisions of~~ this

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

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

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

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

379 (d) *Unit owner meetings.*—

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

386 2. Unless the bylaws provide otherwise, a vacancy on the  
 387 board caused by the expiration of a director's term shall be  
 388 filled by electing a new board member, and the election must be  
 389 by secret ballot. An election is not required ~~However,~~ if the  
 390 number of vacancies equals or exceeds the number of candidates,  
 391 ~~an election is not required.~~ Except in a timeshare condominium,  
 392 the terms of all board members ~~of the board~~ expire at the annual

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393 meeting and such ~~board~~ members may stand for reelection unless  
394 otherwise permitted by the bylaws. If the bylaws permit  
395 staggered terms of no more than 2 years and upon approval of a  
396 majority of the total voting interests, the association board  
397 members may serve 2-year staggered terms. If the number of board  
398 members whose terms have expired exceeds the number of eligible  
399 members showing interest in or demonstrating an intention to run  
400 for the vacant positions, each board member whose term has  
401 expired is eligible for reappointment to the board of  
402 administration and need not stand for reelection. In a  
403 condominium association of more than 10 units or in a  
404 condominium association that does not include timeshare units or  
405 timeshare interests, coowners of a unit may not serve as members  
406 of the board of directors at the same time unless they own more  
407 than one unit or unless there are not enough eligible candidates  
408 to fill the vacancies on the board at the time of the vacancy.  
409 Any unit owner desiring to be a candidate for board membership  
410 must comply with sub-subparagraph 4.a. ~~3.a.~~ A person who has  
411 been suspended or removed by the division under this chapter, or  
412 who is delinquent in the payment of any fee, fine, or special or  
413 regular assessment as provided in paragraph (n), is not eligible  
414 for board membership. A person who has been convicted of any  
415 felony in this state or in a United States District or  
416 Territorial Court, or who has been convicted of any offense in  
417 another jurisdiction which ~~that~~ would be considered a felony if  
418 committed in this state, is not eligible for board membership  
419 unless such felon's civil rights have been restored for at least  
420 5 years as of the date ~~on which~~ such person seeks election to

421 the board. The validity of an action by the board is not  
 422 affected if it is later determined that a board member ~~of the~~  
 423 ~~board~~ is ineligible for board membership due to having been  
 424 convicted of a felony.

425 3.2. The bylaws must provide the method of calling  
 426 meetings of unit owners, including annual meetings. Written  
 427 notice, ~~which~~ must include an agenda, must ~~shall~~ be mailed, hand  
 428 delivered, or electronically transmitted to each unit owner at  
 429 least 14 days before the annual meeting, and must be posted in a  
 430 conspicuous place on the condominium property at least 14  
 431 continuous days before ~~preceding~~ the annual meeting. Upon notice  
 432 to the unit owners, the board shall, by duly adopted rule,  
 433 designate a specific location on the condominium property or  
 434 association property where ~~upon which~~ all notices of unit owner  
 435 meetings shall be posted. This requirement does not apply  
 436 ~~However,~~ if there is no condominium property or association  
 437 property for posting ~~upon which notices can be posted,~~ this  
 438 ~~requirement does not apply.~~ In lieu of, or in addition to, the  
 439 physical posting of meeting notices, the association may, by  
 440 reasonable rule, adopt a procedure for conspicuously posting and  
 441 repeatedly broadcasting the notice and the agenda on a closed-  
 442 circuit cable television system serving the condominium  
 443 association. However, if broadcast notice is used ~~in lieu of a~~  
 444 ~~notice posted physically on the condominium property,~~ the notice  
 445 and agenda must be broadcast at least four times every broadcast  
 446 hour of each day that a posted notice is otherwise required  
 447 under this section. If broadcast notice is provided, the notice  
 448 and agenda must be broadcast in a manner and for a sufficient



449 continuous length of time so as to allow an average reader to  
450 observe the notice and read and comprehend the entire content of  
451 the notice and the agenda. Unless a unit owner waives ~~in writing~~  
452 the right to receive notice of the annual meeting in writing,  
453 such notice must be hand delivered, mailed, or electronically  
454 transmitted to each unit owner. Notice for meetings and notice  
455 for all other purposes must be mailed to each unit owner at the  
456 address last furnished to the association by the unit owner, or  
457 hand delivered to each unit owner. However, if a unit is owned  
458 by more than one person, the association must ~~shall~~ provide  
459 notice, ~~for meetings and all other purposes,~~ to the ~~that one~~  
460 address that ~~which~~ the developer initially identified ~~identifies~~  
461 for that purpose and thereafter as one or more of the owners of  
462 the unit ~~shall~~ advise the association in writing, or if no  
463 address is given or the owners of the unit do not agree, to the  
464 address provided on the deed of record. An officer of the  
465 association, or the manager or other person providing notice of  
466 the association meeting, must ~~shall~~ provide an affidavit or  
467 United States Postal Service certificate of mailing, to be  
468 included in the official records of the association affirming  
469 that the notice was mailed or hand delivered, in accordance with  
470 this provision.

471 4.3. The members of the board shall be elected by written  
472 ballot or voting machine. Proxies may not be used in electing  
473 the board in general elections or elections to fill vacancies  
474 caused by recall, resignation, or otherwise, unless otherwise  
475 provided in this chapter.

476 a. At least 60 days before a scheduled election, the

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477 association shall mail, deliver, or electronically transmit,  
478 ~~whether~~ by separate association mailing or included in another  
479 association mailing, delivery, or transmission, including  
480 regularly published newsletters, to each unit owner entitled to  
481 a vote, a first notice of the date of the election. Any unit  
482 owner or other eligible person desiring to be a candidate for  
483 the board must give written notice of his or her intent to be a  
484 candidate to the association at least 40 days before a scheduled  
485 election. Together with the written notice and agenda as set  
486 forth in subparagraph 3. 2., the association shall mail,  
487 deliver, or electronically transmit a second notice of the  
488 election to all unit owners entitled to vote, together with a  
489 ballot that lists all candidates. Upon request of a candidate,  
490 an information sheet, no larger than 8 1/2 inches by 11 inches,  
491 which must be furnished by the candidate at least 35 days before  
492 the election, must be included with the mailing, delivery, or  
493 transmission of the ballot, with the costs of mailing, delivery,  
494 or electronic transmission and copying to be borne by the  
495 association. The association is not liable for the contents of  
496 the information sheets prepared by the candidates. In order to  
497 reduce costs, the association may print or duplicate the  
498 information sheets on both sides of the paper. The division  
499 shall by rule establish voting procedures consistent with this  
500 sub-subparagraph, including rules establishing procedures for  
501 giving notice by electronic transmission and rules providing for  
502 the secrecy of ballots. Elections shall be decided by a  
503 plurality of ~~those~~ ballots cast. There is no quorum requirement;  
504 however, at least 20 percent of the eligible voters must cast a

505 ballot in order to have a valid election ~~of members of the~~  
 506 ~~board~~. A unit owner may not permit any other person to vote his  
 507 or her ballot, and any ballots improperly cast are invalid. At  
 508 ~~provided any~~ unit owner who violates this provision may be fined  
 509 by the association in accordance with s. 718.303. A unit owner  
 510 who needs assistance in casting the ballot for the reasons  
 511 stated in s. 101.051 may obtain such assistance. The regular  
 512 election must occur on the date of the annual meeting. This sub-  
 513 subparagraph does not apply to timeshare condominium  
 514 associations. Notwithstanding this sub-subparagraph, an election  
 515 is not required unless more candidates file notices of intent to  
 516 run or are nominated than board vacancies exist.

