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LEGISLATIVE ACTION

Senate	.	House
Comm: FAV	.	
04/25/2011	.	
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The Committee on Judiciary (Joyner) recommended the following:

Senate Amendment (with title amendment)

Delete everything after the enacting clause
and insert:

Section 1. Section 468.439, Florida Statutes, is created to
read:

468.439 Collection services.—Collection services expenses
that are reasonably related to the collection of a delinquent
account rendered by a community association manager or
management firm on behalf of a community association governed by
chapter 617, 718, 719, 720, 721, or 723 may be secured by the
filing of a claim of lien on behalf of the community association
if the collection services expense is specified by amount in a



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14 written agreement with that community association manager or
15 management firm and payable to the community association manager
16 or management firm as a liquidated sum.

17 Section 2. Subsection (14) of section 633.0215, Florida
18 Statutes, is amended to read:

19 633.0215 Florida Fire Prevention Code.—

20 (14) A condominium, cooperative, or multifamily residential
21 building that is less than four ~~one or two~~ stories in height and
22 has an exterior corridor providing a means of egress is exempt
23 from installing a manual fire alarm system as required in s. 9.6
24 of the most recent edition of the Life Safety Code adopted in
25 the Florida Fire Prevention Code. This is intended to clarify
26 existing law.

27 Section 3. Paragraphs (a) and (c) of subsection (12) of
28 section 718.111, Florida Statutes, are amended to read:

29 718.111 The association.—

30 (12) OFFICIAL RECORDS.—

31 (a) From the inception of the association, the association
32 shall maintain each of the following items, if applicable, which
33 constitute ~~shall constitute~~ the official records of the
34 association:

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

37 2. A photocopy of the recorded declaration of condominium
38 of each condominium operated by the association and ~~of~~ each
39 amendment to each declaration.

40 3. A photocopy of the recorded bylaws of the association
41 and ~~of~~ each amendment to the bylaws.

42 4. A certified copy of the articles of incorporation of the



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43 association, or other documents creating the association, and ~~of~~
44 each amendment thereto.

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

46 6. A book or books that ~~which~~ contain the minutes of all
47 meetings of the association, ~~of~~ the board of administration, and
48 the ~~of~~ unit owners, which minutes must be retained for at least
49 7 years.

50 7. A current roster of all unit owners and their mailing
51 addresses, unit identifications, voting certifications, and, if
52 known, telephone numbers. The association shall also maintain
53 the electronic mailing addresses and facsimile ~~the~~ numbers
54 ~~designated by unit owners for receiving notice sent by~~
55 ~~electronic transmission of these~~ unit owners consenting to
56 receive notice by electronic transmission. The electronic
57 mailing addresses and facsimile ~~telephone~~ numbers may not be
58 accessible to unit owners ~~must be removed from association~~
59 ~~records~~ if consent to receive notice by electronic transmission
60 is not provided in accordance with subparagraph (c)5 ~~revoked~~.
61 However, the association is not liable for an erroneous
62 disclosure of the electronic mail address or facsimile ~~the~~
63 number for receiving electronic transmission of notices.

64 8. All current insurance policies of the association and
65 condominiums operated by the association.

66 9. A current copy of any management agreement, lease, or
67 other contract to which the association is a party or under
68 which the association or the unit owners have an obligation or
69 responsibility.

70 10. Bills of sale or transfer for all property owned by the
71 association.



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72 11. Accounting records for the association and separate
73 accounting records for each condominium that ~~which~~ the
74 association operates. All accounting records must ~~shall~~ be
75 maintained for at least 7 years. Any person who knowingly or
76 intentionally defaces or destroys such ~~accounting~~ records
77 ~~required to be created and maintained by this chapter during the~~
78 ~~period for which such records are required to be maintained,~~ or
79 who knowingly or intentionally fails to create or maintain such
80 records, with the intent of causing harm to the association or
81 one or more of its members, is personally subject to a civil
82 penalty pursuant to s. 718.501(1)(d). The accounting records
83 must include, but are not limited to:

84 a. Accurate, itemized, and detailed records of all receipts
85 and expenditures.

86 b. A current account and a monthly, bimonthly, or quarterly
87 statement of the account for each unit designating the name of
88 the unit owner, the due date and amount of each assessment, the
89 amount paid on ~~upon~~ the account, and the balance due.

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

92 d. All contracts for work to be performed. Bids for work to
93 be performed are also considered official records and must be
94 maintained by the association.

95 12. Ballots, sign-in sheets, voting proxies, and all other
96 papers relating to voting by unit owners, which must be
97 maintained for 1 year from the date of the election, vote, or
98 meeting to which the document relates, notwithstanding paragraph
99 (b).

