

1                   A bill to be entitled  
2           An act relating to condominium, cooperative, and  
3           homeowners' associations; amending s. 633.0215, F.S.;  
4           exempting certain residential buildings from a requirement  
5           to install or maintain a manual fire alarm system;  
6           requiring removal of visible portions of the fire alarm  
7           system that are no longer maintained; amending s. 718.111,  
8           F.S.; revising provisions relating to the official records  
9           of condominium associations; providing for disclosure of  
10          certain employment agreements with and compensation paid  
11          to association employees; amending s. 718.112, F.S.;  
12          revising provisions relating to bylaws; providing that  
13          board of administration meetings discussing personnel  
14          matters are not open to unit owners; revising requirements  
15          for electing the board of directors; providing a  
16          definition; providing for continued office and for filling  
17          vacancies under certain circumstances; specifying unit  
18          owner eligibility for board membership; requiring that  
19          certain educational curriculum be completed within a  
20          specified time before or after the election or appointment  
21          of a board director; providing application; amending s.  
22          718.113, F.S.; authorizing the board of a condominium  
23          association to install impact glass or other code-  
24          compliant windows under certain circumstances; amending s.  
25          718.114, F.S.; requiring the vote or written consent of a  
26          majority of the total voting interests before a  
27          condominium association may enter into certain agreements  
28          to acquire leaseholds, memberships, or other possessory or

29 use interests; amending s. 718.116, F.S.; revising  
30 liability of an association, or its successor or assignee,  
31 that acquires title to a unit through the foreclosure of  
32 its lien for assessments; revising provisions relating to  
33 condominium assessments; providing association notice  
34 requirements regarding tenants delinquent in paying any  
35 monetary obligation due to the association; conforming a  
36 cross-reference; amending s. 718.117, F.S.; providing  
37 procedures and requirements for termination of a  
38 condominium property that has been totally destroyed or  
39 demolished; providing procedures and requirements for  
40 partial termination of a condominium property; requiring  
41 that a lien against a condominium unit being terminated be  
42 transferred to the proceeds of sale for certain portions  
43 of that property; amending s. 718.303, F.S.; revising  
44 provisions relating to imposing remedies against a  
45 delinquent unit owner or a unit owner's tenant, guest, or  
46 invitee; providing for the suspension of certain rights of  
47 use; revising provisions relating to the suspension of a  
48 member's voting rights; requiring that the suspension of  
49 certain rights of use and voting rights be approved at a  
50 noticed board meeting; amending s. 718.703, F.S.;  
51 redefining the term "bulk assignee" and revising the  
52 definition of the term "bulk buyer" for purposes of the  
53 Distressed Condominium Relief Act; amending s. 718.704,  
54 F.S.; revising provisions relating to the assignment and  
55 assumption of developer rights by a bulk assignee;  
56 amending s. 718.705, F.S.; revising provisions relating to

57 | the transfer of control of a condominium board of  
58 | administration to unit owners; amending s. 718.706, F.S.;  
59 | revising provisions relating to the offering of units by a  
60 | bulk assignee or bulk buyer; amending s. 718.707, F.S.;  
61 | revising the time limitation for classification as a bulk  
62 | assignee or bulk buyer; amending s. 719.108, F.S.;  
63 | providing association notice requirements regarding  
64 | tenants delinquent in paying any monetary obligation due  
65 | to the association; amending s. 719.303, F.S.; revising  
66 | provisions relating to imposing remedies against a  
67 | delinquent unit owner or a unit owner's tenant, guest, or  
68 | invitee; providing for the suspension of certain rights of  
69 | use and voting rights; requiring that the suspension of  
70 | certain rights of use and voting rights be approved at a  
71 | noticed board meeting; amending s. 720.301, F.S.; revising  
72 | the definition of the term "declaration of covenants";  
73 | amending s. 720.303, F.S.; revising provisions relating to  
74 | the rights of a member of a homeowners' association to  
75 | speak at meetings of the board; revising provisions  
76 | relating to records that are not accessible to members of  
77 | a homeowners' association; providing for disclosure of  
78 | employment agreements with and compensation paid to  
79 | association employees; amending s. 720.305, F.S.; revising  
80 | provisions relating to imposing remedies against a  
81 | delinquent member of a homeowners' association or any  
82 | member's tenant, guest, or invitee; providing for the  
83 | suspension of certain rights of use; revising provisions  
84 | relating to the suspension of a member's voting rights;

85 requiring that the suspension of certain rights of use and  
 86 voting rights be approved at a noticed board meeting;  
 87 amending s. 720.306, F.S.; specifying additional  
 88 requirements for candidates to be a member of the board of  
 89 a homeowners' association; amending s. 720.3085, F.S.;  
 90 revising liability of an association, or its successor or  
 91 assignee, that acquires title to a unit through the  
 92 foreclosure of its lien for assessments; providing  
 93 association notice requirements regarding tenants  
 94 delinquent in paying any monetary obligation due to the  
 95 association; amending s. 720.309, F.S.; providing for the  
 96 allocation of communications services by a homeowners'  
 97 association; providing for the cancellation of  
 98 communication contracts; providing that hearing-impaired  
 99 or legally blind parcel owners and parcel owners receiving  
 100 certain supplemental security income or food assistance  
 101 may discontinue the service without incurring certain  
 102 costs; providing that parcel residents may not be denied  
 103 access to available franchised, licensed, or certificated  
 104 cable or video service providers under certain  
 105 circumstances; providing an effective date.

106  
 107 Be It Enacted by the Legislature of the State of Florida:

108  
 109 Section 1. Subsection (14) of section 633.0215, Florida  
 110 Statutes, is amended to read:

111 633.0215 Florida Fire Prevention Code.—

112 (14) A condominium, cooperative, or multifamily

113 residential building that is less than four ~~one or two~~ stories  
114 in height and has an exterior corridor providing a means of  
115 egress is exempt from installing or maintaining a manual fire  
116 alarm system as required in s. 9.6 of the most recent edition of  
117 the Life Safety Code adopted in the Florida Fire Prevention  
118 Code. An owner who chooses to discontinue maintaining a fire  
119 alarm system installed in a condominium, cooperative, or  
120 multifamily residential building under this subsection must  
121 remove all components of the fire alarm system that are visible  
122 from the common areas.

123 Section 2. Paragraphs (a) and (c) of subsection (12) of  
124 section 718.111, Florida Statutes, are amended to read:

125 718.111 The association.—

126 (12) OFFICIAL RECORDS.—

127 (a) From the inception of the association, the association  
128 shall maintain each of the following items, if applicable, which  
129 constitutes ~~shall constitute~~ the official records of the  
130 association:

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

133 2. A photocopy of the recorded declaration of condominium  
134 of each condominium operated by the association and ~~of~~ each  
135 amendment to each declaration.

136 3. A photocopy of the recorded bylaws of the association  
137 and ~~of~~ each amendment to the bylaws.

138 4. A certified copy of the articles of incorporation of  
139 the association, or other documents creating the association,  
140 and ~~of~~ each amendment thereto.

- 141           5. A copy of the current rules of the association.
- 142           6. A book or books that ~~which~~ contain the minutes of all  
143 meetings of the association, ~~of~~ the board of administration, and  
144 the ~~of~~ unit owners, which minutes must be retained for at least  
145 7 years.
- 146           7. A current roster of all unit owners and their mailing  
147 addresses, unit identifications, voting certifications, and, if  
148 known, telephone numbers. The association shall also maintain  
149 the electronic mailing addresses and facsimile ~~the~~ numbers  
150 ~~designated by unit owners for receiving notice sent by~~  
151 ~~electronic transmission~~ of ~~these~~ unit owners consenting to  
152 receive notice by electronic transmission. The electronic  
153 mailing addresses and facsimile ~~telephone~~ numbers are not  
154 accessible to unit owners ~~must be removed from association~~  
155 ~~records~~ if consent to receive notice by electronic transmission  
156 is not provided in accordance with subparagraph (c)5 ~~revoked~~.  
157 However, the association is not liable for an inadvertent  
158 ~~erroneous~~ disclosure of the electronic mail address or facsimile  
159 ~~the~~ number for receiving electronic transmission of notices.
- 160           8. All current insurance policies of the association and  
161 condominiums operated by the association.
- 162           9. A current copy of any management agreement, lease, or  
163 other contract to which the association is a party or under  
164 which the association or the unit owners have an obligation or  
165 responsibility.
- 166           10. Bills of sale or transfer for all property owned by  
167 the association.
- 168           11. Accounting records for the association and separate

169 | accounting records for each condominium that ~~which~~ the  
 170 | association operates. All accounting records must ~~shall~~ be  
 171 | maintained for at least 7 years. Any person who knowingly or  
 172 | intentionally defaces or destroys such ~~accounting~~ records  
 173 | ~~required to be created and maintained by this chapter during the~~  
 174 | ~~period for which such records are required to be maintained,~~ or  
 175 | who knowingly or intentionally fails to create or maintain such  
 176 | records, with the intent of causing harm to the association or  
 177 | one or more of its members, is personally subject to a civil  
 178 | penalty pursuant to s. 718.501(1)(d). The accounting records  
 179 | must include, but are not limited to:

180 |       a. Accurate, itemized, and detailed records of all  
 181 | receipts and expenditures.

182 |       b. A current account and a monthly, bimonthly, or  
 183 | quarterly statement of the account for each unit designating the  
 184 | name of the unit owner, the due date and amount of each  
 185 | assessment, the amount paid on ~~upon~~ the account, and the balance  
 186 | due.

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

189 |       d. All contracts for work to be performed. Bids for work  
 190 | to be performed are also considered official records and must be  
 191 | maintained by the association.

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

197 13. All rental records if the association is acting as  
 198 agent for the rental of condominium units.

199 14. A copy of the current question and answer sheet as  
 200 described in s. 718.504.

201 15. All other records of the association not specifically  
 202 included in the foregoing which are related to the operation of  
 203 the association.

204 16. A copy of the inspection report as described ~~provided~~  
 205 in s. 718.301(4)(p).

206 (c) The official records of the association are open to  
 207 inspection by any association member or the authorized  
 208 representative of such member at all reasonable times. The right  
 209 to inspect the records includes the right to make or obtain  
 210 copies, at the reasonable expense, if any, of the member. The  
 211 association may adopt reasonable rules regarding the frequency,  
 212 time, location, notice, and manner of record inspections and  
 213 copying. The failure of an association to provide the records  
 214 within 10 working days after receipt of a written request  
 215 creates a rebuttable presumption that the association willfully  
 216 failed to comply with this paragraph. A unit owner who is denied  
 217 access to official records is entitled to the actual damages or  
 218 minimum damages for the association's willful failure to comply.  
 219 Minimum damages are ~~shall be~~ \$50 per calendar day for up to 10  
 220 days, beginning ~~the calculation to begin~~ on the 11th working day  
 221 after receipt of the written request. The failure to permit  
 222 inspection ~~of the association records as provided herein~~  
 223 entitles any person prevailing in an enforcement action to  
 224 recover reasonable attorney's fees from the person in control of



225 | the records who, directly or indirectly, knowingly denied access  
 226 | to the records. Any person who knowingly or intentionally  
 227 | defaces or destroys accounting records that are required by this  
 228 | chapter to be maintained during the period for which such  
 229 | records are required to be maintained, or who knowingly or  
 230 | intentionally fails to create or maintain accounting records  
 231 | that are required to be created or maintained, with the intent  
 232 | of causing harm to the association or one or more of its  
 233 | members, is personally subject to a civil penalty pursuant to s.  
 234 | 718.501(1)(d). The association shall maintain an adequate number  
 235 | of copies of the declaration, articles of incorporation, bylaws,  
 236 | and rules, and all amendments to each of the foregoing, as well  
 237 | as the question and answer sheet as described ~~provided for~~ in s.  
 238 | 718.504 and year-end financial information required under ~~in~~  
 239 | this section, on the condominium property to ensure their  
 240 | availability to unit owners and prospective purchasers, and may  
 241 | charge its actual costs for preparing and furnishing these  
 242 | documents to those requesting the documents. Notwithstanding ~~the~~  
 243 | ~~provisions of~~ this paragraph, the following records are not  
 244 | accessible to unit owners:

245 |       1. Any record protected by the lawyer-client privilege as  
 246 | described in s. 90.502~~7~~ and any record protected by the work-  
 247 | product privilege, including a ~~any~~ record prepared by an  
 248 | association attorney or prepared at the attorney's express  
 249 | direction, 7 which reflects a mental impression, conclusion,  
 250 | litigation strategy, or legal theory of the attorney or the  
 251 | association, and which was prepared exclusively for civil or  
 252 | criminal litigation or for adversarial administrative

253 | proceedings, or which was prepared in anticipation of such  
 254 | ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~  
 255 | ~~administrative~~ proceedings until the conclusion of the  
 256 | litigation or ~~adversarial administrative~~ proceedings.

257 |       2. Information obtained by an association in connection  
 258 | with the approval of the lease, sale, or other transfer of a  
 259 | unit.

260 |       3. Personnel records of association or management company  
 261 | employees, including, but not limited to, disciplinary, payroll,  
 262 | health, and insurance records. For purposes of this  
 263 | subparagraph, the term "personnel records" does not include  
 264 | written employment agreements with an association employee or  
 265 | management company, or budgetary or financial records that  
 266 | indicate the compensation paid to an association employee.

267 |       4. Medical records of unit owners.

268 |       5. Social security numbers, driver's license numbers,  
 269 | credit card numbers, e-mail addresses, telephone numbers,  
 270 | facsimile numbers, emergency contact information, ~~any~~ addresses  
 271 | of a unit owner other than as provided to fulfill the  
 272 | association's notice requirements, and other personal  
 273 | identifying information of any person, excluding the person's  
 274 | name, unit designation, mailing address, ~~and~~ property address,  
 275 | and any address, e-mail address, or facsimile number provided to  
 276 | the association to fulfill the association's notice  
 277 | requirements. However, an owner may consent in writing to the  
 278 | disclosure of protected information described in this  
 279 | subparagraph. The association is not liable for the inadvertent  
 280 | disclosure of information that is protected under this

281 subparagraph if the information is included in an official  
 282 record of the association and is voluntarily provided by an  
 283 owner and not requested by the association.

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

286 7. The software and operating system used by the  
 287 association which allow the ~~allows~~ manipulation of data, even if  
 288 the owner owns a copy of the same software used by the  
 289 association. The data is part of the official records of the  
 290 association.