517       b. Within 90 days after being elected or appointed to the  
 518 board, each newly elected or appointed director shall certify in  
 519 writing to the secretary of the association that he or she has  
 520 read the association's declaration of condominium, articles of  
 521 incorporation, bylaws, and current written policies; that he or  
 522 she will work to uphold such documents and policies to the best  
 523 of his or her ability; and that he or she will faithfully  
 524 discharge his or her fiduciary responsibility to the  
 525 association's members. In lieu of this written certification,  
 526 within 90 days after being elected or appointed to the board,  
 527 the newly elected or appointed director may submit a certificate  
 528 of having satisfactorily completed ~~satisfactory completion of~~  
 529 the educational curriculum administered by a division-approved  
 530 condominium education provider within 1 year before the date of  
 531 election or appointment. The written certification or  
 532 educational certificate is valid and does not have to be

533 resubmitted as long as the director continuously serves on the  
534 board. A director who fails to timely file the written  
535 certification or educational certificate is suspended from  
536 service on the board until he or she complies with this sub-  
537 subparagraph. The board may temporarily fill the vacancy during  
538 the period of suspension. The secretary shall cause the  
539 association to retain a director's written certification or  
540 educational certificate for inspection by the members for 5  
541 years after a director's election. Failure to have such written  
542 certification or educational certificate on file does not affect  
543 the validity of any board action.

544 ~~5.4.~~ Any approval by unit owners called for by this  
545 chapter or the applicable declaration or bylaws, including, but  
546 not limited to, the approval requirement in s. 718.111(8), must  
547 ~~shall~~ be made at a duly noticed meeting of unit owners and is  
548 subject to all requirements of this chapter or the applicable  
549 condominium documents relating to unit owner decisionmaking,  
550 except that unit owners may take action by written agreement,  
551 without meetings, on matters for which action by written  
552 agreement without meetings is expressly allowed by the  
553 applicable bylaws or declaration or any law ~~statute~~ that  
554 provides for such action.

555 ~~6.5.~~ Unit owners may waive notice of specific meetings if  
556 allowed by the applicable bylaws or declaration or any law  
557 ~~statute~~. If authorized by the bylaws, notice of meetings of the  
558 board of administration, unit owner meetings, except unit owner  
559 meetings called to recall board members under paragraph (j), and  
560 committee meetings may be given by e-mail ~~electronic~~

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561 ~~transmission~~ to unit owners who consent to receive notice by  
562 electronic transmission.

563 7.6. Unit owners may ~~shall have the right to~~ participate  
564 in meetings of unit owners with reference to all designated  
565 agenda items. However, the association may adopt reasonable  
566 rules governing the frequency, duration, and manner of unit  
567 owner participation.

568 8.7. A ~~Any~~ unit owner may tape record or videotape a  
569 meeting of the unit owners subject to reasonable rules adopted  
570 by the division.

571 9.8. Unless otherwise provided in the bylaws, any vacancy  
572 occurring on the board before the expiration of a term may be  
573 filled by the affirmative vote of the majority of the remaining  
574 directors, even if the remaining directors constitute less than  
575 a quorum, or by the sole remaining director. In the alternative,  
576 a board may hold an election to fill the vacancy, in which case  
577 the election procedures must conform to ~~the requirements of sub-~~  
578 subparagraph 4.a. ~~3.a.~~ unless the association governs 10 units  
579 or fewer and has opted out of the statutory election process, in  
580 which case the bylaws of the association control. Unless  
581 otherwise provided in the bylaws, a board member appointed or  
582 elected under this section shall fill the vacancy for the  
583 unexpired term of the seat being filled. Filling vacancies  
584 created by recall is governed by paragraph (j) and rules adopted  
585 by the division.

586

587 Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a.  
588 ~~(d)3.a.~~, an association of 10 or fewer units may, by affirmative

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589 | vote of a majority of the total voting interests, provide for  
590 | different voting and election procedures in its bylaws, which  
591 | ~~vote~~ may be by a proxy specifically delineating the different  
592 | voting and election procedures. The different voting and  
593 | election procedures may provide for elections to be conducted by  
594 | limited or general proxy.

595 |       Section 3. Section 718.114, Florida Statutes, is amended  
596 | to read:

597 |       718.114 Association powers.—An association may ~~has the~~  
598 | ~~power to~~ enter into agreements, to acquire leaseholds,  
599 | memberships, and other possessory or use interests in lands or  
600 | facilities such as country clubs, golf courses, marinas, and  
601 | other recreational facilities, ~~It has this power~~ whether or not  
602 | the lands or facilities are contiguous to the lands of the  
603 | condominium, if such lands and facilities ~~they~~ are intended to  
604 | provide enjoyment, recreation, or other use or benefit to the  
605 | unit owners. All of these leaseholds, memberships, and other  
606 | possessory or use interests existing or created at the time of  
607 | recording the declaration must be stated and fully described in  
608 | the declaration. Subsequent to the recording of the declaration,  
609 | agreements acquiring these leaseholds, memberships, or other  
610 | possessory or use interests which are not entered into within 12  
611 | months following the recording of the declaration are ~~shall be~~  
612 | ~~considered~~ a material alteration or substantial addition to the  
613 | real property that is association property, and the association  
614 | may not acquire or enter into such agreements ~~acquiring these~~  
615 | ~~leaseholds, memberships, or other possessory or use interests~~  
616 | except upon a vote of, or written consent by, a majority of the

617 ~~total voting interests as authorized by the declaration as~~  
 618 ~~provided in s. 718.113.~~ The declaration may provide that the  
 619 rental, membership fees, operations, replacements, and other  
 620 expenses are common expenses and may impose covenants and  
 621 restrictions concerning their use and may contain other  
 622 provisions not inconsistent with this chapter. A condominium  
 623 association may conduct bingo games as provided in s. 849.0931.

624 Section 4. Subsection (3), paragraph (b) of subsection  
 625 (5), and subsection (11) of section 718.116, Florida Statutes,  
 626 are amended to read:

627 718.116 Assessments; liability; lien and priority;  
 628 interest; collection.—

629 (3) Assessments and installments on assessments which are  
 630 not paid when due bear interest at the rate provided in the  
 631 declaration, from the due date until paid. The ~~This~~ rate may not  
 632 exceed the rate allowed by law, and, if no rate is provided in  
 633 the declaration, interest accrues at the rate of 18 percent per  
 634 year. ~~Also,~~ If provided by the declaration or bylaws, the  
 635 association may, in addition to such interest, charge an  
 636 administrative late fee of up to the greater of \$25 or 5 percent  
 637 of ~~each installment of the assessment for~~ each delinquent  
 638 installment for which the payment is late. The association may  
 639 also charge for any reasonable expenses for collection services  
 640 incurred relating to the delinquent account. Any payment  
 641 received by an association must be applied first to any interest  
 642 accrued by the association, then to any administrative late fee,  
 643 then to any expenses for collection services, then to any costs  
 644 and reasonable attorney's fees incurred in collection, and then

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645 to the delinquent assessment. The foregoing is applicable  
646 notwithstanding any restrictive endorsement, designation, or  
647 instruction placed on or accompanying a payment. A late fee is  
648 not subject to chapter 687 or s. 718.303(4) ~~718.303(3)~~.

649 (5)

650 (b) To be valid, a claim of lien must state the  
651 description of the condominium parcel, the name of the record  
652 owner, the name and address of the association, the amount due,  
653 and the due dates. It must be executed and acknowledged by an  
654 officer or authorized agent of the association. The lien is not  
655 effective ~~longer than~~ 1 year after the claim of lien was  
656 recorded unless, within that time, an action to enforce the lien  
657 is commenced. The 1-year period is automatically extended for  
658 any length of time during which the association is prevented  
659 from filing a foreclosure action by an automatic stay resulting  
660 from a bankruptcy petition filed by the parcel owner or any  
661 other person claiming an interest in the parcel. The claim of  
662 lien secures all unpaid assessments that are due and that may  
663 accrue after the claim of lien is recorded and through the entry  
664 of a final judgment, as well as interest and all reasonable  
665 costs and attorney's fees incurred by the association incident  
666 to the collection process. The claim of lien also secures any  
667 reasonable expenses for collection services relating to the  
668 delinquent account which the association incurred before filing  
669 a claim. Upon payment in full, the person making the payment is  
670 entitled to a satisfaction of the lien.