100 13. All rental records if the association is acting as



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101 agent for the rental of condominium units.

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

104 15. All other records of the association not specifically
105 included in the foregoing which are related to the operation of
106 the association.

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

109 (c) The official records of the association are open to
110 inspection by any association member or the authorized
111 representative of such member at all reasonable times. The right
112 to inspect the records includes the right to make or obtain
113 copies, at the reasonable expense, if any, of the member. The
114 association may adopt reasonable rules regarding the frequency,
115 time, location, notice, and manner of record inspections and
116 copying. The failure of an association to provide the records
117 within 10 working days after receipt of a written request
118 creates a rebuttable presumption that the association willfully
119 failed to comply with this paragraph. A unit owner who is denied
120 access to official records is entitled to the actual damages or
121 minimum damages for the association's willful failure to comply.
122 Minimum damages are ~~shall be~~ \$50 per calendar day for up to 10
123 days, beginning ~~the calculation to begin~~ on the 11th working day
124 after receipt of the written request. The failure to permit
125 inspection ~~of the association records as provided herein~~
126 entitles any person prevailing in an enforcement action to
127 recover reasonable attorney's fees from the person in control of
128 the records who, directly or indirectly, knowingly denied access
129 to the records. Any person who knowingly or intentionally



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130 defaces or destroys accounting records that are required ~~by this~~
131 ~~chapter~~ to be maintained under this chapter during the period
132 for which such records are required to be maintained, or who
133 knowingly or intentionally fails to create or maintain
134 accounting records that are required to be created or
135 maintained, with the intent of causing harm to the association
136 or one or more of its members, is personally subject to a civil
137 penalty pursuant to s. 718.501(1)(d). The association shall
138 maintain an adequate number of copies of the declaration,
139 articles of incorporation, bylaws, and rules, and all amendments
140 to each of the foregoing, as well as the question and answer
141 sheet as described ~~provided for~~ in s. 718.504 and year-end
142 financial information required under ~~in~~ this section, on the
143 condominium property to ensure their availability to unit owners
144 and prospective purchasers, and may charge its actual costs for
145 preparing and furnishing these documents to those requesting the
146 documents. Notwithstanding ~~the provisions of~~ this paragraph, the
147 following records are not accessible to unit owners:

148 1. Any record protected by the lawyer-client privilege as
149 described in s. 90.502; and any record protected by the work-
150 product privilege, including a ~~any~~ record prepared by an
151 association attorney or prepared at the attorney's express
152 direction, ~~+~~ which reflects a mental impression, conclusion,
153 litigation strategy, or legal theory of the attorney or the
154 association, and which was prepared exclusively for civil or
155 criminal litigation or for adversarial administrative
156 proceedings, or which was prepared in anticipation of such
157 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~
158 ~~administrative~~ proceedings until the conclusion of the



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159 litigation or ~~adversarial administrative~~ proceedings.

160 2. Information obtained by an association in connection
161 with the approval of the lease, sale, or other transfer of a
162 unit.

163 3. Personnel records of association or management company
164 employees, including, but not limited to, disciplinary, payroll,
165 health, and insurance records. For purposes of this
166 subparagraph, the term "personnel records" does not include
167 written employment agreements with an association employee or
168 budgetary or financial records that indicate the compensation
169 paid to an association employee.

170 4. Medical records of unit owners.

171 5. Social security numbers, driver's license numbers,
172 credit card numbers, e-mail addresses, telephone numbers,
173 facsimile numbers, emergency contact information, ~~any~~ addresses
174 of a unit owner ~~other than as provided to fulfill the~~
175 ~~association's notice requirements,~~ and other personal
176 identifying information of any person, excluding the person's
177 name, unit designation, mailing address, ~~and~~ property address,
178 and any address, e-mail address, or facsimile number provided to
179 the association to fulfill the association's notice
180 requirements. However, an owner may consent in writing to the
181 disclosure of protected information described in this
182 subparagraph. The association is not liable for the disclosure
183 of information that is protected under this subparagraph if the
184 information is included in an official record of the association
185 and is voluntarily provided by an owner and not requested by the
186 association.

187 6. ~~Any~~ Electronic security measures ~~measure~~ that are ~~is~~



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188 used by the association to safeguard data, including passwords.

189 7. The software and operating system used by the
190 association which allow the ~~allows~~ manipulation of data, even if
191 the owner owns a copy of the same software used by the
192 association. The data is part of the official records of the
193 association.