291 Section 3. Paragraphs (b), (c), and (d) of subsection (2)  
 292 of section 718.112, Florida Statutes, are amended to read:

293 718.112 Bylaws.—

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

297 (b) Quorum; voting requirements; proxies.—

298 1. Unless a lower number is provided in the bylaws, the  
 299 percentage of voting interests required to constitute a quorum  
 300 at a meeting of the members is ~~shall be~~ a majority of the voting  
 301 interests. Unless otherwise provided in this chapter or in the  
 302 declaration, articles of incorporation, or bylaws, and except as  
 303 provided in subparagraph (d)4. ~~(d)3.~~, decisions shall be made by  
 304 ~~owners of~~ a majority of the voting interests represented at a  
 305 meeting at which a quorum is present.

306 2. Except as specifically otherwise provided herein, ~~after~~  
 307 ~~January 1, 1992,~~ unit owners may not vote by general proxy, but  
 308 may vote by limited proxies substantially conforming to a

309 limited proxy form adopted by the division. A ~~No~~ voting interest  
 310 or consent right allocated to a unit owned by the association  
 311 may not ~~shall~~ be exercised or considered for any purpose,  
 312 whether for a quorum, an election, or otherwise. Limited proxies  
 313 and general proxies may be used to establish a quorum. Limited  
 314 proxies shall be used for votes taken to waive or reduce  
 315 reserves in accordance with subparagraph (f)2.; for votes taken  
 316 to waive the financial reporting requirements of s. 718.111(13);  
 317 for votes taken to amend the declaration pursuant to s. 718.110;  
 318 for votes taken to amend the articles of incorporation or bylaws  
 319 pursuant to this section; and for any other matter for which  
 320 this chapter requires or permits a vote of the unit owners.  
 321 Except as provided in paragraph (d), a ~~after January 1, 1992, no~~  
 322 proxy, limited or general, may not ~~shall~~ be used in the election  
 323 of board members. General proxies may be used for other matters  
 324 for which limited proxies are not required, and may ~~also~~ be used  
 325 in voting for nonsubstantive changes to items for which a  
 326 limited proxy is required and given. Notwithstanding ~~the~~  
 327 ~~provisions of~~ this subparagraph, unit owners may vote in person  
 328 at unit owner meetings. This subparagraph does not ~~Nothing~~  
 329 ~~contained herein shall~~ limit the use of general proxies or  
 330 require the use of limited proxies for any agenda item or  
 331 election at any meeting of a timeshare condominium association.  
 332 3. Any proxy given is ~~shall be~~ effective only for the  
 333 specific meeting for which originally given and any lawfully  
 334 adjourned meetings thereof. A ~~In no event shall any proxy is not~~  
 335 ~~be valid for a period~~ longer than 90 days after the date of the  
 336 first meeting for which it was given. Every proxy is revocable

337 at any time at the pleasure of the unit owner executing it.

338 4. A member of the board of administration or a committee  
339 may submit in writing his or her agreement or disagreement with  
340 any action taken at a meeting that the member did not attend.  
341 This agreement or disagreement may not be used as a vote for or  
342 against the action taken or to create ~~and may not be used for~~  
343 ~~the purposes of creating~~ a quorum.

344 5. If ~~When~~ any of the board or committee members meet by  
345 telephone conference, those board or committee members ~~attending~~  
346 ~~by telephone conference~~ may be counted toward obtaining a quorum  
347 and may vote by telephone. A telephone speaker must be used so  
348 that the conversation of those ~~board or committee~~ members  
349 ~~attending by telephone~~ may be heard by the board or committee  
350 members attending in person as well as by any unit owners  
351 present at a meeting.

352 (c) Board of administration meetings.—Meetings of the  
353 board of administration at which a quorum of the members is  
354 present are ~~shall be~~ open to all unit owners. A ~~Any~~ unit owner  
355 may tape record or videotape the meetings ~~of the board of~~  
356 ~~administration~~. The right to attend such meetings includes the  
357 right to speak at such meetings with reference to all designated  
358 agenda items. The division shall adopt reasonable rules  
359 governing the tape recording and videotaping of the meeting. The  
360 association may adopt written reasonable rules governing the  
361 frequency, duration, and manner of unit owner statements.

362 1. Adequate notice of all board meetings, which must  
363 ~~notice shall~~ specifically identify all ~~incorporate an~~  
364 ~~identification of~~ agenda items, must ~~shall~~ be posted

365 conspicuously on the condominium property at least 48 continuous  
 366 hours before ~~preceding~~ the meeting except in an emergency. If 20  
 367 percent of the voting interests petition the board to address an  
 368 item of business, the board ~~shall~~ at its next regular board  
 369 meeting or at a special meeting of the board, but not later than  
 370 60 days after the receipt of the petition, shall place the item  
 371 on the agenda. Any item not included on the notice may be taken  
 372 up on an emergency basis by at least a majority plus one of the  
 373 board members ~~of the board~~. Such emergency action must ~~shall~~ be  
 374 noticed and ratified at the next regular board meeting ~~of the~~  
 375 ~~board~~. However, written notice of any meeting at which  
 376 nonemergency special assessments, or at which amendment to rules  
 377 regarding unit use, will be considered must ~~shall~~ be mailed,  
 378 delivered, or electronically transmitted to the unit owners and  
 379 posted conspicuously on the condominium property at least ~~not~~  
 380 ~~less than~~ 14 days before ~~prior to~~ the meeting. Evidence of  
 381 compliance with this 14-day notice requirement ~~must~~ ~~shall~~ be  
 382 made by an affidavit executed by the person providing the notice  
 383 and filed with ~~among~~ the official records of the association.  
 384 Upon notice to the unit owners, the board shall, by duly adopted  
 385 rule, designate a specific location on the condominium ~~property~~  
 386 or association property where ~~upon which~~ all notices of board  
 387 meetings are to ~~shall~~ be posted. If there is no condominium  
 388 property or association property where ~~upon which~~ notices can be  
 389 posted, notices ~~of board meetings~~ shall be mailed, delivered, or  
 390 electronically transmitted at least 14 days before the meeting  
 391 to the owner of each unit. In lieu of or in addition to the  
 392 physical posting of the notice ~~of any meeting of the board of~~

393 ~~administration~~ on the condominium property, the association may,  
 394 by reasonable rule, adopt a procedure for conspicuously posting  
 395 and repeatedly broadcasting the notice and the agenda on a  
 396 closed-circuit cable television system serving the condominium  
 397 association. However, if broadcast notice is used in lieu of a  
 398 notice ~~posted~~ physically posted on ~~the~~ condominium property, the  
 399 notice and agenda must be broadcast at least four times every  
 400 broadcast hour of each day that a posted notice is otherwise  
 401 required under this section. If ~~When~~ broadcast notice is  
 402 provided, the notice and agenda must be broadcast in a manner  
 403 and for a sufficient continuous length of time so as to allow an  
 404 average reader to observe the notice and read and comprehend the  
 405 entire content of the notice and the agenda. Notice of any  
 406 meeting in which regular or special assessments against unit  
 407 owners are to be considered for any reason must ~~shall~~  
 408 specifically state that assessments will be considered and  
 409 provide the nature, estimated cost, and description of the  
 410 purposes for such assessments.

411 2. Meetings of a committee to take final action on behalf  
 412 of the board or make recommendations to the board regarding the  
 413 association budget are subject to ~~the provisions of~~ this  
 414 paragraph. Meetings of a committee that does not take final  
 415 action on behalf of the board or make recommendations to the  
 416 board regarding the association budget are subject to ~~the~~  
 417 ~~provisions of~~ this section, unless those meetings are exempted  
 418 from this section by the bylaws of the association.

419 3. Notwithstanding any other law, the requirement that  
 420 board meetings and committee meetings be open to the unit owners

421 does not apply ~~is inapplicable~~ to:

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

426 b. Board meetings held for the purpose of discussing  
 427 personnel matters.

428 (d) Unit owner meetings.—

429 1. An annual meeting of the unit owners shall be held at  
 430 the location provided in the association bylaws and, if the  
 431 bylaws are silent as to the location, the meeting shall be held  
 432 within 45 miles of the condominium property. However, such  
 433 distance requirement does not apply to an association governing  
 434 a timeshare condominium.

435 2. Unless the bylaws provide otherwise, a vacancy on the  
 436 board caused by the expiration of a director's term shall be  
 437 filled by electing a new board member, and the election must be  
 438 by secret ballot. An election is not required ~~However,~~ if the  
 439 number of vacancies equals or exceeds the number of candidates, ~~an election is not required.~~ For purposes of this paragraph, the  
 440 term "candidate" means an eligible person who has timely  
 441 submitted the written notice, as described in sub-subparagraph  
 442 4.a., of his or her intention to become a candidate. Except in a  
 443 timeshare condominium, or if the staggered term of a board  
 444 member does not expire until a later annual meeting, or if all  
 445 members terms would otherwise expire but there are no  
 446 candidates, the terms of all board members ~~of the board~~ expire  
 447 at the annual meeting, and such board members may stand for  
 448



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449 reelection unless prohibited ~~otherwise permitted~~ by the bylaws.  
450 If the bylaws permit staggered terms of no more than 2 years and  
451 upon approval of a majority of the total voting interests, the  
452 association board members may serve 2-year staggered terms. If  
453 the number of board members whose terms expire at the annual  
454 meeting equals or ~~have expired~~ exceeds the number of candidates,  
455 the candidates become members of the board effective upon the  
456 adjournment of the annual meeting. Unless the bylaws provide  
457 otherwise, any remaining vacancies shall be filled by the  
458 affirmative vote of the majority of the directors making up the  
459 newly constituted board even if the directors constitute less  
460 than a quorum or there is only one director ~~eligible members~~  
461 ~~showing interest in or demonstrating an intention to run for the~~  
462 ~~vacant positions, each board member whose term has expired is~~  
463 ~~eligible for reappointment to the board of administration and~~  
464 ~~need not stand for reelection.~~ In a condominium association of  
465 more than 10 units or in a condominium association that does not  
466 include timeshare units or timeshare interests, coowners of a  
467 unit may not serve as members of the board of directors at the  
468 same time unless they own more than one unit or unless there are  
469 not enough eligible candidates to fill the vacancies on the  
470 board at the time of the vacancy. Any unit owner desiring to be  
471 a candidate for board membership must comply with sub-  
472 subparagraph 4.a. and must be eligible to serve on the board of  
473 directors at the time of the deadline for submitting a notice of  
474 intent to run in order to have his or her name listed as a  
475 proper candidate on the ballot or to serve on the board ~~3.a.~~ A  
476 person who has been suspended or removed by the division under

477 | this chapter, or who is delinquent in the payment of any fee,  
 478 | fine, or special or regular assessment as provided in paragraph  
 479 | (n), is not eligible for board membership. A person who has been  
 480 | convicted of any felony in this state or in a United States  
 481 | District or Territorial Court, or who has been convicted of any  
 482 | offense in another jurisdiction which ~~that~~ would be considered a  
 483 | felony if committed in this state, is not eligible for board  
 484 | membership unless such felon's civil rights have been restored  
 485 | for at least 5 years as of the date ~~on which~~ such person seeks  
 486 | election to the board. The validity of an action by the board is  
 487 | not affected if it is later determined that a board member ~~of~~  
 488 | ~~the board~~ is ineligible for board membership due to having been  
 489 | convicted of a felony.

490 | 3.2. The bylaws must provide the method of calling  
 491 | meetings of unit owners, including annual meetings. Written  
 492 | notice, ~~which~~ must include an agenda, must ~~shall~~ be mailed, hand  
 493 | delivered, or electronically transmitted to each unit owner at  
 494 | least 14 days before the annual meeting, and must be posted in a  
 495 | conspicuous place on the condominium property at least 14  
 496 | continuous days before ~~preceding~~ the annual meeting. Upon notice  
 497 | to the unit owners, the board shall, by duly adopted rule,  
 498 | designate a specific location on the condominium property or  
 499 | association property where ~~upon which~~ all notices of unit owner  
 500 | meetings shall be posted. This requirement does not apply  
 501 | ~~However,~~ if there is no condominium property or association  
 502 | property for posting ~~upon which notices can be posted,~~ ~~this~~  
 503 | ~~requirement does not apply.~~ In lieu of, or in addition to, the  
 504 | physical posting of meeting notices, the association may, by

505 reasonable rule, adopt a procedure for conspicuously posting and  
506 repeatedly broadcasting the notice and the agenda on a closed-  
507 circuit cable television system serving the condominium  
508 association. However, if broadcast notice is used ~~in lieu of a~~  
509 ~~notice posted physically on the condominium property,~~ the notice  
510 and agenda must be broadcast at least four times every broadcast  
511 hour of each day that a posted notice is otherwise required  
512 under this section. If broadcast notice is provided, the notice  
513 and agenda must be broadcast in a manner and for a sufficient  
514 continuous length of time so as to allow an average reader to  
515 observe the notice and read and comprehend the entire content of  
516 the notice and the agenda. Unless a unit owner waives in writing  
517 the right to receive notice of the annual meeting, such notice  
518 must be hand delivered, mailed, or electronically transmitted to  
519 each unit owner. Notice for meetings and notice for all other  
520 purposes must be mailed to each unit owner at the address last  
521 furnished to the association by the unit owner, or hand  
522 delivered to each unit owner. However, if a unit is owned by  
523 more than one person, the association must ~~shall~~ provide notice,  
524 ~~for meetings and all other purposes,~~ to the ~~that one~~ address  
525 that ~~which~~ the developer ~~initially~~ identifies for that purpose  
526 and thereafter as one or more of the owners of the unit ~~shall~~  
527 advise the association in writing, or if no address is given or  
528 the owners of the unit do not agree, to the address provided on  
529 the deed of record. An officer of the association, or the  
530 manager or other person providing notice of the association  
531 meeting, must ~~shall~~ provide an affidavit or United States Postal  
532 Service certificate of mailing, to be included in the official

533 records of the association affirming that the notice was mailed  
534 or hand delivered, in accordance with this provision.

535 ~~4.3.~~ The members of the board shall be elected by written  
536 ballot or voting machine. Proxies may not be used in electing  
537 the board in general elections or elections to fill vacancies  
538 caused by recall, resignation, or otherwise, unless otherwise  
539 provided in this chapter.