671

672 After notice of contest of lien has been recorded, the clerk of



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673 the circuit court shall mail a copy of the recorded notice to  
674 the association by certified mail, return receipt requested, at  
675 the address shown in the claim of lien or most recent amendment  
676 to it and shall certify to the service on the face of the  
677 notice. Service is complete upon mailing. After service, the  
678 association has 90 days in which to file an action to enforce  
679 the lien; and, if the action is not filed within the 90-day  
680 period, the lien is void. However, the 90-day period shall be  
681 extended for any length of time during which ~~that~~ the  
682 association is prevented from filing its action because of an  
683 automatic stay resulting from the filing of a bankruptcy  
684 petition by the unit owner or by any other person claiming an  
685 interest in the parcel.

686 (11) If the unit is occupied by a tenant and the unit  
687 owner is delinquent in paying any monetary obligation due to the  
688 association, the association may make a written demand that the  
689 tenant pay all unpaid rent due to the association ~~the future~~  
690 ~~monetary obligations~~ related to the ~~condominium~~ unit ~~to the~~  
691 ~~association~~, and continue to ~~the tenant must~~ make such payment  
692 until all monetary obligations of the unit owner related to the  
693 unit have been paid in full to the association. ~~The demand is~~  
694 ~~continuing in nature and, upon demand,~~ The tenant must pay the  
695 rent ~~the monetary obligations~~ to the association until the  
696 association releases the tenant or the tenant discontinues  
697 tenancy in the unit. The association must mail written notice to  
698 the unit owner of the association's demand that the tenant make  
699 payments to the association. The association shall, upon  
700 request, provide the tenant with written receipts for payments

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701 made. A tenant who acts in good faith in response to a written  
702 demand from an association is immune from any claim by ~~from~~ the  
703 unit owner. Any payment received from a tenant must be applied  
704 to the unit owner's most delinquent monetary obligation.

705 (a) If the tenant prepaid rent to the unit owner before  
706 receiving the demand from the association and provides written  
707 evidence of prepaying ~~paying~~ the rent to the association within  
708 14 days after receiving the demand, the tenant shall receive  
709 credit for the prepaid rent for the applicable period but ~~and~~  
710 must make any subsequent rental payments to the association to  
711 be credited against the monetary obligations of the unit owner  
712 ~~to the association.~~

713 (b) The tenant is not liable for increases in the amount  
714 of the monetary obligations due unless the tenant was notified  
715 in writing of the increase at least 10 days before the date the  
716 rent is due. The liability of the tenant may not exceed the  
717 amount due from the tenant to the tenant's landlord. The  
718 tenant's landlord shall provide the tenant a credit against  
719 rents due to the unit owner in the amount of moneys paid to the  
720 association ~~under this section.~~

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

728 (d) The tenant does not, by virtue of payment of rent

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729 ~~monetary obligations~~ to the association, have any of the rights  
730 of a unit owner to vote in any election or to examine the books  
731 and records of the association.

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

734 Section 5. Subsections (3), (4), and (11), paragraphs (a)  
735 and (d) of subsection (12), subsection (14), paragraph (a) of  
736 subsection (17), and subsections (18) and (19) of section  
737 718.117, Florida Statutes, are amended to read:

738 718.117 Termination of condominium.—

739 (3) OPTIONAL TERMINATION.—Except as provided in subsection  
740 (2) or unless the declaration provides for a lower percentage,  
741 the condominium form of ownership ~~of the property~~ may be  
742 terminated for all or a portion of the condominium property  
743 pursuant to a plan of termination approved by at least 80  
744 percent of the total voting interests of the condominium if no  
745 ~~not~~ more than 10 percent of the total voting interests of the  
746 condominium have rejected the plan of termination by negative  
747 vote or by providing written objections ~~thereto~~. This subsection  
748 does not apply to condominiums in which 75 percent or more of  
749 the units are timeshare units.

750 (4) EXEMPTION.—A plan of termination is not an amendment  
751 subject to s. 718.110(4). In a partial termination, a plan of  
752 termination is not an amendment subject to s. 718.110(4) if the  
753 ownership share of the common elements of a surviving unit in  
754 the condominium remains in the same proportion to the surviving  
755 units as it was before the partial termination.

756 (11) PLAN OF TERMINATION; OPTIONAL PROVISIONS; CONDITIONAL

757 TERMINATION.—

758 (a) The plan of termination may provide that each unit  
 759 owner retains the exclusive right of possession to the portion  
 760 of the real estate which ~~that~~ formerly constituted the unit if,  
 761 ~~in which case~~ the plan specifies ~~must specify~~ the conditions of  
 762 possession. In a partial termination, the plan of termination as  
 763 specified in subsection (10) must also identify the units that  
 764 survive the partial termination and provide that such units  
 765 remain in the condominium form of ownership pursuant to an  
 766 amendment to the declaration of condominium or an amended and  
 767 restated declaration. In a partial termination, title to the  
 768 surviving units and common elements that remain part of the  
 769 condominium property specified in the plan of termination remain  
 770 vested in the ownership shown in the public records and do not  
 771 vest in the termination trustee.

772 (b) In a conditional termination, the plan must specify  
 773 the conditions for termination. A conditional plan does not vest  
 774 title in the termination trustee until the plan and a  
 775 certificate executed by the association with the formalities of  
 776 a deed, confirming that the conditions in the conditional plan  
 777 have been satisfied or waived by the requisite percentage of the  
 778 voting interests, have been recorded. In a partial termination,  
 779 the plan does not vest title to the surviving units or common  
 780 elements that remain part of the condominium property in the  
 781 termination trustee.

782 (12) ALLOCATION OF PROCEEDS OF SALE OF CONDOMINIUM  
 783 PROPERTY.—

784 (a) Unless the declaration expressly provides for the

785 allocation of the proceeds of sale of condominium property, the  
 786 plan of termination must first apportion the proceeds between  
 787 the aggregate value of all units and the value of the common  
 788 elements, based on their respective fair market values  
 789 immediately before the termination, as determined by one or more  
 790 independent appraisers selected by the association or  
 791 termination trustee. In a partial termination, the aggregate  
 792 values of the units and common elements that are being  
 793 terminated must be separately determined, and the plan of  
 794 termination must specify the allocation of the proceeds of sale  
 795 for the units and common elements.

796 (d) Liens that encumber a unit shall be transferred to the  
 797 proceeds of sale of the condominium property and the proceeds of  
 798 sale or other distribution of association property, common  
 799 surplus, or other association assets attributable to such unit  
 800 in their same priority. In a partial termination, liens that  
 801 encumber a unit being terminated must be transferred to the  
 802 proceeds of sale of that portion of the condominium property  
 803 being terminated which are attributable to such unit. The  
 804 proceeds of any sale of condominium property pursuant to a plan  
 805 of termination may not be deemed to be common surplus or  
 806 association property.

807 (14) TITLE VESTED IN TERMINATION TRUSTEE.—If termination  
 808 is pursuant to a plan of termination under subsection (2) or  
 809 subsection (3), ~~the unit owners' rights and title to as tenants~~  
 810 ~~in common in undivided interests in the condominium property~~  
 811 being terminated vests ~~vest~~ in the termination trustee when the  
 812 plan is recorded or at a later date specified in the plan. The

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813 unit owners thereafter become the beneficiaries of the proceeds  
 814 realized from the plan of termination as set forth in the plan.  
 815 The termination trustee may deal with the condominium property  
 816 being terminated or any interest therein if the plan confers on  
 817 the trustee the authority to protect, conserve, manage, sell, or  
 818 dispose of the condominium property. The trustee, on behalf of  
 819 the unit owners, may contract for the sale of real property  
 820 being terminated, but the contract is not binding on the unit  
 821 owners until the plan is approved pursuant to subsection (2) or  
 822 subsection (3).