194 Section 4. Paragraphs (b), (c), and (d) of subsection (2)
195 of section 718.112, Florida Statutes, are amended to read:

196 718.112 Bylaws.—

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

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

201 1. Unless a lower number is provided in the bylaws, the
202 percentage of voting interests required to constitute a quorum
203 at a meeting of the members is ~~shall be~~ a majority of the voting
204 interests. Unless otherwise provided in this chapter or in the
205 declaration, articles of incorporation, or bylaws, and except as
206 provided in subparagraph (d)4. ~~(d)3.~~, decisions shall be made by
207 ~~owners of~~ a majority of the voting interests represented at a
208 meeting at which a quorum is present.

209 2. Except as specifically otherwise provided herein, ~~after~~
210 ~~January 1, 1992,~~ unit owners may not vote by general proxy, but
211 may vote by limited proxies substantially conforming to a
212 limited proxy form adopted by the division. A ~~No~~ voting interest
213 or consent right allocated to a unit owned by the association
214 may not ~~shall~~ be exercised or considered for any purpose,
215 whether for a quorum, an election, or otherwise. Limited proxies
216 and general proxies may be used to establish a quorum. Limited



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217 proxies shall be used for votes taken to waive or reduce
218 reserves in accordance with subparagraph (f)2.; for votes taken
219 to waive the financial reporting requirements of s. 718.111(13);
220 for votes taken to amend the declaration pursuant to s. 718.110;
221 for votes taken to amend the articles of incorporation or bylaws
222 pursuant to this section; and for any other matter for which
223 this chapter requires or permits a vote of the unit owners.

224 Except as provided in paragraph (d), ~~a after January 1, 1992, no~~
225 proxy, limited or general, may not ~~shall~~ be used in the election
226 of board members. General proxies may be used for other matters
227 for which limited proxies are not required, and may ~~also~~ be used
228 in voting for nonsubstantive changes to items for which a
229 limited proxy is required and given. Notwithstanding ~~the~~
230 ~~provisions of~~ this subparagraph, unit owners may vote in person
231 at unit owner meetings. This subparagraph does not ~~Nothing~~
232 ~~contained herein shall~~ limit the use of general proxies or
233 require the use of limited proxies for any agenda item or
234 election at any meeting of a timeshare condominium association.

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

241 4. A member of the board of administration or a committee
242 may submit in writing his or her agreement or disagreement with
243 any action taken at a meeting that the member did not attend.
244 This agreement or disagreement may not be used as a vote for or
245 against the action taken or to create ~~and may not be used for~~



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246 ~~the purposes of creating~~ a quorum.

247 5. ~~If~~ When any of the board or committee members meet by
248 telephone conference, those board or committee members ~~attending~~
249 ~~by telephone conference~~ may be counted toward obtaining a quorum
250 and may vote by telephone. A telephone speaker must be used so
251 that the conversation of those ~~board or committee~~ members
252 ~~attending by telephone~~ may be heard by the board or committee
253 members attending in person as well as by any unit owners
254 present at a meeting.

255 (c) *Board of administration meetings.*—Meetings of the board
256 of administration at which a quorum of the members is present
257 ~~are shall be~~ open to all unit owners. A ~~Any~~ unit owner may tape
258 record or videotape the meetings ~~of the board of administration~~.
259 The right to attend such meetings includes the right to speak at
260 such meetings with reference to all designated agenda items. The
261 division shall adopt reasonable rules governing the tape
262 recording and videotaping of the meeting. The association may
263 adopt written reasonable rules governing the frequency,
264 duration, and manner of unit owner statements.

265 1. Adequate notice of all board meetings, which must ~~notice~~
266 ~~shall~~ specifically identify all ~~incorporate an identification of~~
267 agenda items, must ~~shall~~ be posted conspicuously on the
268 condominium property at least 48 continuous hours before
269 ~~preceding~~ the meeting except in an emergency. If 20 percent of
270 the voting interests petition the board to address an item of
271 business, the board ~~shall~~ at its next regular board meeting or
272 at a special meeting of the board, but not later than 60 days
273 after the receipt of the petition, shall place the item on the
274 agenda. Any item not included on the notice may be taken up on