540 a. At least 60 days before a scheduled election, the  
541 association shall mail, deliver, or electronically transmit,  
542 ~~whether~~ by separate association mailing or included in another  
543 association mailing, delivery, or transmission, including  
544 regularly published newsletters, to each unit owner entitled to  
545 a vote, a first notice of the date of the election. Any unit  
546 owner or other eligible person desiring to be a candidate for  
547 the board must give written notice of his or her intent to be a  
548 candidate to the association at least 40 days before a scheduled  
549 election. Together with the written notice and agenda as set  
550 forth in subparagraph 3. 2., the association shall mail,  
551 deliver, or electronically transmit a second notice of the  
552 election to all unit owners entitled to vote, together with a  
553 ballot that lists all candidates. Upon request of a candidate,  
554 an information sheet, no larger than 8 1/2 inches by 11 inches,  
555 which must be furnished by the candidate at least 35 days before  
556 the election, must be included with the mailing, delivery, or  
557 transmission of the ballot, with the costs of mailing, delivery,  
558 or electronic transmission and copying to be borne by the  
559 association. The association is not liable for the contents of  
560 the information sheets prepared by the candidates. In order to

561 reduce costs, the association may print or duplicate the  
 562 information sheets on both sides of the paper. The division  
 563 shall by rule establish voting procedures consistent with this  
 564 sub-subparagraph, including rules establishing procedures for  
 565 giving notice by electronic transmission and rules providing for  
 566 the secrecy of ballots. Elections shall be decided by a  
 567 plurality of ~~those~~ ballots cast. There is no quorum requirement;  
 568 however, at least 20 percent of the eligible voters must cast a  
 569 ballot in order to have a valid election ~~of members of the~~  
 570 ~~board~~. A unit owner may not permit any other person to vote his  
 571 or her ballot, and any ballots improperly cast are invalid. A  
 572 ~~provided any~~ unit owner who violates this provision may be fined  
 573 by the association in accordance with s. 718.303. A unit owner  
 574 who needs assistance in casting the ballot for the reasons  
 575 stated in s. 101.051 may obtain such assistance. The regular  
 576 election must occur on the date of the annual meeting. ~~This sub-~~  
 577 ~~subparagraph does not apply to timeshare condominium~~  
 578 ~~associations~~. Notwithstanding this sub-subparagraph, an election  
 579 is not required unless more candidates file notices of intent to  
 580 run or are nominated than board vacancies exist.

581 b. Within 90 days after being elected or appointed to the  
 582 board, each newly elected or appointed director shall certify in  
 583 writing to the secretary of the association that he or she has  
 584 read the association's declaration of condominium, articles of  
 585 incorporation, bylaws, and current written policies; that he or  
 586 she will work to uphold such documents and policies to the best  
 587 of his or her ability; and that he or she will faithfully  
 588 discharge his or her fiduciary responsibility to the

589 association's members. In lieu of this written certification,  
590 within 90 days after being elected or appointed to the board,  
591 the newly elected or appointed director may submit a certificate  
592 of having satisfactorily completed ~~satisfactory completion of~~  
593 the educational curriculum administered by a division-approved  
594 condominium education provider within 1 year before or 90 days  
595 after the date of election or appointment. The written  
596 certification or educational certificate is valid and does not  
597 have to be resubmitted as long as the director serves on the  
598 board without interruption. A director who fails to timely file  
599 the written certification or educational certificate is  
600 suspended from service on the board until he or she complies  
601 with this sub-subparagraph. The board may temporarily fill the  
602 vacancy during the period of suspension. The secretary shall  
603 cause the association to retain a director's written  
604 certification or educational certificate for inspection by the  
605 members for 5 years after a director's election. Failure to have  
606 such written certification or educational certificate on file  
607 does not affect the validity of any board action.

608 ~~5.4.~~ Any approval by unit owners called for by this  
609 chapter or the applicable declaration or bylaws, including, but  
610 not limited to, the approval requirement in s. 718.111(8), must  
611 ~~shall~~ be made at a duly noticed meeting of unit owners and is  
612 subject to all requirements of this chapter or the applicable  
613 condominium documents relating to unit owner decisionmaking,  
614 except that unit owners may take action by written agreement,  
615 without meetings, on matters for which action by written  
616 agreement without meetings is expressly allowed by the

617 applicable bylaws or declaration or any law ~~statute~~ that  
618 provides for such action.

619 ~~6.5.~~ Unit owners may waive notice of specific meetings if  
620 allowed by the applicable bylaws or declaration or any law  
621 ~~statute~~. If authorized by the bylaws, notice of meetings of the  
622 board of administration, unit owner meetings, except unit owner  
623 meetings called to recall board members under paragraph (j), and  
624 committee meetings may be given by electronic transmission to  
625 unit owners who consent to receive notice by electronic  
626 transmission.

627 ~~7.6.~~ Unit owners ~~shall~~ have the right to participate in  
628 meetings of unit owners with reference to all designated agenda  
629 items. However, the association may adopt reasonable rules  
630 governing the frequency, duration, and manner of unit owner  
631 participation.

632 ~~8.7.~~ A ~~Any~~ unit owner may tape record or videotape a  
633 meeting of the unit owners subject to reasonable rules adopted  
634 by the division.

635 ~~9.8.~~ Unless otherwise provided in the bylaws, any vacancy  
636 occurring on the board before the expiration of a term may be  
637 filled by the affirmative vote of the majority of the remaining  
638 directors, even if the remaining directors constitute less than  
639 a quorum, or by the sole remaining director. In the alternative,  
640 a board may hold an election to fill the vacancy, in which case  
641 the election procedures must conform to ~~the requirements of sub-~~  
642 subparagraph 4.a. ~~3.a.~~ unless the association governs 10 units  
643 or fewer and has opted out of the statutory election process, in  
644 which case the bylaws of the association control. Unless

645 otherwise provided in the bylaws, a board member appointed or  
 646 elected under this section shall fill the vacancy for the  
 647 unexpired term of the seat being filled. Filling vacancies  
 648 created by recall is governed by paragraph (j) and rules adopted  
 649 by the division.

650 10. This chapter does not limit the use of general or  
 651 limited proxies, require the use of general or limited proxies,  
 652 or require the use of a written ballot or voting machine for any  
 653 agenda item or election at any meeting of a timeshare  
 654 condominium association.

655  
 656 Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a.  
 657 ~~(d)3.a.~~, an association of 10 or fewer units may, by affirmative  
 658 vote of a majority of the total voting interests, provide for  
 659 different voting and election procedures in its bylaws, which  
 660 ~~vote~~ may be by a proxy specifically delineating the different  
 661 voting and election procedures. The different voting and  
 662 election procedures may provide for elections to be conducted by  
 663 limited or general proxy.

664 Section 4. Subsection (5) of section 718.113, Florida  
 665 Statutes, is amended to read:

666 718.113 Maintenance; limitation upon improvement; display  
 667 of flag; hurricane shutters; display of religious decorations.-

668 (5) Each board of administration shall adopt hurricane  
 669 shutter specifications for each building within each condominium  
 670 operated by the association which shall include color, style,  
 671 and other factors deemed relevant by the board. All  
 672 specifications adopted by the board must ~~shall~~ comply with the



673 applicable building code.

674 (a) The board may, subject to the provisions of s.  
 675 718.3026, and the approval of a majority of voting interests of  
 676 the condominium, install hurricane shutters, impact glass or  
 677 other code-compliant windows, or hurricane protection that  
 678 complies with or exceeds the applicable building code. ~~However,~~  
 679 ~~or both, except that~~ a vote of the owners is not required if the  
 680 maintenance, repair, and replacement of hurricane shutters,  
 681 impact glass, or other code-compliant windows ~~or other forms of~~  
 682 ~~hurricane protection~~ are the responsibility of the association  
 683 pursuant to the declaration of condominium. ~~If However, where~~  
 684 hurricane protection or laminated glass or window film  
 685 architecturally designed to function as hurricane protection  
 686 which complies with or exceeds the current applicable building  
 687 code has been previously installed, the board may not install  
 688 hurricane shutters, ~~or other~~ hurricane protection, or impact  
 689 glass or other code-compliant windows except upon approval by a  
 690 majority vote of the voting interests.

691 (b) The association is ~~shall be~~ responsible for the  
 692 maintenance, repair, and replacement of the hurricane shutters  
 693 or other hurricane protection authorized by this subsection if  
 694 such hurricane shutters or other hurricane protection is the  
 695 responsibility of the association pursuant to the declaration of  
 696 condominium. If the hurricane shutters or other hurricane  
 697 protection authorized by this subsection are the responsibility  
 698 of the unit owners pursuant to the declaration of condominium,  
 699 the ~~responsibility for the~~ maintenance, repair, and replacement  
 700 of such items are ~~shall be~~ the responsibility of the unit owner.

701 (c) The board may operate shutters installed pursuant to  
 702 this subsection without permission of the unit owners only if  
 703 ~~where~~ such operation is necessary to preserve and protect the  
 704 condominium property and association property. The installation,  
 705 replacement, operation, repair, and maintenance of such shutters  
 706 in accordance with the procedures set forth in this paragraph  
 707 are ~~herein shall not be deemed~~ a material alteration to the  
 708 common elements or association property within the meaning of  
 709 this section.

710 (d) Notwithstanding any other provision ~~to the contrary~~ in  
 711 the condominium documents, if approval is required by the  
 712 documents, a board may ~~shall~~ not refuse to approve the  
 713 installation or replacement of hurricane shutters by a unit  
 714 owner conforming to the specifications adopted by the board.

715 Section 5. Section 718.114, Florida Statutes, is amended  
 716 to read:

717 718.114 Association powers.—An association may ~~has the~~  
 718 ~~power to~~ enter into agreements, to acquire leaseholds,  
 719 memberships, and other possessory or use interests in lands or  
 720 facilities such as country clubs, golf courses, marinas, and  
 721 other recreational facilities, . It has this power whether or not  
 722 the lands or facilities are contiguous to the lands of the  
 723 condominium, if such lands and facilities ~~they~~ are intended to  
 724 provide enjoyment, recreation, or other use or benefit to the  
 725 unit owners. All of these leaseholds, memberships, and other  
 726 possessory or use interests existing or created at the time of  
 727 recording the declaration must be stated and fully described in  
 728 the declaration. Subsequent to the recording of the declaration,

729 | agreements acquiring these leaseholds, memberships, or other  
 730 | possessory or use interests which are not entered into within 12  
 731 | months following the recording of the declaration are ~~shall be~~  
 732 | ~~considered~~ a material alteration or substantial addition to the  
 733 | real property that is association property, and the association  
 734 | may not acquire or enter into such agreements ~~acquiring these~~  
 735 | ~~leaseholds, memberships, or other possessory or use interests~~  
 736 | except upon a vote of, or written consent by, a majority of the  
 737 | total voting interests or as authorized by the declaration as  
 738 | provided in s. 718.113. The declaration may provide that the  
 739 | rental, membership fees, operations, replacements, and other  
 740 | expenses are common expenses and may impose covenants and  
 741 | restrictions concerning their use and may contain other  
 742 | provisions not inconsistent with this chapter. A condominium  
 743 | association may conduct bingo games as provided in s. 849.0931.

744 | Section 6. Paragraph (b) of subsection (1), subsection  
 745 | (3), paragraph (b) of subsection (5), and subsection (11) of  
 746 | section 718.116, Florida Statutes, are amended to read:

747 | 718.116 Assessments; liability; lien and priority;  
 748 | interest; collection.—

749 | (1)

750 | (b)1. The liability of a first mortgagee or its successor  
 751 | or assignees who acquire title to a unit by foreclosure or by  
 752 | deed in lieu of foreclosure for the unpaid assessments that  
 753 | became due before the mortgagee's acquisition of title is  
 754 | limited to the lesser of:

755 | a.1. The unit's unpaid common expenses and regular  
 756 | periodic assessments which accrued or came due during the 12

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757 months immediately preceding the acquisition of title and for  
758 which payment in full has not been received by the association;  
759 or

760 ~~b.2.~~ One percent of the original mortgage debt. The  
761 provisions of this paragraph apply only if the first mortgagee  
762 joined the association as a defendant in the foreclosure action.  
763 Joinder of the association is not required if, on the date the  
764 complaint is filed, the association was dissolved or did not  
765 maintain an office or agent for service of process at a location  
766 which was known to or reasonably discoverable by the mortgagee.

767 2. An association, or its successor or assignee, that  
768 acquires title to a unit through the foreclosure of its lien for  
769 assessments is not liable for any unpaid assessments, late fees,  
770 interest, or reasonable attorney's fees and costs that came due  
771 before the association's acquisition of title in favor of any  
772 other association, as defined in s. 718.103(2) or s. 720.301(9),  
773 which holds a superior lien interest on the unit. This  
774 subparagraph is intended to clarify existing law.

775 (3) Assessments and installments on assessments which are  
776 not paid when due bear interest at the rate provided in the  
777 declaration, from the due date until paid. ~~The~~ This rate may not  
778 exceed the rate allowed by law, and, if no rate is provided in  
779 the declaration, interest accrues at the rate of 18 percent per  
780 year. ~~Also,~~ If provided by the declaration or bylaws, the  
781 association may, in addition to such interest, charge an  
782 administrative late fee of up to the greater of \$25 or 5 percent  
783 of ~~each installment of the assessment for~~ each delinquent  
784 installment for which the payment is late. Any payment received

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785 by an association must be applied first to any interest accrued  
786 by the association, then to any administrative late fee, then to  
787 any costs and reasonable attorney's fees incurred in collection,  
788 and then to the delinquent assessment. The foregoing is  
789 applicable notwithstanding any restrictive endorsement,  
790 designation, or instruction placed on or accompanying a payment.  
791 A late fee is not subject to chapter 687 or s. 718.303 (4) ~~(3)~~.

792 (5)

793 (b) To be valid, a claim of lien must state the  
794 description of the condominium parcel, the name of the record  
795 owner, the name and address of the association, the amount due,  
796 and the due dates. It must be executed and acknowledged by an  
797 officer or authorized agent of the association. The lien is not  
798 effective ~~longer than~~ 1 year after the claim of lien was  
799 recorded unless, within that time, an action to enforce the lien  
800 is commenced. The 1-year period is automatically extended for  
801 any length of time during which the association is prevented  
802 from filing a foreclosure action by an automatic stay resulting  
803 from a bankruptcy petition filed by the parcel owner or any  
804 other person claiming an interest in the parcel. The claim of  
805 lien secures all unpaid assessments that are due and that may  
806 accrue after the claim of lien is recorded and through the entry  
807 of a final judgment, as well as interest and all reasonable  
808 costs and attorney's fees incurred by the association incident  
809 to the collection process. Upon payment in full, the person  
810 making the payment is entitled to a satisfaction of the lien.