823 (17) DISTRIBUTION.—

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

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

840 (19) CREATION OF ANOTHER CONDOMINIUM.—The termination or

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841 partial termination of a condominium does not bar the filing of  
842 a declaration of condominium ~~or an amended and restated~~  
843 ~~declaration of condominium~~ by the termination trustee or the  
844 trustee's successor in interest which affects ~~affecting~~ any  
845 portion of the ~~same~~ property that does not continue under the  
846 condominium form of ownership pursuant to the plan of  
847 termination. The partial termination may provide for the  
848 simultaneous filing of an amendment to the declaration of  
849 condominium or an amended and restated declaration of  
850 condominium by the condominium association for any portion of  
851 the property remaining in the condominium form of ownership.

852 Section 6. Subsections (3), (4), and (5) of section  
853 718.303, Florida Statutes, are amended, and subsection (6) is  
854 added to that section, to read:

855 718.303 Obligations of owners and occupants; remedies.—

856 (3) ~~If a unit owner is delinquent for more than 90 days in~~  
857 ~~paying a monetary obligation due to the association, the~~  
858 ~~association may suspend the right of a unit owner or a unit's~~  
859 ~~occupant, licensee, or invitee to use common elements, common~~  
860 ~~facilities, or any other association property until the monetary~~  
861 ~~obligation is paid. This subsection does not apply to limited~~  
862 ~~common elements intended to be used only by that unit, common~~  
863 ~~elements that must be used to access the unit, utility services~~  
864 ~~provided to the unit, parking spaces, or elevators. The~~  
865 association may ~~also~~ levy reasonable fines for the failure of  
866 the owner of the unit, or its occupant, licensee, or invitee, to  
867 comply with any provision of the declaration, the association  
868 bylaws, or reasonable rules of the association. A fine may ~~does~~

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869 not become a lien against a unit. ~~A fine may not exceed \$100 per~~  
870 ~~violation. However,~~ A fine may be levied on the basis of each  
871 day of a continuing violation, with a single notice and  
872 opportunity for hearing. However, the fine may not exceed \$100  
873 per violation, or \$1,000 in the aggregate ~~exceed \$1,000~~. A fine  
874 may not be levied ~~and a suspension may not be imposed~~ unless the  
875 association first provides at least 14 days' written notice and  
876 an opportunity for a hearing to the unit owner and, if  
877 applicable, its occupant, licensee, or invitee. The hearing must  
878 be held before a committee of other unit owners who are neither  
879 board members nor persons residing in a board member's  
880 household. If the committee does not agree ~~with the fine or~~  
881 ~~suspension,~~ the fine ~~or suspension~~ may not be levied ~~or imposed~~.

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

893 ~~(4) The notice and hearing requirements of subsection (3)~~  
894 ~~do not apply to the imposition of suspensions or fines against a~~  
895 ~~unit owner or a unit's occupant, licensee, or invitee because of~~  
896 ~~failing to pay any amounts due the association. If such a fine~~



897 ~~or suspension is imposed, the association must levy the fine or~~  
 898 ~~impose a reasonable suspension at a properly noticed board~~  
 899 ~~meeting, and after the imposition of such fine or suspension,~~  
 900 ~~the association must notify the unit owner and, if applicable,~~  
 901 ~~the unit's occupant, licensee, or invitee by mail or hand~~  
 902 ~~delivery.~~

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

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

915 Section 7. Section 718.703, Florida Statutes, is amended  
 916 to read:

917 718.703 Definitions.—As used in this part, the term:

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

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

922 (b) Receives an assignment of any of the developer rights,  
 923 other than or in addition to those rights described in  
 924 subsection (2), some or all of the rights of the developer as

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925 set forth in the declaration of condominium or this chapter: by

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

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

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

932  
 933 A mortgagee or its assignee may not be deemed a bulk assignee or  
 934 a developer by reason of the acquisition of condominium units  
 935 and receipt of an assignment of some or all of a developer  
 936 rights unless the mortgagee or its assignee exercises any of the  
 937 developer rights other than those described in subsection (2).

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

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

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

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

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953 | more units.

954 |       Section 8. Section 718.704, Florida Statutes, is amended  
955 | to read:

956 |       718.704 Assignment and assumption of developer rights by  
957 | bulk assignee; bulk buyer.—

958 |       (1) A bulk assignee is deemed to have assumed ~~assumes~~ and  
959 | is liable for all duties and responsibilities of the developer  
960 | under the declaration and this chapter upon its acquisition of  
961 | title to units, except that it is not liable for:

962 |       (a) Warranties of the developer under s. 718.203(1) or s.  
963 | 718.618, except as expressly provided by the bulk assignee in a  
964 | prospectus or offering circular, or the contract for purchase  
965 | and sale executed with a purchaser, or for design, construction,  
966 | development, or repair work performed by or on behalf of the  
967 | ~~such~~ bulk assignee.†

968 |       (b) The obligation to:

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

971 |       2. Provide implied ~~converter~~ warranties on any portion of  
972 | the condominium property except as expressly provided by the  
973 | bulk assignee in a prospectus or offering circular, or the  
974 | contract for purchase and sale executed with a purchaser, or for  
975 | ~~and pertaining to any~~ design, construction, development, or  
976 | repair work performed by or on behalf of the bulk assignee.†

977 |       (c) The requirement to provide the association with a  
978 | cumulative audit of the association's finances from the date of  
979 | formation of the condominium association as required by s.  
980 | 718.301(4)(c). However, the bulk assignee must provide an audit

981 for the period during which the bulk assignee elects or appoints  
 982 a majority of the members of the board of administration.~~†~~

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

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

991  
 992 The bulk assignee is ~~also~~ responsible only for delivering  
 993 documents and materials in accordance with s. 718.705(3). A bulk  
 994 assignee may expressly assume some or all of the developer  
 995 obligations ~~of the developer~~ described in paragraphs (a)-(e).

996 (2) A bulk assignee assigned the developer rights  
 997 ~~receiving the assignment of the rights of the developer~~ to  
 998 guarantee the level of assessments and fund budgetary deficits  
 999 pursuant to s. 718.116 assumes and is liable for all obligations  
 1000 of the developer with respect to such guarantee upon its  
 1001 acquisition of title to the units, including any applicable  
 1002 funding of reserves to the extent required by law, for as long  
 1003 as the guarantee remains in effect. A bulk assignee not  
 1004 receiving such assignment, or a bulk buyer, does not assume and  
 1005 is not liable for the obligations of the developer with respect  
 1006 to such guarantee, but is responsible for payment of assessments  
 1007 due on or after acquisition of the units in the same manner as  
 1008 all other owners of condominium parcels or as otherwise provided

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1009 in s. 718.116.

1010 (3) A bulk buyer is liable for the duties and  
 1011 responsibilities of a ~~the~~ developer under the declaration and  
 1012 this chapter only to the extent that such ~~provided in this part,~~  
 1013 ~~together with any other~~ duties or responsibilities are ~~of the~~  
 1014 ~~developer~~ expressly assumed in writing by the bulk buyer.

1015 (4) An acquirer of condominium parcels is not a bulk  
 1016 assignee or a bulk buyer if the transfer to such acquirer was  
 1017 made:

1018 (a) Before the effective date of this part;

1019 (b) With the intent to hinder, delay, or defraud any  
 1020 purchaser, unit owner, or the association;; ~~or if the acquirer~~  
 1021 ~~is~~

1022 (c) By a person who would be considered an insider under  
 1023 s. 726.102(7).