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275 an emergency basis by at least a majority plus one of the board
276 members ~~of the board~~. Such emergency action must ~~shall~~ be
277 noticed and ratified at the next regular board meeting ~~of the~~
278 ~~board~~. However, written notice of any meeting at which
279 nonemergency special assessments, or at which amendment to rules
280 regarding unit use, will be considered must ~~shall~~ be mailed,
281 delivered, or electronically transmitted to the unit owners and
282 posted conspicuously on the condominium property at least ~~not~~
283 ~~less than~~ 14 days before ~~prior to~~ the meeting. Evidence of
284 compliance with this 14-day notice requirement must ~~shall~~ be
285 made by an affidavit executed by the person providing the notice
286 and filed with ~~among~~ the official records of the association.
287 Upon notice to the unit owners, the board shall, by duly adopted
288 rule, designate a specific location on the condominium ~~property~~
289 or association property where ~~upon which~~ all notices of board
290 meetings are to ~~shall~~ be posted. If there is no condominium
291 property or association property where ~~upon which~~ notices can be
292 posted, notices ~~of board meetings~~ shall be mailed, delivered, or
293 electronically transmitted at least 14 days before the meeting
294 to the owner of each unit. In lieu of or in addition to the
295 physical posting of the notice ~~of any meeting of the board of~~
296 ~~administration~~ on the condominium property, the association may,
297 by reasonable rule, adopt a procedure for conspicuously posting
298 and repeatedly broadcasting the notice and the agenda on a
299 closed-circuit cable television system serving the condominium
300 association. However, if broadcast notice is used in lieu of a
301 notice ~~posted~~ physically posted on ~~the~~ condominium property, the
302 notice and agenda must be broadcast at least four times every
303 broadcast hour of each day that a posted notice is otherwise



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304 required under this section. ~~If~~ ~~When~~ broadcast notice is
305 provided, the notice and agenda must be broadcast in a manner
306 and for a sufficient continuous length of time so as to allow an
307 average reader to observe the notice and read and comprehend the
308 entire content of the notice and the agenda. Notice of any
309 meeting in which regular or special assessments against unit
310 owners are to be considered for any reason must ~~shall~~
311 specifically state that assessments will be considered and
312 provide the nature, estimated cost, and description of the
313 purposes for such assessments.

314 2. Meetings of a committee to take final action on behalf
315 of the board or make recommendations to the board regarding the
316 association budget are subject to ~~the provisions of~~ this
317 paragraph. Meetings of a committee that does not take final
318 action on behalf of the board or make recommendations to the
319 board regarding the association budget are subject to ~~the~~
320 ~~provisions of~~ this section, unless those meetings are exempted
321 from this section by the bylaws of the association.

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

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

329 b. Board meetings held for the purpose of discussing
330 personnel matters.

331 (d) *Unit owner meetings.*—

332 1. An annual meeting of the unit owners shall be held at



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333 the location provided in the association bylaws and, if the
334 bylaws are silent as to the location, the meeting shall be held
335 within 45 miles of the condominium property. However, such
336 distance requirement does not apply to an association governing
337 a timeshare condominium.

338 2. Unless the bylaws provide otherwise, a vacancy on the
339 board caused by the expiration of a director's term shall be
340 filled by electing a new board member, and the election must be
341 by secret ballot. An election is not required ~~However,~~ if the
342 number of vacancies equals or exceeds the number of candidates,
343 ~~an election is not required.~~ For purposes of this paragraph, the
344 term "candidate" means an eligible person who has timely
345 submitted the written notice, as described in sub-subparagraph
346 4.a., of his or her intention to become a candidate. Except in a
347 timeshare condominium, or if the staggered term of a board
348 member does not expire until a later annual meeting, or if all
349 members terms would otherwise expire but there are no
350 candidates, the terms of all board members ~~of the board~~ expire
351 at the annual meeting, and such ~~board~~ members may stand for
352 reelection unless prohibited ~~otherwise permitted~~ by the bylaws.
353 If the bylaws permit staggered terms of no more than 2 years and
354 upon approval of a majority of the total voting interests, the
355 association board members may serve 2-year staggered terms. If
356 the number of board members whose terms expire at the annual
357 meeting equals or have expired exceeds the number of candidates,
358 the candidates become members of the board effective upon the
359 adjournment of the annual meeting. Unless the bylaws provide
360 otherwise, any remaining vacancies shall be filled by the
361 affirmative vote of the majority of the directors making up the