811

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

813 the circuit court shall mail a copy of the recorded notice to  
 814 the association by certified mail, return receipt requested, at  
 815 the address shown in the claim of lien or most recent amendment  
 816 to it and shall certify to the service on the face of the  
 817 notice. Service is complete upon mailing. After service, the  
 818 association has 90 days in which to file an action to enforce  
 819 the lien; and, if the action is not filed within the 90-day  
 820 period, the lien is void. However, the 90-day period shall be  
 821 extended for any length of time during which ~~that~~ the  
 822 association is prevented from filing its action because of an  
 823 automatic stay resulting from the filing of a bankruptcy  
 824 petition by the unit owner or by any other person claiming an  
 825 interest in the parcel.

826 (11) (a) If the unit is occupied by a tenant and the unit  
 827 owner is delinquent in paying any monetary obligation due to the  
 828 association, the association may make a written demand that the  
 829 tenant pay to the association the subsequent rental payments  
 830 ~~future monetary obligations related to the condominium unit to~~  
 831 ~~the association,~~ and continue to the tenant must make such  
 832 payments until all monetary obligations of the unit owner  
 833 related to the unit have been paid in full to the association  
 834 ~~payment. The demand is continuing in nature and, upon demand,~~  
 835 The tenant must pay the monetary obligations to the association  
 836 until the association releases the tenant or the tenant  
 837 discontinues tenancy in the unit.

838 1. The association must provide the tenant a notice, by  
 839 hand delivery or United States mail, in substantially the  
 840 following form:

841  
842 Pursuant to section 718.116(11), Florida  
843 Statutes, the association demands that you pay your  
844 rent directly to the condominium association and  
845 continue doing so until the association notifies you  
846 otherwise.

847 Payment due the condominium association may be in  
848 the same form as you paid your landlord and must be  
849 sent by United States mail or hand delivery to  
850 ...(full address)..., payable to ...(name)....

851 Your obligation to pay your rent to the  
852 association begins immediately, unless you have  
853 already paid rent to your landlord for the current  
854 period before receiving this notice. In that case, you  
855 must provide the association written proof of your  
856 payment within 14 days after receiving this notice and  
857 your obligation to pay rent to the association would  
858 then begin with the next rental period.

859 Pursuant to section 718.116(11), Florida  
860 Statutes, your payment of rent to the association  
861 gives you complete immunity from any claim for the  
862 rent by your landlord for all amounts timely paid to  
863 the association.

864  
865 2. The association must mail written notice to the unit  
866 owner of the association's demand that the tenant make payments  
867 to the association.

868 3. The association shall, upon request, provide the tenant

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869 with written receipts for payments made.

870 4. A tenant ~~who acts in good faith in response to a~~  
871 ~~written demand from an association~~ is immune from any claim by  
872 ~~from~~ the landlord or unit owner related to the rent timely paid  
873 to the association after the association has made written  
874 demand.

875 (b)(a) If the tenant paid ~~prepaid~~ rent to the landlord or  
876 unit owner for a given rental period before receiving the demand  
877 from the association and provides written evidence to the  
878 association of having paid ~~paying~~ the rent ~~to the association~~  
879 within 14 days after receiving the demand, the tenant shall  
880 begin making rental payments to the association for the  
881 following rental period and shall continue making ~~receive credit~~  
882 ~~for the prepaid rent for the applicable period and must make any~~  
883 ~~subsequent~~ rental payments to the association to be credited  
884 against the monetary obligations of the unit owner until the  
885 association releases the tenant or the tenant discontinues  
886 tenancy in the unit ~~to the association.~~

887 (c)(b) ~~The tenant is not liable for increases in the~~  
888 ~~amount of the monetary obligations due unless the tenant was~~  
889 ~~notified in writing of the increase at least 10 days before the~~  
890 ~~date the rent is due.~~ The liability of the tenant may not exceed  
891 the amount due from the tenant to the tenant's landlord. The  
892 tenant's landlord shall provide the tenant a credit against  
893 rents due to the landlord ~~unit owner~~ in the amount of moneys  
894 paid to the association ~~under this section.~~

895 (d)(e) The association may issue notice ~~notices~~ under s.  
896 83.56 and ~~may~~ sue for eviction under ss. 83.59-83.625 as if the



897 association were a landlord under part II of chapter 83 if the  
 898 tenant fails to pay a required payment to the association after  
 899 written demand has been made to the tenant. However, the  
 900 association is not otherwise considered a landlord under chapter  
 901 83 and specifically has no obligations ~~duties~~ under s. 83.51.

902 (e) ~~(d)~~ The tenant does not, by virtue of payment of  
 903 monetary obligations to the association, have any of the rights  
 904 of a unit owner to vote in any election or to examine the books  
 905 and records of the association.

906 (f) ~~(e)~~ A court may supersede the effect of this subsection  
 907 by appointing a receiver.

908 Section 7. Subsections (2), (3), (4), and (11), paragraphs  
 909 (a) and (d) of subsection (12), subsection (14), paragraph (a)  
 910 of subsection (17), and subsections (18) and (19) of section  
 911 718.117, Florida Statutes, are amended to read:

912 718.117 Termination of condominium.—

913 (2) TERMINATION BECAUSE OF ECONOMIC WASTE OR  
 914 IMPOSSIBILITY.—

915 (a) Notwithstanding any provision in the declaration, the  
 916 condominium form of ownership of a property may be terminated by  
 917 a plan of termination approved by the lesser of the lowest  
 918 percentage of voting interests necessary to amend the  
 919 declaration or as otherwise provided in the declaration for  
 920 approval of termination if:

921 1. The total estimated cost of construction or repairs  
 922 necessary to construct the intended improvements or restore the  
 923 improvements to their former condition or bring them into  
 924 compliance with applicable laws or regulations exceeds the

925 combined fair market value of the units in the condominium after  
 926 completion of the construction or repairs; or

927 2. It becomes impossible to operate or reconstruct a  
 928 condominium to its prior physical configuration because of land  
 929 use laws or regulations.

930 (b) Notwithstanding paragraph (a), a condominium in which  
 931 75 percent or more of the units are timeshare units may be  
 932 terminated only pursuant to a plan of termination approved by 80  
 933 percent of the total voting interests of the association and the  
 934 holders of 80 percent of the original principal amount of  
 935 outstanding recorded mortgage liens of timeshare estates in the  
 936 condominium, unless the declaration provides for a lower voting  
 937 percentage.

938 (c) Notwithstanding paragraph (a), a condominium that  
 939 includes units and timeshare estates where the improvements have  
 940 been totally destroyed or demolished may be terminated pursuant  
 941 to a plan of termination proposed by a unit owner upon the  
 942 filing of a petition in court seeking equitable relief. Within  
 943 10 days after the filing of a petition as provided in this  
 944 paragraph and in lieu of the requirements of paragraph (15)(a),  
 945 the petitioner shall record the proposed plan of termination and  
 946 mail a copy of the proposed plan and a copy of the petition to:

947 1. If the association has not been dissolved as a matter  
 948 of law, each member of the board of directors of the association  
 949 identified in the most recent annual report filed with the  
 950 Department of State and the registered agent of the association;

951 2. The managing entity as defined in s. 721.05(22);

952 3. Each unit owner and each timeshare estate owner at the

953 address reflected in the official records of the association,  
 954 or, if the association records cannot be obtained by the  
 955 petitioner, each unit owner and each timeshare estate owner at  
 956 the address listed in the office of the tax collector for tax  
 957 notices; and

958 4. Each holder of a recorded mortgage lien affecting a  
 959 unit or timeshare estate at the address appearing on the  
 960 recorded mortgage or any recorded assignment thereof.

961  
 962 The association, if it has not been dissolved as a matter of  
 963 law, acting as class representative, or the managing entity as  
 964 defined in s. 721.05(22), any unit owner, any timeshare estate  
 965 owner, or any holder of a recorded mortgage lien affecting a  
 966 unit or timeshare estate may intervene in the proceedings to  
 967 contest the proposed plan of termination brought pursuant to  
 968 this paragraph. The provisions of subsection (9), to the extent  
 969 inconsistent with this paragraph, and subsection (16) are not  
 970 applicable to a party contesting a plan of termination under  
 971 this paragraph. If no party intervenes to contest the proposed  
 972 plan within 45 days after the filing of the petition, the  
 973 petitioner may move the court to enter a final judgment to  
 974 authorize implementation of the plan of termination. If a party  
 975 timely intervenes to contest the proposed plan, the plan may not  
 976 be implemented until a final judgment has been entered by the  
 977 court finding that the proposed plan of termination is fair and  
 978 reasonable and authorizing implementation of the plan.

979 (3) OPTIONAL TERMINATION.—Except as provided in subsection  
 980 (2) or unless the declaration provides for a lower percentage,

981 the condominium form of ownership ~~of the property~~ may be  
 982 terminated for all or a portion of the condominium property  
 983 pursuant to a plan of termination approved by at least 80  
 984 percent of the total voting interests of the condominium if no  
 985 ~~not~~ more than 10 percent of the total voting interests of the  
 986 condominium have rejected the plan of termination by negative  
 987 vote or by providing written objections ~~thereto~~. This subsection  
 988 does not apply to condominiums in which 75 percent or more of  
 989 the units are timeshare units.

990 (4) EXEMPTION.—A plan of termination is not an amendment  
 991 subject to s. 718.110(4). In a partial termination, a plan of  
 992 termination is not an amendment subject to s. 718.110(4) if the  
 993 ownership share of the common elements of a surviving unit in  
 994 the condominium remains in the same proportion to the surviving  
 995 units as it was before the partial termination.

996 (11) PLAN OF TERMINATION; OPTIONAL PROVISIONS; CONDITIONAL  
 997 TERMINATION.—

998 (a) The plan of termination may provide that each unit  
 999 owner retains the exclusive right of possession to the portion  
 1000 of the real estate which ~~that~~ formerly constituted the unit if  
 1001 ~~in which case~~ the plan specifies ~~must specify~~ the conditions of  
 1002 possession. In a partial termination, the plan of termination as  
 1003 specified in subsection (10) must also identify the units that  
 1004 survive the partial termination and provide that such units  
 1005 remain in the condominium form of ownership pursuant to an  
 1006 amendment to the declaration of condominium or an amended and  
 1007 restated declaration. In a partial termination, title to the  
 1008 surviving units and common elements that remain part of the

1009 condominium property specified in the plan of termination remain  
 1010 vested in the ownership shown in the public records and do not  
 1011 vest in the termination trustee.

1012 (b) In a conditional termination, the plan must specify  
 1013 the conditions for termination. A conditional plan does not vest  
 1014 title in the termination trustee until the plan and a  
 1015 certificate executed by the association with the formalities of  
 1016 a deed, confirming that the conditions in the conditional plan  
 1017 have been satisfied or waived by the requisite percentage of the  
 1018 voting interests, have been recorded. In a partial termination,  
 1019 the plan does not vest title to the surviving units or common  
 1020 elements that remain part of the condominium property in the  
 1021 termination trustee.

1022 (12) ALLOCATION OF PROCEEDS OF SALE OF CONDOMINIUM  
 1023 PROPERTY.—

1024 (a) Unless the declaration expressly provides for the  
 1025 allocation of the proceeds of sale of condominium property, the  
 1026 plan of termination must first apportion the proceeds between  
 1027 the aggregate value of all units and the value of the common  
 1028 elements, based on their respective fair market values  
 1029 immediately before the termination, as determined by one or more  
 1030 independent appraisers selected by the association or  
 1031 termination trustee. In a partial termination, the aggregate  
 1032 values of the units and common elements that are being  
 1033 terminated must be separately determined, and the plan of  
 1034 termination must specify the allocation of the proceeds of sale  
 1035 for the units and common elements.

1036 (d) Liens that encumber a unit shall be transferred to the

1037 | proceeds of sale of the condominium property and the proceeds of  
 1038 | sale or other distribution of association property, common  
 1039 | surplus, or other association assets attributable to such unit  
 1040 | in their same priority. In a partial termination, liens that  
 1041 | encumber a unit being terminated must be transferred to the  
 1042 | proceeds of sale of that portion of the condominium property  
 1043 | being terminated which are attributable to such unit. The  
 1044 | proceeds of any sale of condominium property pursuant to a plan  
 1045 | of termination may not be deemed to be common surplus or  
 1046 | association property.

1047 |       (14) TITLE VESTED IN TERMINATION TRUSTEE.—If termination  
 1048 | is pursuant to a plan of termination under subsection (2) or  
 1049 | subsection (3), ~~the unit owners' rights and title to as tenants~~  
 1050 | ~~in common in undivided interests in~~ the condominium property  
 1051 | being terminated vests ~~vest~~ in the termination trustee when the  
 1052 | plan is recorded or at a later date specified in the plan. The  
 1053 | unit owners thereafter become the beneficiaries of the proceeds  
 1054 | realized from the plan of termination as set forth in the plan.  
 1055 | The termination trustee may deal with the condominium property  
 1056 | being terminated or any interest therein if the plan confers on  
 1057 | the trustee the authority to protect, conserve, manage, sell, or  
 1058 | dispose of the condominium property. The trustee, on behalf of  
 1059 | the unit owners, may contract for the sale of real property  
 1060 | being terminated, but the contract is not binding on the unit  
 1061 | owners until the plan is approved pursuant to subsection (2) or  
 1062 | subsection (3).

1063 |       (17) DISTRIBUTION.—

1064 |       (a) Following termination of the condominium, the

1065 condominium property, association property, common surplus, and  
 1066 other assets of the association shall be held by the termination  
 1067 trustee pursuant to the plan of termination, as trustee for unit  
 1068 owners and holders of liens on the units, in their order of  
 1069 priority unless otherwise set forth in the plan of termination.

1070 (18) ASSOCIATION STATUS.—The termination of a condominium  
 1071 does not change the corporate status of the association that  
 1072 operated the condominium property. The association continues to  
 1073 exist to conclude its affairs, prosecute and defend actions by  
 1074 or against it, collect and discharge obligations, dispose of and  
 1075 convey its property, and collect and divide its assets, but not  
 1076 to act except as necessary to conclude its affairs. In a partial  
 1077 termination, the association may continue as the condominium  
 1078 association for the property that remains subject to the  
 1079 declaration of condominium.