1024 (5) An assignment of developer rights to a bulk assignee  
 1025 may be made by a ~~the~~ developer, a previous bulk assignee, a  
 1026 mortgagee or assignee who has acquired title to the units and  
 1027 received an assignment of rights, or a court acting on behalf of  
 1028 the developer or the previous bulk assignee if such developer  
 1029 rights are held by the predecessor in title to the bulk  
 1030 assignee. At any particular time, there may not be ~~no~~ more than  
 1031 one bulk assignee within a condominium; however, ~~but~~ there may  
 1032 be more than one bulk buyer. If more than one acquirer of  
 1033 condominium parcels in the same condominium receives an  
 1034 assignment of developer rights in addition to those rights  
 1035 described in s. 718.703(2) ~~from the same person,~~ the bulk  
 1036 assignee is the acquirer whose instrument of assignment is

1037 recorded first in the public records of the county in which the  
 1038 condominium is located, and any subsequent purported bulk  
 1039 assignee may still qualify as a bulk buyer.

1040 Section 9. Subsections (1) and (3) of section 718.705,  
 1041 Florida Statutes, are amended to read:

1042 718.705 Board of administration; transfer of control.—

1043 (1) If, at the time the bulk assignee acquires title to  
 1044 the units and receives an assignment of developer rights, the  
 1045 developer has not relinquished control of the board of  
 1046 administration, for purposes of determining the timing for  
 1047 transfer of control of the board of administration of the  
 1048 association ~~to unit owners other than the developer under s.~~  
 1049 ~~718.301(1) (a) and (b), if a bulk assignee is entitled to elect a~~  
 1050 ~~majority of the members of the board,~~ a condominium parcel  
 1051 acquired by the bulk assignee is not deemed to be conveyed to a  
 1052 purchaser, or owned by an owner other than the developer, until  
 1053 the condominium parcel is conveyed to an owner who is not a bulk  
 1054 assignee.

1055 (3) If a bulk assignee relinquishes control of the board  
 1056 of administration as set forth in s. 718.301, the bulk assignee  
 1057 must deliver all of those items required by s. 718.301(4).  
 1058 However, the bulk assignee is not required to deliver items and  
 1059 documents not in the possession of the bulk assignee if some  
 1060 items were or should have been in existence before the bulk  
 1061 assignee's acquisition of the units ~~during the period during~~  
 1062 ~~which the bulk assignee was entitled to elect at least a~~  
 1063 ~~majority of the members of the board of administration.~~ In  
 1064 conjunction with the acquisition of units ~~condominium parcels,~~ a

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1065 bulk assignee shall undertake a good faith effort to obtain the  
 1066 documents and materials that must be provided to the association  
 1067 pursuant to s. 718.301(4). If the bulk assignee is not able to  
 1068 obtain ~~all of~~ such documents and materials, the bulk assignee  
 1069 must certify in writing to the association the names or  
 1070 descriptions of the documents and materials that were not  
 1071 obtainable by the bulk assignee. Delivery of the certificate  
 1072 relieves the bulk assignee of responsibility for delivering the  
 1073 documents and materials referenced in the certificate as  
 1074 otherwise required under ss. 718.112 and 718.301 and this part.  
 1075 The responsibility of the bulk assignee for the audit required  
 1076 by s. 718.301(4) commences as of the date on which the bulk  
 1077 assignee elected or appointed a majority of the members of the  
 1078 board of administration.

1079 Section 10. Section 718.706, Florida Statutes, is amended  
 1080 to read:

1081 718.706 Specific provisions pertaining to offering of  
 1082 units by a bulk assignee or bulk buyer.—

1083 (1) Before offering more than seven ~~any~~ units in a single  
 1084 condominium for sale or for lease for a term exceeding 5 years,  
 1085 a bulk assignee or a bulk buyer must file the following  
 1086 documents with the division and provide such documents to a  
 1087 prospective purchaser or tenant:

1088 (a) An updated prospectus or offering circular, or a  
 1089 supplement to the prospectus or offering circular, filed by the  
 1090 original developer prepared in accordance with s. 718.504, which  
 1091 must include the form of contract for sale and for lease in  
 1092 compliance with s. 718.503(2);

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1093 (b) An updated Frequently Asked Questions and Answers  
 1094 sheet;  
 1095 (c) The executed escrow agreement if required under s.  
 1096 718.202; and  
 1097 (d) The financial information required by s. 718.111(13).  
 1098 However, if a financial information report did ~~does~~ not exist  
 1099 ~~for the fiscal year~~ before the acquisition of title by the bulk  
 1100 assignee or bulk buyer, and ~~or~~ accounting records that ~~cannot be~~  
 1101 ~~obtained in good faith by the bulk assignee or the bulk buyer~~  
 1102 ~~which would~~ permit preparation of the required financial  
 1103 information report for that period cannot be obtained despite  
 1104 good faith efforts by the bulk assignee or the bulk buyer, the  
 1105 bulk assignee or bulk buyer is excused from the requirement of  
 1106 this paragraph. However, the bulk assignee or bulk buyer must  
 1107 include in the purchase contract the following statement in  
 1108 conspicuous type:

1109  
 1110 ALL OR A PORTION OF THE FINANCIAL INFORMATION REPORT  
 1111 REQUIRED UNDER S. 718.111(13) FOR THE TIME PERIOD  
 1112 BEFORE THE SELLER'S ACQUISITION OF THE UNIT  
 1113 ~~IMMEDIATELY PRECEDING FISCAL YEAR OF THE ASSOCIATION~~  
 1114 IS NOT AVAILABLE OR CANNOT BE OBTAINED DESPITE THE  
 1115 GOOD FAITH EFFORTS OF ~~CREATED BY THE SELLER DUE TO THE~~  
 1116 ~~INSUFFICIENT ACCOUNTING RECORDS OF THE ASSOCIATION.~~

1117  
 1118 (2) Before offering more than seven ~~any~~ units in a single  
 1119 condominium for sale or for lease for a term exceeding 5 years,  
 1120 a bulk assignee or a bulk buyer must file with the division and



1121 provide to a prospective purchaser or tenant under a lease for a  
 1122 term exceeding 5 years a disclosure statement that includes, but  
 1123 is not limited to:

1124 (a) A description of any ~~rights~~ of the developer rights  
 1125 that developer which have been assigned to the bulk assignee or  
 1126 bulk buyer;

1127 (b) The following statement in conspicuous type:

1128  
 1129 THE SELLER IS NOT OBLIGATED FOR ANY WARRANTIES OF THE  
 1130 DEVELOPER UNDER S. 718.203(1) OR S. 718.618, AS  
 1131 APPLICABLE, EXCEPT FOR DESIGN, CONSTRUCTION,  
 1132 DEVELOPMENT, OR REPAIR WORK PERFORMED BY OR ON BEHALF  
 1133 OF THE SELLER; and

1134  
 1135 (c) If the condominium is a conversion subject to part VI,  
 1136 the following statement in conspicuous type:

1137  
 1138 THE SELLER HAS NO OBLIGATION TO FUND CONVERTER  
 1139 RESERVES OR TO PROVIDE CONVERTER WARRANTIES UNDER S.  
 1140 718.618 ON ANY PORTION OF THE CONDOMINIUM PROPERTY  
 1141 EXCEPT AS ~~MAY BE~~ EXPRESSLY REQUIRED OF THE SELLER IN  
 1142 THE CONTRACT FOR PURCHASE AND SALE EXECUTED BY THE  
 1143 SELLER AND THE PREVIOUS DEVELOPER AND PERTAINING TO  
 1144 ANY DESIGN, CONSTRUCTION, DEVELOPMENT, OR REPAIR WORK  
 1145 PERFORMED BY OR ON BEHALF OF THE SELLER.

1146  
 1147 (3) A bulk assignee, while ~~it is~~ in control of the board  
 1148 of administration of the association, may not authorize, on

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1149 behalf of the association:

1150 (a) The waiver of reserves or the reduction of funding of  
 1151 the reserves pursuant to s. 718.112(2)(f)2., unless approved by  
 1152 a majority of the voting interests not controlled by the  
 1153 developer, bulk assignee, and bulk buyer; or

1154 (b) The use of reserve expenditures for other purposes  
 1155 pursuant to s. 718.112(2)(f)3., unless approved by a majority of  
 1156 the voting interests not controlled by the developer, bulk  
 1157 assignee, and bulk buyer.