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362 newly constituted board even if the directors constitute less
363 than a quorum or there is only one director eligible members
364 showing interest in or demonstrating an intention to run for the
365 vacant positions, each board member whose term has expired is
366 eligible for reappointment to the board of administration and
367 need not stand for reelection. In a condominium association of
368 more than 10 units or in a condominium association that does not
369 include timeshare units or timeshare interests, coowners of a
370 unit may not serve as members of the board of directors at the
371 same time unless they own more than one unit or unless there are
372 not enough eligible candidates to fill the vacancies on the
373 board at the time of the vacancy. Any unit owner desiring to be
374 a candidate for board membership must comply with sub-
375 subparagraph 4.a. and must be eligible to serve on the board of
376 directors at the time of the deadline for submitting a notice of
377 intent to run, and continuously thereafter, in order to have his
378 or her name listed as a proper candidate on the ballot or to
379 serve on the board ~~3.a.~~ A person who has been suspended or
380 removed by the division under this chapter, or who is delinquent
381 in the payment of any fee, fine, or special or regular
382 assessment as provided in paragraph (n), is not eligible for
383 board membership. A person who has been convicted of any felony
384 in this state or in a United States District or Territorial
385 Court, or who has been convicted of any offense in another
386 jurisdiction which ~~that~~ would be considered a felony if
387 committed in this state, is not eligible for board membership
388 unless such felon's civil rights have been restored for at least
389 5 years as of the date ~~on which~~ such person seeks election to
390 the board. The validity of an action by the board is not



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391 affected if it is later determined that a board member ~~of the~~
392 ~~board~~ is ineligible for board membership due to having been
393 convicted of a felony.

394 ~~3.2.~~ The bylaws must provide the method of calling meetings
395 of unit owners, including annual meetings. Written notice, ~~which~~
396 must include an agenda, must ~~shall~~ be mailed, hand delivered, or
397 electronically transmitted to each unit owner at least 14 days
398 before the annual meeting, and must be posted in a conspicuous
399 place on the condominium property at least 14 continuous days
400 before ~~preceding~~ the annual meeting. Upon notice to the unit
401 owners, the board shall, by duly adopted rule, designate a
402 specific location on the condominium property or association
403 property where ~~upon which~~ all notices of unit owner meetings
404 shall be posted. This requirement does not apply ~~However,~~ if
405 there is no condominium property or association property for
406 posting ~~upon which notices can be posted, this requirement does~~
407 ~~not apply~~. In lieu of, or in addition to, the physical posting
408 of meeting notices, the association may, by reasonable rule,
409 adopt a procedure for conspicuously posting and repeatedly
410 broadcasting the notice and the agenda on a closed-circuit cable
411 television system serving the condominium association. However,
412 if broadcast notice is used ~~in lieu of a notice posted~~
413 ~~physically on the condominium property~~, the notice and agenda
414 must be broadcast at least four times every broadcast hour of
415 each day that a posted notice is otherwise required under this
416 section. If broadcast notice is provided, the notice and agenda
417 must be broadcast in a manner and for a sufficient continuous
418 length of time so as to allow an average reader to observe the
419 notice and read and comprehend the entire content of the notice



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420 and the agenda. Unless a unit owner waives in writing the right
421 to receive notice of the annual meeting, such notice must be
422 hand delivered, mailed, or electronically transmitted to each
423 unit owner. Notice for meetings and notice for all other
424 purposes must be mailed to each unit owner at the address last
425 furnished to the association by the unit owner, or hand
426 delivered to each unit owner. However, if a unit is owned by
427 more than one person, the association must ~~shall~~ provide notice,
428 ~~for meetings and all other purposes,~~ to the ~~that one~~ address
429 that ~~which~~ the developer initially identifies for that purpose
430 and thereafter as one or more of the owners of the unit ~~shall~~
431 advise the association in writing, or if no address is given or
432 the owners of the unit do not agree, to the address provided on
433 the deed of record. An officer of the association, or the
434 manager or other person providing notice of the association
435 meeting, must ~~shall~~ provide an affidavit or United States Postal
436 Service certificate of mailing, to be included in the official
437 records of the association affirming that the notice was mailed
438 or hand delivered, in accordance with this provision.

439 ~~4.3.~~ The members of the board shall be elected by written
440 ballot or voting machine. Proxies may not be used in electing
441 the board in general elections or elections to fill vacancies
442 caused by recall, resignation, or otherwise, unless otherwise
443 provided in this chapter.

444 a. At least 60 days before a scheduled election, the
445 association shall mail, deliver, or electronically transmit,
446 ~~whether~~ by separate association mailing or included in another
447 association mailing, delivery, or transmission, including
448 regularly published newsletters, to each unit owner entitled to