1080 (19) CREATION OF ANOTHER CONDOMINIUM.—The termination or  
 1081 partial termination of a condominium does not bar the filing of  
 1082 a new declaration of condominium ~~or an amended and restated~~  
 1083 ~~declaration of condominium~~ by the termination trustee, or the  
 1084 trustee's successor in interest, for the terminated property or  
 1085 ~~affecting any portion thereof of the same property~~. The partial  
 1086 termination of a condominium may provide for the simultaneous  
 1087 filing of an amendment to the declaration of condominium or an  
 1088 amended and restated declaration of condominium by the  
 1089 condominium association for any portion of the property not  
 1090 terminated from the condominium form of ownership.

1091 Section 8. Subsections (3), (4), and (5) of section  
 1092 718.303, Florida Statutes, are amended, and subsection (6) is

1093 added to that section, to read:

1094 718.303 Obligations of owners and occupants; remedies.—

1095 ~~(3) If a unit owner is delinquent for more than 90 days in~~  
 1096 ~~paying a monetary obligation due to the association, the~~  
 1097 ~~association may suspend the right of a unit owner or a unit's~~  
 1098 ~~occupant, licensee, or invitee to use common elements, common~~  
 1099 ~~facilities, or any other association property until the monetary~~  
 1100 ~~obligation is paid. This subsection does not apply to limited~~  
 1101 ~~common elements intended to be used only by that unit, common~~  
 1102 ~~elements that must be used to access the unit, utility services~~  
 1103 ~~provided to the unit, parking spaces, or elevators. The~~  
 1104 association may ~~also~~ levy reasonable fines for the failure of  
 1105 the owner of the unit, or its occupant, licensee, or invitee, to  
 1106 comply with any provision of the declaration, the association  
 1107 bylaws, or reasonable rules of the association. A fine may ~~does~~  
 1108 not become a lien against a unit. ~~A fine may not exceed \$100 per~~  
 1109 ~~violation. However,~~ A fine may be levied on the basis of each  
 1110 day of a continuing violation, with a single notice and  
 1111 opportunity for hearing. However, the fine may not exceed \$100  
 1112 per violation, or \$1,000 in the aggregate ~~exceed \$1,000.~~

1113 (a) An association may suspend, for a reasonable period of  
 1114 time, the right of a unit owner, or a unit owner's tenant,  
 1115 guest, or invitee, to use the common elements, common  
 1116 facilities, or any other association property for failure to  
 1117 comply with any provision of the declaration, the association  
 1118 bylaws, or reasonable rules of the association.

1119 (b) A fine or suspension may not be imposed ~~levied and a~~  
 1120 ~~suspension may not be imposed~~ unless the association first



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1121 provides at least 14 days' written notice and an opportunity for  
1122 a hearing to the unit owner and, if applicable, its occupant,  
1123 licensee, or invitee. The hearing must be held before a  
1124 committee of other unit owners who are neither board members nor  
1125 persons residing in a board member's household. If the committee  
1126 does not agree ~~with the fine or suspension~~, the fine or  
1127 suspension may not be ~~levied or~~ imposed.

1128 (4) If a unit owner is more than 90 days delinquent in  
1129 paying a monetary obligation due to the association, the  
1130 association may suspend the right of the unit owner or the  
1131 unit's occupant, licensee, or invitee to use common elements,  
1132 common facilities, or any other association property until the  
1133 monetary obligation is paid in full. This subsection does not  
1134 apply to limited common elements intended to be used only by  
1135 that unit, common elements needed to access the unit, utility  
1136 services provided to the unit, parking spaces, or elevators. The  
1137 notice and hearing requirements under subsection (3) do not  
1138 apply to suspensions imposed under this subsection.

1139 ~~(4) The notice and hearing requirements of subsection (3)~~  
1140 ~~do not apply to the imposition of suspensions or fines against a~~  
1141 ~~unit owner or a unit's occupant, licensee, or invitee because of~~  
1142 ~~failing to pay any amounts due the association. If such a fine~~  
1143 ~~or suspension is imposed, the association must levy the fine or~~  
1144 ~~impose a reasonable suspension at a properly noticed board~~  
1145 ~~meeting, and after the imposition of such fine or suspension,~~  
1146 ~~the association must notify the unit owner and, if applicable,~~  
1147 ~~the unit's occupant, licensee, or invitee by mail or hand~~  
1148 ~~delivery.~~

1149 (5) An association may ~~also~~ suspend the voting rights of a  
 1150 unit or member due to nonpayment of any monetary obligation due  
 1151 to the association which is more than 90 days delinquent. A  
 1152 voting interest or consent right allocated to a unit or member  
 1153 which has been suspended by the association may not be counted  
 1154 towards the total number of voting interests necessary to  
 1155 constitute a quorum, the number of voting interests required to  
 1156 conduct an election, or the number of voting interests required  
 1157 to approve an action under this chapter or pursuant to the  
 1158 declaration, articles of incorporation, or bylaws. The  
 1159 suspension ends upon full payment of all obligations currently  
 1160 due or overdue the association. The notice and hearing  
 1161 requirements under subsection (3) do not apply to a suspension  
 1162 imposed under this subsection.

1163 (6) All suspensions imposed pursuant to subsection (4) or  
 1164 subsection (5) must be approved at a properly noticed board  
 1165 meeting. Upon approval, the association must notify the unit  
 1166 owner and, if applicable, the unit's occupant, licensee, or  
 1167 invitee by mail or hand delivery.

1168 Section 9. Section 718.703, Florida Statutes, is amended  
 1169 to read:

1170 718.703 Definitions.—As used in this part, the term:

1171 (1) "Bulk assignee" means a person who is not a bulk buyer  
 1172 and who:

1173 (a) Acquires more than seven condominium parcels in a  
 1174 single condominium as set forth in s. 718.707; and

1175 (b) Receives an assignment of any of the developer rights,  
 1176 other than or in addition to those rights described in

1177 subsection (2), ~~some or all of the rights of the developer as~~  
 1178 ~~set forth in the declaration of condominium or this chapter;~~ by

1179 1. By a written instrument recorded as part of or as an  
 1180 exhibit to the deed; ~~or as~~

1181 2. By a separate instrument recorded in the public records  
 1182 of the county in which the condominium is located; or

1183 3. Pursuant to a final judgment or certificate of title  
 1184 issued in favor of a purchaser at a foreclosure sale.

1185  
 1186 A mortgagee or its assignee may not be deemed a bulk assignee or  
 1187 a developer by reason of the acquisition of condominium units  
 1188 and receipt of an assignment of some or all of a developer  
 1189 rights unless the mortgagee or its assignee exercises any of the  
 1190 developer rights other than those described in subsection (2).

1191 (2) "Bulk buyer" means a person who acquires more than  
 1192 seven condominium parcels in a single condominium as set forth  
 1193 in s. 718.707, but who does not receive an assignment of any  
 1194 developer rights, or receives only some or all of the following  
 1195 rights: ~~other than~~

1196 (a) The right to conduct sales, leasing, and marketing  
 1197 activities within the condominium;

1198 (b) The right to be exempt from the payment of working  
 1199 capital contributions to the condominium association arising out  
 1200 of, or in connection with, the bulk buyer's acquisition of the a  
 1201 bulk number of units; and

1202 (c) The right to be exempt from any rights of first  
 1203 refusal which may be held by the condominium association and  
 1204 would otherwise be applicable to subsequent transfers of title

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1205 from the bulk buyer to a third party purchaser concerning one or  
 1206 more units.

1207 Section 10. Section 718.704, Florida Statutes, is amended  
 1208 to read:

1209 718.704 Assignment and assumption of developer rights by  
 1210 bulk assignee; bulk buyer.—

1211 (1) A bulk assignee is deemed to have assumed ~~assumes~~ and  
 1212 is liable for all duties and responsibilities of the developer  
 1213 under the declaration and this chapter upon its acquisition of  
 1214 title to units and continuously thereafter, except that it is  
 1215 not liable for:

1216 (a) Warranties of the developer under s. 718.203(1) or s.  
 1217 718.618, except as expressly provided by the bulk assignee in a  
 1218 prospectus or offering circular, or the contract for purchase  
 1219 and sale executed with a purchaser, or for design, construction,  
 1220 development, or repair work performed by or on behalf of the  
 1221 ~~such~~ bulk assignee.†

1222 (b) The obligation to:

1223 1. Fund converter reserves under s. 718.618 for a unit  
 1224 that was not acquired by the bulk assignee; or

1225 2. Provide implied ~~converter~~ warranties on any portion of  
 1226 the condominium property except as expressly provided by the  
 1227 bulk assignee in a prospectus or offering circular, or the  
 1228 contract for purchase and sale executed with a purchaser, or for  
 1229 ~~and pertaining to any~~ design, construction, development, or  
 1230 repair work performed by or on behalf of the bulk assignee.†

1231 (c) The requirement to provide the association with a  
 1232 cumulative audit of the association's finances from the date of

1233 formation of the condominium association as required by s.  
 1234 718.301(4)(c). However, the bulk assignee must provide an audit  
 1235 for the period during which the bulk assignee elects or appoints  
 1236 a majority of the members of the board of administration.

1237 (d) Any liability arising out of or in connection with  
 1238 actions taken by the board of administration or the developer-  
 1239 appointed directors before the bulk assignee elects or appoints  
 1240 a majority of the members of the board of administration.

1241 (e) Any liability for or arising out of the developer's  
 1242 failure to fund previous assessments or to resolve budgetary  
 1243 deficits in relation to a developer's right to guarantee  
 1244 assessments, except as otherwise provided in subsection (2).

1245  
 1246 The bulk assignee is ~~also~~ responsible only for delivering  
 1247 documents and materials in accordance with s. 718.705(3). A bulk  
 1248 assignee may expressly assume some or all of the developer  
 1249 obligations ~~of the developer~~ described in paragraphs (a)-(e).

1250 (2) A bulk assignee assigned the developer right ~~receiving~~  
 1251 ~~the assignment of the rights of the developer~~ to guarantee the  
 1252 level of assessments and fund budgetary deficits pursuant to s.  
 1253 718.116 assumes and is liable for all obligations of the  
 1254 developer with respect to such guarantee upon its acquisition of  
 1255 title to the units and continuously thereafter, including any  
 1256 applicable funding of reserves to the extent required by law,  
 1257 for as long as the guarantee remains in effect. A bulk assignee  
 1258 not receiving such assignment, or a bulk buyer, does not assume  
 1259 and is not liable for the obligations of the developer with  
 1260 respect to such guarantee, but is responsible for payment of

1261 assessments due on or after acquisition of the units in the same  
 1262 manner as all other owners of condominium parcels or as  
 1263 otherwise provided in s. 718.116.

1264 (3) A bulk buyer is liable for the duties and  
 1265 responsibilities of a ~~the~~ developer under the declaration and  
 1266 this chapter only to the extent that such ~~provided in this part,~~  
 1267 ~~together with any other~~ duties or responsibilities are ~~of the~~  
 1268 ~~developer~~ expressly assumed in writing by the bulk buyer.

1269 (4) An acquirer of condominium parcels is not a bulk  
 1270 assignee or a bulk buyer if the transfer to such acquirer was  
 1271 made:

1272 (a) Before the effective date of this part;

1273 (b) With the intent to hinder, delay, or defraud any  
 1274 purchaser, unit owner, or the association; ~~7~~ or if the acquirer  
 1275 ~~is~~

1276 (c) By a person who would be considered an insider under  
 1277 s. 726.102(7).

1278 (5) An assignment of developer rights to a bulk assignee  
 1279 may be made by a ~~the~~ developer, a previous bulk assignee, a  
 1280 mortgagee or assignee who has acquired title to the units and  
 1281 received an assignment of rights, or a court acting on behalf of  
 1282 the developer or the previous bulk assignee if such developer  
 1283 rights are held by the predecessor in title to the bulk  
 1284 assignee. At any particular time, there may not be ~~no~~ more than  
 1285 one bulk assignee within a condominium; however, ~~but~~ there may  
 1286 be more than one bulk buyer. If more than one acquirer of  
 1287 condominium parcels in the same condominium receives an  
 1288 assignment of developer rights in addition to those rights

1289 described in s. 718.703(2) from the same person, the bulk  
 1290 assignee is the acquirer whose instrument of assignment is  
 1291 recorded first in the public records of the county in which the  
 1292 condominium is located, and any subsequent purported bulk  
 1293 assignee may still qualify as a bulk buyer.

1294 Section 11. Subsections (1) and (3) of section 718.705,  
 1295 Florida Statutes, are amended to read:

1296 718.705 Board of administration; transfer of control.—

1297 (1) If, at the time the bulk assignee acquires title to  
 1298 the units and receives an assignment of developer rights, the  
 1299 developer has not relinquished control of the board of  
 1300 administration, for purposes of determining the timing for  
 1301 transfer of control of the board of administration of the  
 1302 association ~~to unit owners other than the developer under s.~~  
 1303 ~~718.301(1) (a) and (b), if a bulk assignee is entitled to elect a~~  
 1304 ~~majority of the members of the board,~~ a condominium parcel  
 1305 acquired by the bulk assignee is not deemed to be conveyed to a  
 1306 purchaser, or owned by an owner other than the developer, until  
 1307 the condominium parcel is conveyed to an owner who is not a bulk  
 1308 assignee.

1309 (3) If a bulk assignee relinquishes control of the board  
 1310 of administration as set forth in s. 718.301, the bulk assignee  
 1311 must deliver all of those items required by s. 718.301(4).  
 1312 However, the bulk assignee is not required to deliver items and  
 1313 documents not in the possession of the bulk assignee if some  
 1314 items were or should have been in existence before the bulk  
 1315 assignee's acquisition of the units during the period during  
 1316 ~~which the bulk assignee was entitled to elect at least a~~

1317 ~~majority of the members of the board of administration.~~ In  
 1318 conjunction with the acquisition of units ~~condominium parcels~~, a  
 1319 bulk assignee shall undertake a good faith effort to obtain the  
 1320 documents and materials that must be provided to the association  
 1321 pursuant to s. 718.301(4). If the bulk assignee is not able to  
 1322 obtain ~~all of~~ such documents and materials, the bulk assignee  
 1323 must certify in writing to the association the names or  
 1324 descriptions of the documents and materials that were not  
 1325 obtainable by the bulk assignee. Delivery of the certificate  
 1326 relieves the bulk assignee of responsibility for delivering the  
 1327 documents and materials referenced in the certificate as  
 1328 otherwise required under ss. 718.112 and 718.301 and this part.  
 1329 The responsibility of the bulk assignee for the audit required  
 1330 by s. 718.301(4) commences as of the date on which the bulk  
 1331 assignee elected or appointed a majority of the members of the  
 1332 board of administration.