1158 (4) A bulk assignee or a bulk buyer must comply with ~~all~~  
 1159 ~~the requirements of~~ s. 718.302 regarding any contracts entered  
 1160 into by the association during the period the bulk assignee or  
 1161 bulk buyer maintains control of the board of administration.  
 1162 Unit owners shall be provided ~~afforded~~ all of the rights and ~~the~~  
 1163 protections contained in s. 718.302 regarding agreements entered  
 1164 into by the association which are under the control of ~~before~~  
 1165 ~~unit owners other than~~ the developer, bulk assignee, or bulk  
 1166 buyer ~~elected a majority of the board of administration.~~

1167 (5) Notwithstanding any other provision of this part, a  
 1168 bulk assignee or a bulk buyer is not required to comply with the  
 1169 filing or disclosure requirements of subsections (1) and (2) if  
 1170 all of the units owned by the bulk assignee or bulk buyer are  
 1171 offered and conveyed to a single purchaser in a single  
 1172 transaction. ~~A bulk buyer must comply with the requirements~~  
 1173 ~~contained in the declaration regarding any transfer of a unit,~~  
 1174 ~~including sales, leases, and subleases. A bulk buyer is not~~  
 1175 ~~entitled to any exemptions afforded a developer or successor~~  
 1176 ~~developer under this chapter regarding the transfer of a unit,~~

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1177 ~~including sales, leases, or subleases.~~

1178 Section 11. Section 718.707, Florida Statutes, is amended  
1179 to read:

1180 718.707 Time limitation for classification as bulk  
1181 assignee or bulk buyer.—A person acquiring condominium parcels  
1182 may not be classified as a bulk assignee or bulk buyer unless  
1183 the condominium parcels were acquired on or after July 1, 2010,  
1184 but before July 1, 2012. The date of such acquisition shall be  
1185 determined by the date of recording ~~of~~ a deed or other  
1186 instrument of conveyance for such parcels in the public records  
1187 of the county in which the condominium is located, or by the  
1188 date of issuing ~~issuance of~~ a certificate of title in a  
1189 foreclosure proceeding with respect to such condominium parcels.

1190 Section 12. Subsection (10) of section 719.108, Florida  
1191 Statutes, is amended to read:

1192 719.108 Rents and assessments; liability; lien and  
1193 priority; interest; collection; cooperative ownership.—

1194 (10) If the unit is occupied by a tenant and the unit  
1195 owner is delinquent in paying any monetary obligation due to the  
1196 association, the association may make a written demand that the  
1197 tenant pay all unpaid rent due to the association ~~the future~~  
1198 ~~monetary obligations~~ related to the unit ~~cooperative share to~~  
1199 ~~the association~~ and continue to ~~the tenant must~~ make such  
1200 payment until all monetary obligations of the unit owner related  
1201 to the unit have been paid in full to the association. ~~The~~  
1202 ~~demand is continuing in nature, and upon demand,~~ The tenant must  
1203 pay the rent ~~the monetary obligations~~ to the association until  
1204 the association releases the tenant or the tenant discontinues

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1205 tenancy in the unit. The association must mail written notice to  
 1206 the unit owner of the association's demand that the tenant make  
 1207 payments to the association. The association shall, upon  
 1208 request, provide the tenant with written receipts for payments  
 1209 made. A tenant who acts in good faith in response to a written  
 1210 demand from an association is immune from any claim by ~~from~~ the  
 1211 unit owner. Any payment received from a tenant by the  
 1212 association must be applied to the unit owner's most delinquent  
 1213 monetary obligation.

1214 (a) If the tenant prepaid rent to the unit owner before  
 1215 receiving the demand from the association and provides written  
 1216 evidence of prepaying ~~paying~~ the rent to the association within  
 1217 14 days after receiving the demand, the tenant shall receive  
 1218 credit for the prepaid rent for the applicable period but ~~and~~  
 1219 must make any subsequent rental payments to the association to  
 1220 be credited against the monetary obligations of the unit owner  
 1221 ~~to the association.~~

1222 (b) The tenant is not liable for increases in the amount  
 1223 of the regular monetary obligations due unless the tenant was  
 1224 notified in writing of the increase at least 10 days before the  
 1225 date on which the rent is due. The liability of the tenant may  
 1226 not exceed the amount due from the tenant to the tenant's  
 1227 landlord. The tenant's landlord shall provide the tenant a  
 1228 credit against rents due to the unit owner in the amount of  
 1229 moneys paid to the association ~~under this section.~~

1230 (c) The association may issue notices under s. 83.56 and  
 1231 may sue for eviction under ss. 83.59-83.625 as if the  
 1232 association were a landlord under part II of chapter 83 if the

1233 | tenant fails to pay a required payment. However, the association  
 1234 | is not otherwise considered a landlord under chapter 83 and  
 1235 | specifically has no obligations ~~duties~~ under s. 83.51.

1236 | (d) The tenant does not, by virtue of payment of monetary  
 1237 | obligations, have any of the rights of a unit owner to vote in  
 1238 | any election or to examine the books and records of the  
 1239 | association.

1240 | (e) A court may supersede the effect of this subsection by  
 1241 | appointing a receiver.

1242 | Section 13. Subsection (3) of section 719.303, Florida  
 1243 | Statutes, is amended, and subsections (4), (5), and (6) are  
 1244 | added to that section, to read:

1245 | 719.303 Obligations of owners.—

1246 | (3) ~~If the cooperative documents so provide,~~ The  
 1247 | association may levy reasonable fines ~~against a unit owner~~ for  
 1248 | failure of the unit owner or the unit's occupant, his or her  
 1249 | licensee, or invitee ~~or the unit's occupant~~ to comply with any  
 1250 | provision of the cooperative documents or reasonable rules of  
 1251 | the association. A fine may not ~~No fine shall~~ become a lien  
 1252 | against a unit. ~~No fine shall exceed \$100 per violation.~~  
 1253 | ~~However,~~ A fine may be levied on the basis of each day of a  
 1254 | continuing violation, with a single notice and opportunity for  
 1255 | hearing. However, the fine may not exceed \$100 per violation, or  
 1256 | \$1,000 ~~provided that no such fine shall~~ in the aggregate ~~exceed~~  
 1257 | ~~\$1,000.~~ A ~~No~~ fine may not be levied except after giving  
 1258 | reasonable notice and opportunity for a hearing to the unit  
 1259 | owner and, if applicable, the unit's ~~his or her~~ licensee or  
 1260 | invitee. The hearing must ~~shall~~ be held before a committee of

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1261 other unit owners. If the committee does not agree with the  
1262 fine, it may ~~shall~~ not be levied. ~~This subsection does not apply~~  
1263 ~~to unoccupied units.~~

1264 (4) If a unit owner is more than 90 days delinquent in  
1265 paying a monetary obligation due to the association, the  
1266 association may suspend the right of the unit owner or the  
1267 unit's occupant, licensee, or invitee to use common elements,  
1268 common facilities, or any other association property until the  
1269 monetary obligation is paid. This subsection does not apply to  
1270 limited common elements intended to be used only by that unit,  
1271 common elements needed to access the unit, utility services  
1272 provided to the unit, parking spaces, or elevators. The notice  
1273 and hearing requirements under subsection (3) do not apply to  
1274 suspensions imposed under this subsection.

1275 (5) An association may suspend the voting rights of a  
1276 member due to nonpayment of any monetary obligation due to the  
1277 association which is more than 90 days delinquent. The  
1278 suspension ends upon full payment of all obligations currently  
1279 due or overdue the association. The notice and hearing  
1280 requirements under subsection (3) do not apply to a suspension  
1281 imposed under this subsection.

1282 (6) All suspensions imposed pursuant to subsection (4) or  
1283 subsection (5) must be approved at a properly noticed board  
1284 meeting. Upon approval, the association must notify the unit  
1285 owner and, if applicable, the unit's occupant, licensee, or  
1286 invitee by mail or hand delivery.