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449 a vote, a first notice of the date of the election. Any unit
450 owner or other eligible person desiring to be a candidate for
451 the board must give written notice of his or her intent to be a
452 candidate to the association at least 40 days before a scheduled
453 election. Together with the written notice and agenda as set
454 forth in subparagraph 3. 2., the association shall mail,
455 deliver, or electronically transmit a second notice of the
456 election to all unit owners entitled to vote, together with a
457 ballot that lists all candidates. Upon request of a candidate,
458 an information sheet, no larger than 8 1/2 inches by 11 inches,
459 which must be furnished by the candidate at least 35 days before
460 the election, must be included with the mailing, delivery, or
461 transmission of the ballot, with the costs of mailing, delivery,
462 or electronic transmission and copying to be borne by the
463 association. The association is not liable for the contents of
464 the information sheets prepared by the candidates. In order to
465 reduce costs, the association may print or duplicate the
466 information sheets on both sides of the paper. The division
467 shall by rule establish voting procedures consistent with this
468 sub-subparagraph, including rules establishing procedures for
469 giving notice by electronic transmission and rules providing for
470 the secrecy of ballots. Elections shall be decided by a
471 plurality of ~~these~~ ballots cast. There is no quorum requirement;
472 however, at least 20 percent of the eligible voters must cast a
473 ballot in order to have a valid election ~~of members of the~~
474 ~~board~~. A unit owner may not permit any other person to vote his
475 or her ballot, and any ballots improperly cast are invalid. A,
476 ~~provided any~~ unit owner who violates this provision may be fined
477 by the association in accordance with s. 718.303. A unit owner



478 who needs assistance in casting the ballot for the reasons
479 stated in s. 101.051 may obtain such assistance. The regular
480 election must occur on the date of the annual meeting. ~~This sub-~~
481 ~~subparagraph does not apply to timeshare condominium~~
482 ~~associations.~~ Notwithstanding this sub-subparagraph, an election
483 is not required unless more candidates file notices of intent to
484 run or are nominated than board vacancies exist.

485 b. Within 90 days after being elected or appointed to the
486 board, each newly elected or appointed director shall certify in
487 writing to the secretary of the association that he or she has
488 read the association's declaration of condominium, articles of
489 incorporation, bylaws, and current written policies; that he or
490 she will work to uphold such documents and policies to the best
491 of his or her ability; and that he or she will faithfully
492 discharge his or her fiduciary responsibility to the
493 association's members. In lieu of this written certification,
494 within 90 days after being elected or appointed to the board,
495 the newly elected or appointed director may submit a certificate
496 of having satisfactorily completed ~~satisfactory completion of~~
497 the educational curriculum administered by a division-approved
498 condominium education provider within 1 year before or 90 days
499 after the date of election or appointment. The written
500 certification or educational certificate is valid and does not
501 have to be resubmitted as long as the director serves on the
502 board without interruption. A director who fails to timely file
503 the written certification or educational certificate is
504 suspended from service on the board until he or she complies
505 with this sub-subparagraph. The board may temporarily fill the
506 vacancy during the period of suspension. The secretary shall



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507 cause the association to retain a director's written
508 certification or educational certificate for inspection by the
509 members for 5 years after a director's election. Failure to have
510 such written certification or educational certificate on file
511 does not affect the validity of any board action.

512 ~~5.4.~~ Any approval by unit owners called for by this chapter
513 or the applicable declaration or bylaws, including, but not
514 limited to, the approval requirement in s. 718.111(8), must
515 ~~shall~~ be made at a duly noticed meeting of unit owners and is
516 subject to all requirements of this chapter or the applicable
517 condominium documents relating to unit owner decisionmaking,
518 except that unit owners may take action by written agreement,
519 without meetings, on matters for which action by written
520 agreement without meetings is expressly allowed by the
521 applicable bylaws or declaration or any law ~~statute~~ that
522 provides for such action.

523 ~~6.5.~~ Unit owners may waive notice of specific meetings if
524 allowed by the applicable bylaws or declaration or any law
525 ~~statute~~. If authorized by the bylaws, notice of meetings of the
526 board of administration, unit owner meetings, except unit owner
527 meetings called to recall board members under paragraph (j), and
528 committee meetings may be given by electronic transmission to
529 unit owners who consent to receive notice by electronic
530 transmission.

531 ~~7.6.~~ Unit owners ~~shall~~ have the right to participate in
532 meetings of unit owners with reference to all designated agenda
533 items. However, the association may adopt reasonable rules
534 governing the frequency, duration, and manner of unit owner
535 participation.



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536 ~~8.7.~~ A ~~Any~~ unit owner may tape record or videotape a
537 meeting of the unit owners subject to reasonable rules adopted
538 by the division.

539 ~~9.8.~~ Unless otherwise provided in the bylaws, any vacancy
540 occurring on the board before the expiration of a term may be
541 filled by the affirmative vote of the majority of the remaining
542 directors, even if the remaining directors constitute less than
543 a quorum, or by the sole remaining director. In the alternative,
544 a board may hold an election to fill the vacancy, in which case
545 the election procedures must conform to ~~the requirements of sub-~~
546 subparagraph 4.a. ~~3.a.~~ unless the association governs 10 units
547 or fewer and has opted out of the statutory election process, in
548 which case the bylaws of the association control. Unless
549 otherwise provided in the bylaws, a board member appointed or
550 elected under this section shall fill the vacancy for the
551 unexpired term of the seat being filled. Filling vacancies
552 created by recall is governed by paragraph (j) and rules adopted
553 by the division.