1333 Section 12. Section 718.706, Florida Statutes, is amended  
 1334 to read:

1335 718.706 Specific provisions pertaining to offering of  
 1336 units by a bulk assignee or bulk buyer.—

1337 (1) Before offering more than seven ~~any~~ units in a single  
 1338 condominium for sale or for lease for a term exceeding 5 years,  
 1339 a bulk assignee or a bulk buyer must file the following  
 1340 documents with the division and provide such documents to a  
 1341 prospective purchaser or tenant:

1342 (a) An updated prospectus or offering circular, or a  
 1343 supplement to the prospectus or offering circular, filed by the  
 1344 original developer prepared in accordance with s. 718.504, which



1345 must include the form of contract for sale and for lease in  
 1346 compliance with s. 718.503(2);

1347 (b) An updated Frequently Asked Questions and Answers  
 1348 sheet;

1349 (c) The executed escrow agreement if required under s.  
 1350 718.202; and

1351 (d) The financial information required by s. 718.111(13).  
 1352 However, if a financial information report did ~~does~~ not exist  
 1353 ~~for the fiscal year~~ before the acquisition of title by the bulk  
 1354 assignee or bulk buyer, and if ~~or~~ accounting records that ~~cannot~~  
 1355 ~~be obtained in good faith by the bulk assignee or the bulk buyer~~  
 1356 ~~which would~~ permit preparation of the required financial  
 1357 information report for that period cannot be obtained despite  
 1358 good faith efforts by the bulk assignee or the bulk buyer, the  
 1359 bulk assignee or bulk buyer is excused from the requirement of  
 1360 this paragraph. However, the bulk assignee or bulk buyer must  
 1361 include in the purchase contract the following statement in  
 1362 conspicuous type:

1363  
 1364 ALL OR A PORTION OF THE FINANCIAL INFORMATION REPORT  
 1365 REQUIRED UNDER S. 718.111(13) FOR THE TIME PERIOD  
 1366 BEFORE THE SELLER'S ACQUISITION OF THE UNIT  
 1367 ~~IMMEDIATELY PRECEDING FISCAL YEAR OF THE ASSOCIATION~~  
 1368 IS NOT AVAILABLE OR CANNOT BE OBTAINED DESPITE THE  
 1369 GOOD FAITH EFFORTS OF ~~CREATED BY THE SELLER DUE TO THE~~  
 1370 ~~INSUFFICIENT ACCOUNTING RECORDS OF THE ASSOCIATION.~~

1371  
 1372 (2) Before offering more than seven ~~any~~ units in a single

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1373 condominium for sale or for lease for a term exceeding 5 years,  
 1374 a bulk assignee or a bulk buyer must file with the division and  
 1375 provide to a prospective purchaser or tenant under a lease for a  
 1376 term exceeding 5 years a disclosure statement that includes, but  
 1377 is not limited to:

1378 (a) A description of any ~~rights~~ of the developer rights  
 1379 that developer which have been assigned to the bulk assignee or  
 1380 bulk buyer;

1381 (b) The following statement in conspicuous type:

1382  
 1383 THE SELLER IS NOT OBLIGATED FOR ANY WARRANTIES OF THE  
 1384 DEVELOPER UNDER S. 718.203(1) OR S. 718.618, AS  
 1385 APPLICABLE, EXCEPT FOR DESIGN, CONSTRUCTION,  
 1386 DEVELOPMENT, OR REPAIR WORK PERFORMED BY OR ON BEHALF  
 1387 OF THE SELLER; and

1388  
 1389 (c) If the condominium is a conversion subject to part VI,  
 1390 the following statement in conspicuous type:

1391  
 1392 THE SELLER HAS NO OBLIGATION TO FUND CONVERTER  
 1393 RESERVES OR TO PROVIDE CONVERTER WARRANTIES UNDER S.  
 1394 718.618 ON ANY PORTION OF THE CONDOMINIUM PROPERTY  
 1395 EXCEPT AS ~~MAY BE~~ EXPRESSLY REQUIRED OF THE SELLER IN  
 1396 THE CONTRACT FOR PURCHASE AND SALE EXECUTED BY THE  
 1397 SELLER AND THE PREVIOUS DEVELOPER AND PERTAINING TO  
 1398 ANY DESIGN, CONSTRUCTION, DEVELOPMENT, OR REPAIR WORK  
 1399 PERFORMED BY OR ON BEHALF OF THE SELLER.

1400

1401 (3) A bulk assignee, while ~~it is~~ in control of the board  
 1402 of administration of the association, may not authorize, on  
 1403 behalf of the association:

1404 (a) The waiver of reserves or the reduction of funding of  
 1405 the reserves pursuant to s. 718.112(2)(f)2., unless approved by  
 1406 a majority of the voting interests not controlled by the  
 1407 developer, bulk assignee, and bulk buyer; or

1408 (b) The use of reserve expenditures for other purposes  
 1409 pursuant to s. 718.112(2)(f)3., unless approved by a majority of  
 1410 the voting interests not controlled by the developer, bulk  
 1411 assignee, and bulk buyer.

1412 (4) A bulk assignee or a bulk buyer must comply with ~~all~~  
 1413 ~~the requirements of~~ s. 718.302 regarding any contracts entered  
 1414 into by the association during the period the bulk assignee or  
 1415 bulk buyer maintains control of the board of administration.  
 1416 Unit owners shall be provided ~~afforded~~ all of the rights and ~~the~~  
 1417 protections contained in s. 718.302 regarding agreements entered  
 1418 into by the association which are under the control of ~~before~~  
 1419 ~~unit owners other than~~ the developer, bulk assignee, or bulk  
 1420 buyer ~~elected a majority of the board of administration.~~

1421 (5) Notwithstanding any other provision of this part, a  
 1422 bulk assignee or a bulk buyer is not required to comply with the  
 1423 filing or disclosure requirements of subsections (1) and (2) if  
 1424 all of the units owned by the bulk assignee or bulk buyer are  
 1425 offered and conveyed to a single purchaser in a single  
 1426 transaction. ~~A bulk buyer must comply with the requirements~~  
 1427 ~~contained in the declaration regarding any transfer of a unit,~~  
 1428 ~~including sales, leases, and subleases. A bulk buyer is not~~

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1429 ~~entitled to any exemptions afforded a developer or successor~~  
 1430 ~~developer under this chapter regarding the transfer of a unit,~~  
 1431 ~~including sales, leases, or subleases.~~

1432 Section 13. Section 718.707, Florida Statutes, is amended  
 1433 to read:

1434 718.707 Time limitation for classification as bulk  
 1435 assignee or bulk buyer.—A person acquiring condominium parcels  
 1436 may not be classified as a bulk assignee or bulk buyer unless  
 1437 the condominium parcels were acquired on or after July 1, 2010,  
 1438 but before July 1, 2012. The date of such acquisition shall be  
 1439 determined by the date of recording ~~of~~ a deed or other  
 1440 instrument of conveyance for such parcels in the public records  
 1441 of the county in which the condominium is located, or by the  
 1442 date of issuing ~~issuance of~~ a certificate of title in a  
 1443 foreclosure proceeding with respect to such condominium parcels.

1444 Section 14. Subsections (3), (4), and (10) of section  
 1445 719.108, Florida Statutes, are amended to read:

1446 719.108 Rents and assessments; liability; lien and  
 1447 priority; interest; collection; cooperative ownership.—

1448 (3) Rents and assessments, and installments on them, not  
 1449 paid when due bear interest at the rate provided in the  
 1450 cooperative documents from the date due until paid. This rate  
 1451 may not exceed the rate allowed by law, and, if a rate is not  
 1452 provided in the cooperative documents, ~~interest~~ accrues at 18  
 1453 percent per annum. If the cooperative documents or bylaws so  
 1454 provide, the association may charge an administrative late fee  
 1455 in addition to such interest, ~~in an amount~~ not to exceed the  
 1456 greater of \$25 or 5 percent of each installment of the

1457 assessment for each delinquent installment that the payment is  
 1458 late. Any payment received by an association must be applied  
 1459 first to any interest accrued by the association, then to any  
 1460 administrative late fee, then to any costs and reasonable  
 1461 attorney's fees incurred in collection, and then to the  
 1462 delinquent assessment. The foregoing applies notwithstanding any  
 1463 restrictive endorsement, designation, or instruction placed on  
 1464 or accompanying a payment. A late fee is not subject to chapter  
 1465 687 or s. 719.303 (4) ~~(3)~~.

1466 (4) The association has a lien on each cooperative parcel  
 1467 for any unpaid rents and assessments, plus interest, and any  
 1468 authorized administrative late fees, ~~and any reasonable costs~~  
 1469 ~~for collection services for which the association has contracted~~  
 1470 ~~against the unit owner of the cooperative parcel~~. If authorized  
 1471 by the cooperative documents, the lien also secures reasonable  
 1472 attorney's fees incurred by the association incident to the  
 1473 collection of the rents and assessments or enforcement of such  
 1474 lien. The lien is effective from and after recording a claim of  
 1475 lien in the public records in the county in which the  
 1476 cooperative parcel is located which states the description of  
 1477 the cooperative parcel, the name of the unit owner, the amount  
 1478 due, and the due dates. The lien expires if a claim of lien is  
 1479 not filed within 1 year after the date the assessment was due,  
 1480 and the lien does not continue for longer than 1 year after the  
 1481 claim of lien has been recorded unless, within that time, an  
 1482 action to enforce the lien is commenced. Except as otherwise  
 1483 provided in this chapter, a lien may not be filed by the  
 1484 association against a cooperative parcel until 30 days after the

1485 date on which a notice of intent to file a lien has been  
 1486 delivered to the owner.

1487 (a) The notice must be sent to the unit owner at the  
 1488 address of the unit by first-class United States mail and:

1489 1. If the most recent address of the unit owner on the  
 1490 records of the association is the address of the unit, the  
 1491 notice must be sent by registered or certified mail, return  
 1492 receipt requested, to the unit owner at the address of the unit.

1493 2. If the most recent address of the unit owner on the  
 1494 records of the association is in the United States, but is not  
 1495 the address of the unit, the notice must be sent by registered  
 1496 or certified mail, return receipt requested, to the unit owner  
 1497 at his or her most recent address.

1498 3. If the most recent address of the unit owner on the  
 1499 records of the association is not in the United States, the  
 1500 notice must be sent by first-class United States mail to the  
 1501 unit owner at his or her most recent address.

1502 (b) A notice that is sent pursuant to this subsection is  
 1503 deemed delivered upon mailing.

1504 (10) (a) If the unit is occupied by a tenant and the unit  
 1505 owner is delinquent in paying any monetary obligation due to the  
 1506 association, the association may make a written demand that the  
 1507 tenant pay to the association the subsequent rental payments  
 1508 ~~future monetary obligations related to the cooperative share to~~  
 1509 ~~the association and continue to the tenant must~~ make such  
 1510 payments until all monetary obligations of the unit owner  
 1511 related to the unit have been paid in full to the association  
 1512 ~~payment. The demand is continuing in nature, and upon demand,~~

1513 The tenant must pay the monetary obligations to the association  
 1514 until the association releases the tenant or the tenant  
 1515 discontinues tenancy in the unit.

1516 1. The association must provide the tenant a notice, by  
 1517 hand delivery or United States mail, in substantially the  
 1518 following form:

1519  
 1520 Pursuant to section 719.108(10), Florida  
 1521 Statutes, we demand that you make your rent payments  
 1522 directly to the cooperative association and continue  
 1523 doing so until the association notifies you otherwise.

1524 Payment due the cooperative association may be in  
 1525 the same form as you paid your landlord and must be  
 1526 sent by United States mail or hand delivery to  
 1527 ...(full address)..., payable to ...(name)....

1528 Your obligation to pay your rent to the  
 1529 association begins immediately, unless you have  
 1530 already paid rent to your landlord for the current  
 1531 period before receiving this notice. In that case, you  
 1532 must provide the association written proof of your  
 1533 payment within 14 days after receiving this notice and  
 1534 your obligation to pay rent to the association would  
 1535 then begin with the next rental period.

1536 Pursuant to section 719.108(10), Florida  
 1537 Statutes, your payment of rent to the association  
 1538 gives you complete immunity from any claim for the  
 1539 rent by your landlord.

1540

1541           2. The association must mail written notice to the unit  
1542 owner of the association's demand that the tenant make payments  
1543 to the association.

1544           3. The association shall, upon request, provide the tenant  
1545 with written receipts for payments made.

1546           4. A tenant ~~who acts in good faith in response to a~~  
1547 ~~written demand from an association~~ is immune from any claim by  
1548 ~~from~~ the landlord or unit owner related to the rent timely paid  
1549 to the association after the association has made written  
1550 demand.

1551           (b)-(a) If the tenant paid ~~prepaid~~ rent to the landlord or  
1552 unit owner for a given rental period before receiving the demand  
1553 from the association and provides written evidence to the  
1554 association of having paid ~~paying~~ the rent ~~to the association~~  
1555 within 14 days after receiving the demand, the tenant shall  
1556 begin making rental payments to the association for the  
1557 following rental period and shall continue making ~~receive credit~~  
1558 ~~for the prepaid rent for the applicable period and must make any~~  
1559 ~~subsequent~~ rental payments to the association to be credited  
1560 against the monetary obligations of the unit owner until the  
1561 association releases the tenant or the tenant discontinues  
1562 tenancy in the unit to the association.

1563           (c)-(b) ~~The tenant is not liable for increases in the~~  
1564 ~~amount of the regular monetary obligations due unless the tenant~~  
1565 ~~was notified in writing of the increase at least 10 days before~~  
1566 ~~the date on which the rent is due.~~ The liability of the tenant  
1567 may not exceed the amount due from the tenant to the tenant's  
1568 landlord. The tenant's landlord shall provide the tenant a



1569 credit against rents due to the landlord ~~unit owner~~ in the  
 1570 amount of moneys paid to the association ~~under this section~~.