1287 Section 14. Paragraph (c) of subsection (5) of section  
1288 720.303, Florida Statutes, is amended to read:

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1289           720.303 Association powers and duties; meetings of board;  
1290 official records; budgets; financial reporting; association  
1291 funds; recalls.—

1292           (5) INSPECTION AND COPYING OF RECORDS.—The official  
1293 records shall be maintained within the state and must be open to  
1294 inspection and available for photocopying by members or their  
1295 authorized agents at reasonable times and places within 10  
1296 business days after receipt of a written request for access.  
1297 This subsection may be complied with by having a copy of the  
1298 official records available for inspection or copying in the  
1299 community. If the association has a photocopy machine available  
1300 where the records are maintained, it must provide parcel owners  
1301 with copies on request during the inspection if the entire  
1302 request is limited to no more than 25 pages.

1303           (c) The association may adopt reasonable written rules  
1304 governing the frequency, time, location, notice, records to be  
1305 inspected, and manner of inspections, but may not require a  
1306 parcel owner to demonstrate any proper purpose for the  
1307 inspection, state any reason for the inspection, or limit a  
1308 parcel owner's right to inspect records to less than one 8-hour  
1309 business day per month. The association may impose fees to cover  
1310 the costs of providing copies of the official records,  
1311 including, without limitation, the costs of copying. The  
1312 association may charge up to 50 cents per page for copies made  
1313 on the association's photocopier. If the association does not  
1314 have a photocopy machine available where the records are kept,  
1315 or if the records requested to be copied exceed 25 pages in  
1316 length, the association may have copies made by an outside

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1317 vendor or association management company personnel and may  
 1318 charge the actual cost of copying, including any reasonable  
 1319 costs involving personnel fees and charges at an hourly rate for  
 1320 vendor or employee time to cover administrative costs to the  
 1321 vendor or association. The association shall maintain an  
 1322 adequate number of copies of the recorded governing documents,  
 1323 to ensure their availability to members and prospective members.  
 1324 Notwithstanding this paragraph, the following records are not  
 1325 accessible to members or parcel owners:

1326 1. Any record protected by the lawyer-client privilege as  
 1327 described in s. 90.502 and any record protected by the work-  
 1328 product privilege, including, but not limited to, a ~~any~~ record  
 1329 prepared by an association attorney or prepared at the  
 1330 attorney's express direction which reflects a mental impression,  
 1331 conclusion, litigation strategy, or legal theory of the attorney  
 1332 or the association and which was prepared exclusively for civil  
 1333 or criminal litigation or for adversarial administrative  
 1334 proceedings or which was prepared in anticipation of such  
 1335 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~  
 1336 ~~administrative~~ proceedings until the conclusion of the  
 1337 litigation or ~~administrative~~ proceedings.

1338 2. Information obtained by an association in connection  
 1339 with the approval of the lease, sale, or other transfer of a  
 1340 parcel.

1341 3. Personnel records of the association's employees,  
 1342 including, but not limited to, disciplinary, payroll, health,  
 1343 and insurance records, but not including written employment  
 1344 agreements with an association employee or budgetary or



1345 financial records that indicate the compensation paid to an  
 1346 association employee.

1347 4. Medical records of parcel owners or community  
 1348 residents.

1349 5. Social security numbers, driver's license numbers,  
 1350 credit card numbers, e-mail ~~electronic mailing~~ addresses,  
 1351 telephone numbers, facsimile numbers, emergency contact  
 1352 information, any addresses for a parcel owner other than as  
 1353 provided for association notice requirements, and other personal  
 1354 identifying information of any person, excluding the person's  
 1355 name, parcel designation, mailing address, and property address.

1356 6. Any electronic security measure that is used by the  
 1357 association to safeguard data, including passwords.

1358 7. The software and operating system used by the  
 1359 association which allows the manipulation of data, even if the  
 1360 owner owns a copy of the same software used by the association.  
 1361 The data is part of the official records of the association.

1362 Section 15. Subsections (2) and (3) of section 720.305,  
 1363 Florida Statutes, are amended and renumbered as subsections (3)  
 1364 and (4), respectively, and subsection (5) is added to that  
 1365 section, to read:

1366 720.305 Obligations of members; remedies at law or in  
 1367 equity; levy of fines and suspension of use rights.-

1368 (2) The association ~~If a member is delinquent for more~~  
 1369 ~~than 90 days in paying a monetary obligation due the~~  
 1370 ~~association, an association may suspend, until such monetary~~  
 1371 ~~obligation is paid, the rights of a member or a member's~~  
 1372 ~~tenants, guests, or invitees, or both, to use common areas and~~

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1373 ~~facilities and~~ may levy reasonable fines of up to \$100 per  
1374 violation, against any member or any member's tenant, guest, or  
1375 invitee for the failure of the owner of the parcel, or its  
1376 occupant, licensee, or invitee, to comply with any provision of  
1377 the declaration, the association bylaws, or reasonable rules of  
1378 the association. A fine may be levied for each day of a  
1379 continuing violation, with a single notice and opportunity for  
1380 hearing, except that the a fine may not exceed \$1,000 in the  
1381 aggregate unless otherwise provided in the governing documents.  
1382 A fine of less than \$1,000 may not become a lien against a  
1383 parcel. In any action to recover a fine, the prevailing party is  
1384 entitled to ~~collect its~~ reasonable attorney's fees and costs  
1385 from the nonprevailing party as determined by the court.

1386 (a) If the governing documents so provide, an association  
1387 may suspend, for a reasonable period of time, the rights of a  
1388 member or a member's tenant, guest, or invitee, to use common  
1389 areas and facilities for the failure of the owner of the parcel,  
1390 or its occupant, licensee, or invitee, to comply with any  
1391 provision of the declaration, the association bylaws, or  
1392 reasonable rules of the association. ~~The provisions regarding~~  
1393 ~~the suspension of use rights do not apply to the portion of~~  
1394 ~~common areas that must be used to provide access to the parcel~~  
1395 ~~or utility services provided to the parcel.~~

1396 (b) ~~(a)~~ A fine or suspension may not be imposed without at  
1397 least 14 days' notice to the person sought to be fined or  
1398 suspended and an opportunity for a hearing before a committee of  
1399 at least three members appointed by the board who are not  
1400 officers, directors, or employees of the association, or the

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1401 spouse, parent, child, brother, or sister of an officer,  
 1402 director, or employee. If the committee, by majority vote, does  
 1403 not approve a proposed fine or suspension, it may not be  
 1404 imposed. If the association imposes a fine or suspension, the  
 1405 association must provide written notice of such fine or  
 1406 suspension by mail or hand delivery to the parcel owner and, if  
 1407 applicable, to any tenant, licensee, or invitee of the parcel  
 1408 owner.

1409 (3) If a member is more than 90 days delinquent in paying  
 1410 a monetary obligation due the association, the association may  
 1411 suspend the rights of a member, or a member's tenant, guest, or  
 1412 invitee, to use common areas and facilities until the monetary  
 1413 obligation is paid. The subsection does not apply to that  
 1414 portion of common areas used to provide access to the parcel or  
 1415 to utility services provided to the parcel.

1416 ~~(b)~~ Suspension does ~~of common-area-use rights~~ do not  
 1417 impair the right of an owner or tenant of a parcel to have  
 1418 vehicular and pedestrian ingress to and egress from the parcel,  
 1419 including, but not limited to, the right to park. The notice and  
 1420 hearing requirements under subsection (2) do not apply to a  
 1421 suspension imposed under this subsection.

1422 ~~(4)-(3)~~ ~~If the governing documents so provide,~~ An  
 1423 association may suspend the voting rights of a member for the  
 1424 nonpayment of any monetary obligation that is more than regular  
 1425 ~~annual assessments that are delinquent in excess of 90 days~~  
 1426 delinquent. The notice and hearing requirements under subsection  
 1427 (2) do not apply to a suspension imposed under this subsection.  
 1428 The suspension ends upon full payment of all obligations

1429 currently due or overdue the association.