554 10. This chapter does not limit the use of general or
555 limited proxies, require the use of general or limited proxies,
556 or require the use of a written ballot or voting machine for any
557 agenda item or election at any meeting of a timeshare
558 condominium association.

559
560 Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a.
561 ~~(d)3.a.~~, an association of 10 or fewer units may, by affirmative
562 vote of a majority of the total voting interests, provide for
563 different voting and election procedures in its bylaws, which
564 ~~vote~~ may be by a proxy specifically delineating the different



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565 voting and election procedures. The different voting and
566 election procedures may provide for elections to be conducted by
567 limited or general proxy.

568 Section 5. Subsection (5) of section 718.113, Florida
569 Statutes, is amended to read:

570 718.113 Maintenance; limitation upon improvement; display
571 of flag; hurricane shutters; display of religious decorations.-

572 (5) Each board of administration shall adopt hurricane
573 shutter specifications for each building within each condominium
574 operated by the association which ~~shall~~ include color, style,
575 and other factors deemed relevant by the board. All
576 specifications adopted by the board must ~~shall~~ comply with the
577 applicable building code.

578 (a) The board may, subject to ~~the provisions of s.~~
579 718.3026~~7~~ and the approval of a majority of voting interests of
580 the condominium, install hurricane shutters, impact glass or
581 other code-compliant windows, or hurricane protection that
582 complies with or exceeds the applicable building code. However~~7~~
583 ~~or both, except that~~ a vote of the owners is not required if the
584 maintenance, repair, and replacement of hurricane shutters,
585 impact glass, or other code-compliant windows ~~or other forms of~~
586 ~~hurricane protection~~ are the responsibility of the association
587 pursuant to the declaration of condominium. If ~~However, where~~
588 hurricane protection or laminated glass or window film
589 architecturally designed to function as hurricane protection
590 which complies with or exceeds the current applicable building
591 code has been previously installed, the board may not install
592 hurricane shutters, ~~or other~~ hurricane protection, or impact
593 glass or other code-compliant windows except upon approval by a



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594 majority vote of the voting interests.

595 (b) The association is ~~shall be~~ responsible for the
596 maintenance, repair, and replacement of the hurricane shutters
597 or other hurricane protection authorized by this subsection if
598 such hurricane shutters or other hurricane protection is the
599 responsibility of the association pursuant to the declaration of
600 condominium. If the hurricane shutters or other hurricane
601 protection is ~~authorized by this subsection~~ are the
602 responsibility of the unit owners pursuant to the declaration of
603 condominium, the responsibility for the maintenance, repair, and
604 replacement of such items is ~~shall be~~ the responsibility of the
605 unit owner.

606 (c) The board may operate shutters installed pursuant to
607 this subsection without permission of the unit owners only if
608 ~~where~~ such operation is necessary to preserve and protect the
609 condominium property and association property. The installation,
610 replacement, operation, repair, and maintenance of such shutters
611 in accordance with the procedures set forth in this paragraph
612 are ~~herein shall~~ not be deemed a material alteration to the
613 common elements or association property within the meaning of
614 this section.

615 (d) Notwithstanding any other provision ~~to the contrary~~ in
616 the condominium documents, if approval is required by the
617 documents, a board may ~~shall~~ not refuse to approve the
618 installation or replacement of hurricane shutters by a unit
619 owner conforming to the specifications adopted by the board.

620 Section 6. Section 718.114, Florida Statutes, is amended to
621 read:

622 718.114 Association powers.—An association may ~~has the~~



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623 ~~power to enter into agreements,~~ to acquire leaseholds,
624 memberships, and other possessory or use interests in lands or
625 facilities such as country clubs, golf courses, marinas, and
626 other recreational facilities, ~~. It has this power~~ whether or not
627 the lands or facilities are contiguous to the lands of the
628 condominium, if such lands and facilities ~~they~~ are intended to
629 provide enjoyment, recreation, or other use or benefit to the
630 unit owners. All of these leaseholds, memberships, and other
631 possessory or use interests existing or created at the time of
632 recording the declaration must be stated and fully described in
633 the declaration. Subsequent to the recording of the declaration,
634 agreements acquiring these leaseholds, memberships, or other
635 possessory or use interests which are not entered into within 12
636 months following the recording of the declaration are ~~shall be~~
637 ~~considered~~ a material alteration or substantial addition to the
638 real property that is association property, and the association
639 may not acquire or enter into such agreements ~~acquiring these~~
640 ~~leaseholds, memberships, or other possessory or use interests~~
641 ~~except upon a vote of, or written consent by, a majority of the~~
642 total voting interests or as authorized by the declaration as
643 provided in s. 718.113. The declaration may provide that the
644 rental, membership fees, operations, replacements, and other
645 expenses are common expenses and may impose covenants and
646 restrictions concerning their use and may contain other
647 provisions not inconsistent with this chapter. A condominium
648 association may conduct bingo games as provided in s. 849.0931.