1571 ~~(d)-(e)~~ The association may issue notice ~~notices~~ under s.  
 1572 83.56 and ~~may~~ sue for eviction under ss. 83.59-83.625 as if the  
 1573 association were a landlord under part II of chapter 83 if the  
 1574 tenant fails to pay a required payment to the association after  
 1575 written demand has been made to the tenant. However, the  
 1576 association is not otherwise considered a landlord under chapter  
 1577 83 and specifically has no obligations ~~duties~~ under s. 83.51.

1578 ~~(e)-(d)~~ The tenant does not, by virtue of payment of  
 1579 monetary obligations to the association, have any of the rights  
 1580 of a unit owner to vote in any election or to examine the books  
 1581 and records of the association.

1582 ~~(f)-(e)~~ A court may supersede the effect of this subsection  
 1583 by appointing a receiver.

1584 Section 15. Subsection (3) of section 719.303, Florida  
 1585 Statutes, is amended, and subsections (4), (5), and (6) are  
 1586 added to that section, to read:

1587 719.303 Obligations of owners.—

1588 (3) ~~If the cooperative documents so provide,~~ The  
 1589 association may levy reasonable fines ~~against a unit owner~~ for  
 1590 failure of the unit owner or the unit's occupant, ~~his or her~~  
 1591 licensee, or invitee ~~or the unit's occupant~~ to comply with any  
 1592 provision of the cooperative documents or reasonable rules of  
 1593 the association. A fine may not ~~No fine shall~~ become a lien  
 1594 against a unit. ~~No fine shall exceed \$100 per violation.~~  
 1595 ~~However,~~ A fine may be levied on the basis of each day of a  
 1596 continuing violation, with a single notice and opportunity for

1597 hearing. However, the fine may not exceed \$100 per violation, or  
 1598 \$1,000 ~~provided that no such fine shall~~ in the aggregate ~~exceed~~  
 1599 ~~\$1,000.~~

1600 (a) An association may suspend, for a reasonable period of  
 1601 time, the right of a unit owner, or a unit owner's tenant,  
 1602 guest, or invitee, to use the common elements, common  
 1603 facilities, or any other association property for failure to  
 1604 comply with any provision of the cooperative documents or  
 1605 reasonable rules of the association.

1606 (b) A ~~No~~ fine or suspension may not be imposed levied  
 1607 except after giving reasonable notice and opportunity for a  
 1608 hearing to the unit owner and, if applicable, the unit's his or  
 1609 her licensee or invitee. The hearing must ~~shall~~ be held before a  
 1610 committee of other unit owners. If the committee does not agree  
 1611 with the fine or suspension, it may ~~shall~~ not be imposed levied.  
 1612 ~~This subsection does not apply to unoccupied units.~~

1613 (4) If a unit owner is more than 90 days delinquent in  
 1614 paying a monetary obligation due to the association, the  
 1615 association may suspend the right of the unit owner or the  
 1616 unit's occupant, licensee, or invitee to use common elements,  
 1617 common facilities, or any other association property until the  
 1618 monetary obligation is paid in full. This subsection does not  
 1619 apply to limited common elements intended to be used only by  
 1620 that unit, common elements needed to access the unit, utility  
 1621 services provided to the unit, parking spaces, or elevators. The  
 1622 notice and hearing requirements under subsection (3) do not  
 1623 apply to suspensions imposed under this subsection.

1624 (5) An association may suspend the voting rights of a unit

1625 or member due to nonpayment of any monetary obligation due to  
 1626 the association which is more than 90 days delinquent. A voting  
 1627 interest or consent right allocated to a unit or member which  
 1628 has been suspended by the association may not be counted towards  
 1629 the total number of voting interests for any purpose, including,  
 1630 but not limited to, the number of voting interests necessary to  
 1631 constitute a quorum, the number of voting interests required to  
 1632 conduct an election, or the number of voting interests required  
 1633 to approve an action under this chapter or pursuant to the  
 1634 cooperative documents, articles of incorporation, or bylaws. The  
 1635 suspension ends upon full payment of all obligations currently  
 1636 due or overdue the association. The notice and hearing  
 1637 requirements under subsection (3) do not apply to a suspension  
 1638 imposed under this subsection.

1639 (6) All suspensions imposed pursuant to subsection (4) or  
 1640 subsection (5) must be approved at a properly noticed board  
 1641 meeting. Upon approval, the association must notify the unit  
 1642 owner and, if applicable, the unit's occupant, licensee, or  
 1643 invitee by mail or hand delivery.

1644 Section 16. Subsection (4) of section 720.301, Florida  
 1645 Statutes, is amended to read:

1646 720.301 Definitions.—As used in this chapter, the term:

1647 (4) "Declaration of covenants," or "declaration," means a  
 1648 recorded written instrument or instruments in the nature of  
 1649 covenants running with the land which subject ~~subjects~~ the land  
 1650 comprising the community to the jurisdiction and control of an  
 1651 association or associations in which the owners of the parcels,  
 1652 or their association representatives, must be members.

1653 Section 17. Paragraph (b) of subsection (2) and paragraph  
 1654 (c) of subsection (5) of section 720.303, Florida Statutes, are  
 1655 amended to read:

1656 720.303 Association powers and duties; meetings of board;  
 1657 official records; budgets; financial reporting; association  
 1658 funds; recalls.—

1659 (2) BOARD MEETINGS.—

1660 (b) Members have the right to attend all meetings of the  
 1661 board ~~and to speak on any matter placed on the agenda by~~  
 1662 ~~petition of the voting interests for at least 3 minutes. The~~  
 1663 right to attend such meetings includes the right to speak at  
 1664 such meetings with reference to all designated items. The  
 1665 association may adopt written reasonable rules expanding the  
 1666 right of members to speak and governing the frequency, duration,  
 1667 and other manner of member statements, which rules must be  
 1668 consistent with this paragraph and may include a sign-up sheet  
 1669 for members wishing to speak. Notwithstanding any other law,  
 1670 meetings between the board or a committee and the association's  
 1671 attorney to discuss proposed or pending litigation or meetings  
 1672 of the board held for the purpose of discussing personnel  
 1673 matters are not required to be open to the members other than  
 1674 directors.

1675 (5) INSPECTION AND COPYING OF RECORDS.—The official  
 1676 records shall be maintained within the state and must be open to  
 1677 inspection and available for photocopying by members or their  
 1678 authorized agents at reasonable times and places within 10  
 1679 business days after receipt of a written request for access.  
 1680 This subsection may be complied with by having a copy of the

1681 official records available for inspection or copying in the  
1682 community. If the association has a photocopy machine available  
1683 where the records are maintained, it must provide parcel owners  
1684 with copies on request during the inspection if the entire  
1685 request is limited to no more than 25 pages.

1686 (c) The association may adopt reasonable written rules  
1687 governing the frequency, time, location, notice, records to be  
1688 inspected, and manner of inspections, but may not require a  
1689 parcel owner to demonstrate any proper purpose for the  
1690 inspection, state any reason for the inspection, or limit a  
1691 parcel owner's right to inspect records to less than one 8-hour  
1692 business day per month. The association may impose fees to cover  
1693 the costs of providing copies of the official records,  
1694 including, without limitation, the costs of copying. The  
1695 association may charge up to 50 cents per page for copies made  
1696 on the association's photocopier. If the association does not  
1697 have a photocopy machine available where the records are kept,  
1698 or if the records requested to be copied exceed 25 pages in  
1699 length, the association may have copies made by an outside  
1700 vendor or association management company personnel and may  
1701 charge the actual cost of copying, including any reasonable  
1702 costs involving personnel fees and charges at an hourly rate for  
1703 vendor or employee time to cover administrative costs to the  
1704 vendor or association. The association shall maintain an  
1705 adequate number of copies of the recorded governing documents,  
1706 to ensure their availability to members and prospective members.  
1707 Notwithstanding this paragraph, the following records are not  
1708 accessible to members or parcel owners:

1709 1. Any record protected by the lawyer-client privilege as  
 1710 described in s. 90.502 and any record protected by the work-  
 1711 product privilege, including, but not limited to, a ~~any~~ record  
 1712 prepared by an association attorney or prepared at the  
 1713 attorney's express direction which reflects a mental impression,  
 1714 conclusion, litigation strategy, or legal theory of the attorney  
 1715 or the association and which was prepared exclusively for civil  
 1716 or criminal litigation or for adversarial administrative  
 1717 proceedings or which was prepared in anticipation of such  
 1718 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~  
 1719 ~~administrative~~ proceedings until the conclusion of the  
 1720 litigation or ~~administrative~~ proceedings.

1721 2. Information obtained by an association in connection  
 1722 with the approval of the lease, sale, or other transfer of a  
 1723 parcel.

1724 3. Personnel records of the association's employees,  
 1725 including, but not limited to, disciplinary, payroll, health,  
 1726 and insurance records. For purposes of this subparagraph, the  
 1727 term "personnel records" does not include written employment  
 1728 agreements with an association employee or budgetary or  
 1729 financial records that indicate the compensation paid to an  
 1730 association employee.

1731 4. Medical records of parcel owners or community  
 1732 residents.

1733 5. Social security numbers, driver's license numbers,  
 1734 credit card numbers, electronic mailing addresses, telephone  
 1735 numbers, facsimile numbers, emergency contact information, any  
 1736 addresses for a parcel owner other than as provided for

1737 association notice requirements, and other personal identifying  
 1738 information of any person, excluding the person's name, parcel  
 1739 designation, mailing address, and property address. However, an  
 1740 owner may consent in writing to the disclosure of protected  
 1741 information described in this subparagraph. The association is  
 1742 not liable for the disclosure of information that is protected  
 1743 under this subparagraph if the information is included in an  
 1744 official record of the association and is voluntarily provided  
 1745 by an owner and not requested by the association.

1746 6. Any electronic security measure that is used by the  
 1747 association to safeguard data, including passwords.

1748 7. The software and operating system used by the  
 1749 association which allows the manipulation of data, even if the  
 1750 owner owns a copy of the same software used by the association.  
 1751 The data is part of the official records of the association.

1752 Section 18. Section 720.305, Florida Statutes, is amended  
 1753 to read:

1754 720.305 Obligations of members; remedies at law or in  
 1755 equity; levy of fines and suspension of use rights.—

1756 (1) Each member and the member's tenants, guests, and  
 1757 invitees, and each association, are governed by, and must comply  
 1758 with, this chapter, the governing documents of the community,  
 1759 and the rules of the association. Actions at law or in equity,  
 1760 or both, to redress alleged failure or refusal to comply with  
 1761 these provisions may be brought by the association or by any  
 1762 member against:

- 1763 (a) The association;
- 1764 (b) A member;

1765 (c) Any director or officer of an association who  
 1766 willfully and knowingly fails to comply with these provisions;  
 1767 and

1768 (d) Any tenants, guests, or invitees occupying a parcel or  
 1769 using the common areas.

1770  
 1771 The prevailing party in any such litigation is entitled to  
 1772 recover reasonable attorney's fees and costs. A member  
 1773 prevailing in an action between the association and the member  
 1774 under this section, in addition to recovering his or her  
 1775 reasonable attorney's fees, may recover additional amounts as  
 1776 determined by the court to be necessary to reimburse the member  
 1777 for his or her share of assessments levied by the association to  
 1778 fund its expenses of the litigation. This relief does not  
 1779 exclude other remedies provided by law. This section does not  
 1780 deprive any person of any other available right or remedy.

1781 (2) The association ~~If a member is delinquent for more~~  
 1782 ~~than 90 days in paying a monetary obligation due the~~  
 1783 ~~association, an association may suspend, until such monetary~~  
 1784 ~~obligation is paid, the rights of a member or a member's~~  
 1785 ~~tenants, guests, or invitees, or both, to use common areas and~~  
 1786 ~~facilities and may levy reasonable fines of up to \$100 per~~  
 1787 ~~violation,~~ against any member or any member's tenant, guest, or  
 1788 invitee for the failure of the owner of the parcel or its  
 1789 occupant, licensee, or invitee to comply with any provision of  
 1790 the declaration, the association bylaws, or reasonable rules of  
 1791 the association. A fine may be levied for each day of a  
 1792 continuing violation, with a single notice and opportunity for



1793 hearing, except that the a fine may not exceed \$1,000 in the  
 1794 aggregate unless otherwise provided in the governing documents.  
 1795 A fine of less than \$1,000 may not become a lien against a  
 1796 parcel. In any action to recover a fine, the prevailing party is  
 1797 entitled to ~~collect its~~ reasonable attorney's fees and costs  
 1798 from the nonprevailing party as determined by the court.

1799 (a) An association may suspend, for a reasonable period of  
 1800 time, the right of a member, or a member's tenant, guest, or  
 1801 invitee, to use common areas and facilities for the failure of  
 1802 the owner of the parcel or its occupant, licensee, or invitee to  
 1803 comply with any provision of the declaration, the association  
 1804 bylaws, or reasonable rules of the association. ~~The provisions~~  
 1805 ~~regarding the suspension of use rights do not apply to the~~  
 1806 ~~portion of common areas that must be used to provide access to~~  
 1807 ~~the parcel or utility services provided to the parcel.~~

1808 (b) ~~(a)~~ A fine or suspension may not be imposed without at  
 1809 least 14 days' notice to the person sought to be fined or  
 1810 suspended and an opportunity for a hearing before a committee of  
 1811 at least three members appointed by the board who are not  
 1812 officers, directors, or employees of the association, or the  
 1813 spouse, parent, child, brother, or sister of an officer,  
 1814 director, or employee. If the committee, by majority vote, does  
 1815 not approve a proposed fine or suspension, it may not be  
 1816 imposed. If the association imposes a fine or suspension, the  
 1817 association must provide written notice of such fine or  
 1818 suspension by mail or hand delivery to the parcel owner and, if  
 1819 applicable, to any tenant, licensee, or invitee of the parcel  
 1820 owner.

1821 (3) If a member is more than 90 days delinquent in paying  
 1822 a monetary obligation due to the association, the association  
 1823 may suspend the rights of the member, or the member's tenant,  
 1824 guest, or invitee, to use common areas and facilities until the  
 1825 monetary obligation is paid in full. This subsection does not  
 1826 apply to that portion of common areas used to provide access or  
 1827 utility services to the parcel.