1430 (5) All suspensions imposed pursuant to subsection (3) or  
 1431 subsection (4) must be approved at a properly noticed board  
 1432 meeting. Upon approval, the association must notify the parcel  
 1433 owner and, if applicable, the parcel's occupant, licensee, or  
 1434 invitee by mail or hand delivery.

1435 Section 16. Paragraph (a) of subsection (1) and subsection  
 1436 (8) of section 720.3085, Florida Statutes, are amended to read:

1437 720.3085 Payment for assessments; lien claims.—

1438 (1) When authorized by the governing documents, the  
 1439 association has a lien on each parcel to secure the payment of  
 1440 assessments and other amounts provided for by this section.  
 1441 Except as otherwise set forth in this section, the lien is  
 1442 effective from and shall relate back to the date on which the  
 1443 original declaration of the community was recorded. However, as  
 1444 to first mortgages of record, the lien is effective from and  
 1445 after recording of a claim of lien in the public records of the  
 1446 county in which the parcel is located. This subsection does not  
 1447 bestow upon any lien, mortgage, or certified judgment of record  
 1448 on July 1, 2008, including the lien for unpaid assessments  
 1449 created in this section, a priority that, by law, the lien,  
 1450 mortgage, or judgment did not have before July 1, 2008.

1451 (a) To be valid, a claim of lien must state the  
 1452 description of the parcel, the name of the record owner, the  
 1453 name and address of the association, the assessment amount due,  
 1454 and the due date. The claim of lien secures ~~shall secure~~ all  
 1455 unpaid assessments that are due and ~~that~~ may accrue subsequent  
 1456 to the recording of the claim of lien and before entry of a

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1457 certificate of title, as well as interest, late charges, and  
1458 reasonable costs and attorney's fees incurred by the association  
1459 incident to the collection process. The claim of lien also  
1460 secures any reasonable expenses for collection services relating  
1461 to the delinquent account which the association incurred before  
1462 filing a claim. The person making ~~the~~ payment is entitled to a  
1463 satisfaction of the lien upon payment in full.

1464 (8) If the parcel is occupied by a tenant and the parcel  
1465 owner is delinquent in paying any monetary obligation due to the  
1466 association, the association may demand that the tenant pay all  
1467 unpaid rent due to the association ~~the future monetary~~  
1468 ~~obligations~~ related to the parcel until all the monetary  
1469 obligations of the parcel owner related to the parcel have been  
1470 paid. The demand is continuing in nature, and upon demand, the  
1471 tenant must continue to pay the rent to the association ~~the~~  
1472 ~~monetary obligations~~ until the association releases the tenant  
1473 or the tenant discontinues tenancy in the parcel. A tenant who  
1474 acts in good faith in response to a written demand from an  
1475 association is immune from any claim by ~~from~~ the parcel owner.  
1476 Any payment received from a tenant by the association must be  
1477 applied to the parcel owner's most delinquent monetary  
1478 obligation.

1479 (a) If the tenant prepaid rent to the parcel owner before  
1480 receiving the demand from the association and provides written  
1481 evidence of prepaying ~~paying~~ the rent to the association within  
1482 14 days after receiving the demand, the tenant shall receive  
1483 credit for the prepaid rent for the applicable period but ~~and~~  
1484 must make any subsequent rental payments to the association to

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1485 be credited against the monetary obligations of the parcel owner  
 1486 to the association. The association shall, upon request, provide  
 1487 the tenant with written receipts for payments made. The  
 1488 association shall mail written notice to the parcel owner of the  
 1489 association's demand that the tenant pay monetary obligations to  
 1490 the association.

1491 (b) The tenant is not liable for increases in the amount  
 1492 of the monetary obligations due unless the tenant was notified  
 1493 in writing of the increase at least 10 days before the date on  
 1494 which the rent is due. The tenant shall be given a credit  
 1495 against rents due to the parcel owner in the amount of  
 1496 assessments paid to the association.

1497 (c) The association may issue notices under s. 83.56 and  
 1498 may sue for eviction under ss. 83.59-83.625 as if the  
 1499 association were a landlord under part II of chapter 83 if the  
 1500 tenant fails to pay a monetary obligation. However, the  
 1501 association is not otherwise considered a landlord under chapter  
 1502 83 and specifically has no obligations ~~duties~~ under s. 83.51.

1503 (d) The tenant does not, by virtue of payment of monetary  
 1504 obligations, have any of the rights of a parcel owner to vote in  
 1505 any election or to examine the books and records of the  
 1506 association.

1507 (e) A court may supersede the effect of this subsection by  
 1508 appointing a receiver.

1509 Section 17. Section 720.309, Florida Statutes, is amended  
 1510 to read:

1511 720.309 Agreements entered into by the association.—

1512 (1) Any grant or reservation made by any document, and any

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1513 | contract that has ~~with~~ a term greater than ~~in excess of~~ 10  
 1514 | years, that is made by an association before control of the  
 1515 | association is turned over to the members other than the  
 1516 | developer, and that provides ~~which provide~~ for the operation,  
 1517 | maintenance, or management of the association or common areas,  
 1518 | must be fair and reasonable.

1519 |       (2) If the governing documents provide for the cost of  
 1520 | communication services as defined in s. 202.11, information  
 1521 | services, or Internet services obtained pursuant to a bulk  
 1522 | contract shall be deemed an operating expense of the  
 1523 | association. If the governing documents do not provide for such  
 1524 | services, the board may contract for the services and the cost  
 1525 | shall be deemed an operating expense of the association but must  
 1526 | be allocated on a per-parcel basis rather than a percentage  
 1527 | basis notwithstanding that the governing documents provide for  
 1528 | other than an equal sharing of operating expenses. Any contract  
 1529 | entered into before July 1, 2011, in which the cost of the  
 1530 | service is not equally divided among all parcel owners may be  
 1531 | changed by a majority of the voting interests present at a  
 1532 | regular or special meeting of the association in order to  
 1533 | allocate the cost equally among all parcels.

1534 |       (a) Any contract entered into may be canceled by a  
 1535 | majority of the voting interests present at the next regular or  
 1536 | special meeting of the association, whichever occurs first. Any  
 1537 | member may make a motion to cancel such contract, but if no  
 1538 | motion is made or if such motion fails to obtain the required  
 1539 | vote, the contract shall be deemed ratified for the term  
 1540 | expressed therein.

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1541 (b) Any contract entered into must provide, and shall be  
1542 deemed to provide if not expressly set forth therein, that a  
1543 hearing-impaired or legally blind parcel owner who does not  
1544 occupy the parcel with a non-hearing-impaired or sighted person,  
1545 or any parcel owner receiving supplemental security income under  
1546 Title XVI of the Social Security Act or food stamps as  
1547 administered by the Department of Children and Family Services  
1548 pursuant to s. 414.31, may discontinue the service without  
1549 incurring disconnect fees, penalties, or subsequent service  
1550 charges, and may not be required to pay any operating expenses  
1551 charge related to such service for those parcels. If fewer than  
1552 all parcel owners share the expenses of the communication  
1553 services, information services, or Internet services, the  
1554 expense must be shared by all participating parcel owners. The  
1555 association may use the provisions of s. 720.3085 to enforce  
1556 payment by the parcel owners receiving such services.

1557 (c) A resident of any parcel, whether a tenant or parcel  
1558 owner, may not be denied access to available franchised,  
1559 licensed, or certificated cable or video service providers if  
1560 the resident pays the provider directly for services. A resident  
1561 or cable or video service provider may not be required to pay  
1562 anything of value in order to obtain or provide such service  
1563 except for the charges normally paid for like services by  
1564 residents of single-family homes located outside the community  
1565 but within the same franchised, licensed, or certificated area,  
1566 and except for installation charges agreed to between the  
1567 resident and the service provider.

1568 Section 18. This act shall take effect July 1, 2011.