1828 ~~(b)~~ Suspension does ~~of common area use rights do~~ not  
 1829 impair the right of an owner or tenant of a parcel to have  
 1830 vehicular and pedestrian ingress to and egress from the parcel,  
 1831 including, but not limited to, the right to park. The notice and  
 1832 hearing requirements under subsection (2) do not apply to a  
 1833 suspension imposed under this subsection.

1834 ~~(4)(3)~~ ~~If the governing documents so provide,~~ An  
 1835 association may suspend the voting rights of a parcel or member  
 1836 for the nonpayment of any monetary obligation due to the  
 1837 association that is more than regular annual assessments that  
 1838 are delinquent in excess of 90 days delinquent. A voting  
 1839 interest or consent right allocated to a parcel or member which  
 1840 has been suspended by the association may not be counted towards  
 1841 the total number of voting interests for any purpose, including,  
 1842 but not limited to, the number of voting interests necessary to  
 1843 constitute a quorum, the number of voting interests required to  
 1844 conduct an election, or the number of voting interests required  
 1845 to approve an action under this chapter or pursuant to the  
 1846 governing documents. The notice and hearing requirements under  
 1847 subsection (2) do not apply to a suspension imposed under this  
 1848 subsection. The suspension ends upon full payment of all

1849 obligations currently due or overdue to the association.

1850 (5) All suspensions imposed pursuant to subsection (3) or  
 1851 subsection (4) must be approved at a properly noticed board  
 1852 meeting. Upon approval, the association must notify the parcel  
 1853 owner and, if applicable, the parcel's occupant, licensee, or  
 1854 invitee by mail or hand delivery.

1855 Section 19. Subsection (9) of section 720.306, Florida  
 1856 Statutes, is amended to read:

1857 720.306 Meetings of members; voting and election  
 1858 procedures; amendments.—

1859 (9) (a) ELECTIONS AND BOARD VACANCIES.— Elections of  
 1860 directors must be conducted in accordance with the procedures  
 1861 set forth in the governing documents of the association. All  
 1862 members of the association are eligible to serve on the board of  
 1863 directors, and a member may nominate himself or herself as a  
 1864 candidate for the board at a meeting where the election is to be  
 1865 held or, if the election process allows voting by absentee  
 1866 ballot, in advance of the balloting. Except as otherwise  
 1867 provided in the governing documents, boards of directors must be  
 1868 elected by a plurality of the votes cast by eligible voters.

1869 (b) A person who is delinquent in the payment of any fee,  
 1870 fine, or other monetary obligation to the association for more  
 1871 than 90 days is not eligible for board membership. A person who  
 1872 has been convicted of any felony in this state or in a United  
 1873 States District or Territorial Court, or has been convicted of  
 1874 any offense in another jurisdiction which would be considered a  
 1875 felony if committed in this state, is not eligible for board  
 1876 membership unless such felon's civil rights have been restored

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1877 for at least 5 years as of the date on which such person seeks  
1878 election to the board. The validity of any action by the board  
1879 is not affected if it is later determined that a member of the  
1880 board is ineligible for board membership.

1881 (c) Any election dispute between a member and an  
1882 association must be submitted to mandatory binding arbitration  
1883 with the division. Such proceedings must be conducted in the  
1884 manner provided by s. 718.1255 and the procedural rules adopted  
1885 by the division. Unless otherwise provided in the bylaws, any  
1886 vacancy occurring on the board before the expiration of a term  
1887 may be filled by an affirmative vote of the majority of the  
1888 remaining directors, even if the remaining directors constitute  
1889 less than a quorum, or by the sole remaining director. In the  
1890 alternative, a board may hold an election to fill the vacancy,  
1891 in which case the election procedures must conform to the  
1892 requirements of the governing documents. Unless otherwise  
1893 provided in the bylaws, a board member appointed or elected  
1894 under this section is appointed for the unexpired term of the  
1895 seat being filled. Filling vacancies created by recall is  
1896 governed by s. 720.303(10) and rules adopted by the division.

1897 Section 20. Paragraph (d) is added to subsection (2) of  
1898 section 720.3085, Florida Statutes, and paragraph (a) of  
1899 subsection (1) and subsections (3) and (8) of that section are  
1900 amended, to read:

1901 720.3085 Payment for assessments; lien claims.—

1902 (1) When authorized by the governing documents, the  
1903 association has a lien on each parcel to secure the payment of  
1904 assessments and other amounts provided for by this section.

1905 Except as otherwise set forth in this section, the lien is  
 1906 effective from and shall relate back to the date on which the  
 1907 original declaration of the community was recorded. However, as  
 1908 to first mortgages of record, the lien is effective from and  
 1909 after recording of a claim of lien in the public records of the  
 1910 county in which the parcel is located. This subsection does not  
 1911 bestow upon any lien, mortgage, or certified judgment of record  
 1912 on July 1, 2008, including the lien for unpaid assessments  
 1913 created in this section, a priority that, by law, the lien,  
 1914 mortgage, or judgment did not have before July 1, 2008.

1915 (a) To be valid, a claim of lien must state the  
 1916 description of the parcel, the name of the record owner, the  
 1917 name and address of the association, the assessment amount due,  
 1918 and the due date. The claim of lien secures ~~shall secure~~ all  
 1919 unpaid assessments that are due and that may accrue subsequent  
 1920 to the recording of the claim of lien and before entry of a  
 1921 certificate of title, as well as interest, late charges, and  
 1922 reasonable costs and attorney's fees incurred by the association  
 1923 incident to the collection process. The person making ~~the~~  
 1924 payment is entitled to a satisfaction of the lien upon payment  
 1925 in full.

1926 (2)

1927 (d) An association, or its successor or assignee, that  
 1928 acquires title to a parcel through the foreclosure of its lien  
 1929 for assessments is not liable for any unpaid assessments, late  
 1930 fees, interest, or reasonable attorney's fees and costs that  
 1931 came due before the association's acquisition of title in favor  
 1932 of any other association, as defined in s. 718.103(2) or s.

1933 720.301(9), which holds a superior lien interest on the parcel.

1934 This paragraph is intended to clarify existing law.

1935 (3) Assessments and installments on assessments that are  
 1936 not paid when due bear interest from the due date until paid at  
 1937 the rate provided in the declaration of covenants or the bylaws  
 1938 of the association, which rate may not exceed the rate allowed  
 1939 by law. If no rate is provided in the declaration or bylaws,  
 1940 interest accrues at the rate of 18 percent per year.

1941 (a) If the declaration or bylaws so provide, the  
 1942 association may also charge an administrative late fee ~~in an~~  
 1943 ~~amount~~ not to exceed the greater of \$25 or 5 percent of the  
 1944 amount of each installment that is paid past the due date.

1945 (b) Any payment received by an association and accepted  
 1946 shall be applied first to any interest accrued, then to any  
 1947 administrative late fee, then to any costs and reasonable  
 1948 attorney's fees incurred in collection, and then to the  
 1949 delinquent assessment. This paragraph applies notwithstanding  
 1950 any restrictive endorsement, designation, or instruction placed  
 1951 on or accompanying a payment. A late fee is not subject to the  
 1952 provisions of chapter 687 and is not a fine.

1953 (8) (a) If the parcel is occupied by a tenant and the  
 1954 parcel owner is delinquent in paying any monetary obligation due  
 1955 to the association, the association may demand that the tenant  
 1956 pay to the association the subsequent rental payments and  
 1957 continue to make such payments until all the monetary  
 1958 obligations of the parcel owner related to the parcel have been  
 1959 paid in full to the association and ~~the future monetary~~  
 1960 ~~obligations related to the parcel. The demand is continuing in~~

1961 ~~nature, and upon demand, the tenant must continue to pay the~~  
 1962 ~~monetary obligations until~~ the association releases the tenant  
 1963 or until the tenant discontinues tenancy in the parcel.

1964 1. The association must provide the tenant a notice, by  
 1965 hand delivery or United States mail, in substantially the  
 1966 following form:

1967  
 1968 Pursuant to section 720.3085(8), Florida  
 1969 Statutes, we demand that you make your rent payments  
 1970 directly to the homeowners' association and continue  
 1971 doing so until the association notifies you otherwise.

1972 Payment due the homeowners' association may be in  
 1973 the same form as you paid your landlord and must be  
 1974 sent by United States mail or hand delivery to  
 1975 ...(full address)..., payable to ...(name)....

1976 Your obligation to pay your rent to the  
 1977 association begins immediately, unless you have  
 1978 already paid rent to your landlord for the current  
 1979 period before receiving this notice. In that case, you  
 1980 must provide the association written proof of your  
 1981 payment within 14 days after receiving this notice and  
 1982 your obligation to pay rent to the association would  
 1983 then begin with the next rental period.

1984 Pursuant to section 720.3085(8), Florida  
 1985 Statutes, your payment of rent to the association  
 1986 gives you complete immunity from any claim for the  
 1987 rent by your landlord.

1988

1989            2. A tenant ~~who acts in good faith in response to a~~  
 1990 ~~written demand from an association~~ is immune from any claim by  
 1991 ~~from~~ the parcel owner related to the rent timely paid to the  
 1992 association after the association has made written demand.

1993            (b)-(a) If the tenant paid ~~prepaid~~ rent to the landlord or  
 1994 parcel owner for a given rental period before receiving the  
 1995 demand from the association and provides written evidence to the  
 1996 association of having paid ~~paying~~ the rent ~~to the association~~  
 1997 within 14 days after receiving the demand, the tenant shall  
 1998 begin making rental payments to the association for the  
 1999 following rental period and shall continue making ~~receive credit~~  
 2000 ~~for the prepaid rent for the applicable period and must make any~~  
 2001 ~~subsequent~~ rental payments to the association to be credited  
 2002 against the monetary obligations of the parcel owner until the  
 2003 association releases the tenant or the tenant discontinues  
 2004 tenancy in the unit to the association. The association shall,  
 2005 upon request, provide the tenant with written receipts for  
 2006 payments made. The association shall mail written notice to the  
 2007 parcel owner of the association's demand that the tenant pay  
 2008 monetary obligations to the association.

2009            (c)-(b) The liability of the tenant may not exceed the  
 2010 amount due from the tenant to the tenant's landlord. ~~The tenant~~  
 2011 ~~is not liable for increases in the amount of the monetary~~  
 2012 ~~obligations due unless the tenant was notified in writing of the~~  
 2013 ~~increase at least 10 days before the date on which the rent is~~  
 2014 ~~due.~~ The tenant shall be given a credit against rents due to the  
 2015 landlord ~~parcel owner~~ in the amount of assessments paid to the  
 2016 association.



2017            (d)~~(e)~~ The association may issue notice ~~notices~~ under s.  
 2018 83.56 and ~~may~~ sue for eviction under ss. 83.59-83.625 as if the  
 2019 association were a landlord under part II of chapter 83 if the  
 2020 tenant fails to pay a monetary obligation. However, the  
 2021 association is not otherwise considered a landlord under chapter  
 2022 83 and specifically has no obligations ~~duties~~ under s. 83.51.

2023            (e)~~(d)~~ The tenant does not, by virtue of payment of  
 2024 monetary obligations, have any of the rights of a parcel owner  
 2025 to vote in any election or to examine the books and records of  
 2026 the association.

2027            (f)~~(e)~~ A court may supersede the effect of this subsection  
 2028 by appointing a receiver.

2029            Section 21. Section 720.309, Florida Statutes, is amended  
 2030 to read:

2031            720.309 Agreements entered into by the association.—

2032            (1) Any grant or reservation made by any document, and any  
 2033 contract that has ~~with~~ a term greater than ~~in excess of~~ 10  
 2034 years, that is made by an association before control of the  
 2035 association is turned over to the members other than the  
 2036 developer, and that provides ~~which provide~~ for the operation,  
 2037 maintenance, or management of the association or common areas,  
 2038 must be fair and reasonable.

2039            (2) If the governing documents provide for the cost of  
 2040 communications services as defined in s. 202.11, information  
 2041 services or Internet services obtained pursuant to a bulk  
 2042 contract shall be deemed an operating expense of the  
 2043 association. If the governing documents do not provide for such  
 2044 services, the board may contract for the services, and the cost

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2045 shall be deemed an operating expense of the association but must  
2046 be allocated on a per-parcel basis rather than a percentage  
2047 basis, notwithstanding that the governing documents provide for  
2048 other than an equal sharing of operating expenses. Any contract  
2049 entered into before July 1, 2011, in which the cost of the  
2050 service is not equally divided among all parcel owners may be  
2051 changed by a majority of the voting interests present at a  
2052 regular or special meeting of the association in order to  
2053 allocate the cost equally among all parcels.

2054 (a) Any contract entered into by the board may be canceled  
2055 by a majority of the voting interests present at the next  
2056 regular or special meeting of the association, whichever occurs  
2057 first. Any member may make a motion to cancel such contract, but  
2058 if no motion is made or if such motion fails to obtain the  
2059 required vote, the contract shall be deemed ratified for the  
2060 term expressed therein.

2061 (b) Any contract entered into by the board must provide,  
2062 and shall be deemed to provide if not expressly set forth  
2063 therein, that a hearing-impaired or legally blind parcel owner  
2064 who does not occupy the parcel with a non-hearing-impaired or  
2065 sighted person, or a parcel owner who receives supplemental  
2066 security income under Title XVI of the Social Security Act or  
2067 food assistance as administered by the Department of Children  
2068 and Family Services pursuant to s. 414.31, may discontinue the  
2069 service without incurring disconnect fees, penalties, or  
2070 subsequent service charges, and may not be required to pay any  
2071 operating expenses charge related to such service for those  
2072 parcels. If fewer than all parcel owners share the expenses of

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2073 the communications services, information services, or Internet  
2074 services, the expense must be shared by all participating parcel  
2075 owners. The association may use the provisions of s. 720.3085 to  
2076 enforce payment by the parcel owners receiving such services.

2077 (c) A resident of any parcel, whether a tenant or parcel  
2078 owner, may not be denied access to available franchised,  
2079 licensed, or certificated cable or video service providers if  
2080 the resident pays the provider directly for services. A resident  
2081 or a cable or video service provider may not be required to pay  
2082 anything of value in order to obtain or provide such service  
2083 except for the charges normally paid for like services by  
2084 residents of single-family homes located outside the community  
2085 but within the same franchised, licensed, or certificated area,  
2086 and except for installation charges agreed to between the  
2087 resident and the service provider.

2088 Section 22. This act shall take effect July 1, 2011.