649 Section 7. Subsections (1) and (3), paragraph (b) of
650 subsection (5), and subsection (11) of section 718.116, Florida
651 Statutes, are amended to read:



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652 718.116 Assessments; liability; lien and priority;
653 interest; collection.-

654 (1)~~(a)~~ A unit owner, regardless of how his or her title has
655 been acquired, including by purchase at a foreclosure sale or by
656 deed in lieu of foreclosure, is liable for all assessments which
657 come due while he or she is the unit owner. ~~Additionally,~~ A unit
658 owner is also jointly and severally liable with the previous
659 owner for all unpaid assessments that came due up to the time of
660 transfer of title. This liability is without prejudice to any
661 right the owner may have to recover from the previous owner the
662 amounts paid by the owner.

663 (a)~~(b)~~ The liability of a first mortgagee or its successor
664 or assignees who acquire title to a unit by foreclosure or by
665 deed in lieu of foreclosure for the unpaid assessments that
666 became due before the mortgagee's acquisition of title is
667 limited to the lesser of:

668 1. The unit's unpaid common expenses and regular periodic
669 assessments that ~~which~~ accrued or came due during the 12 months
670 immediately preceding the acquisition of title and for which
671 payment in full has not been received by the association; or

672 2. One percent of the original mortgage debt.
673

674 The provisions of this paragraph apply only if the first
675 mortgagee joined the association as a defendant in the
676 foreclosure action. Joinder of the association is not required
677 if, on the date the complaint is filed, the association was
678 dissolved or did not maintain an office or agent for service of
679 process at a location that ~~which~~ was known to or reasonably
680 discoverable by the mortgagee.



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681 (b) An association, or its successor or assignee, which
682 acquires title to a unit through the foreclosure of its lien for
683 assessments is not liable for any unpaid assessments, late fees,
684 interest, or reasonable attorney's fees and costs that came due
685 before the association's acquisition of title in favor of any
686 other association, as defined in s. 718.103(2) or s. 720.301(9),
687 which holds a superior lien interest on the unit. This paragraph
688 is intended to clarify existing law.

689 (c) The person acquiring title shall pay the amount owed to
690 the association within 30 days after transfer of title. Failure
691 to pay the full amount when due entitles ~~shall entitle~~ the
692 association to record a claim of lien against the parcel and
693 proceed in the same manner as provided in this section for the
694 collection of unpaid assessments.

695 (d) With respect to each timeshare unit, each owner of a
696 timeshare estate ~~therein~~ is jointly and severally liable for the
697 payment of all assessments and other charges levied against or
698 with respect to that unit pursuant to the declaration or bylaws,
699 except to the extent that the declaration or bylaws may
700 otherwise provide ~~to the contrary~~.

701 (e) Notwithstanding ~~the provisions of~~ paragraph (a) ~~(b)~~, a
702 first mortgagee or its successor or assignees who acquire title
703 to a condominium unit as a result of the foreclosure of the
704 mortgage or by deed in lieu of foreclosure of the mortgage are
705 ~~shall be~~ exempt from liability for all unpaid assessments
706 attributable to the parcel or chargeable to the previous owner
707 which came due before ~~prior to~~ acquisition of title if the first
708 mortgage was recorded before ~~prior to~~ April 1, 1992. ~~If,~~
709 However, if the first mortgage was recorded on or after April 1,



710 1992, or if on the date the mortgage was recorded, the
711 declaration included language incorporating by reference future
712 amendments to this chapter, ~~the provisions of~~ paragraph (a) does
713 ~~(b) shall~~ apply.

714 (f) The provisions of this subsection are intended to
715 clarify existing law, and are ~~shall~~ not ~~be~~ available if ~~in any~~
716 ~~case where~~ the unpaid assessments sought to be recovered by the
717 association are secured by a lien recorded before ~~prior to~~ the
718 recording of the mortgage. Notwithstanding ~~the provisions of~~
719 chapter 48, the association is ~~shall be~~ a proper party to
720 intervene in any foreclosure proceeding to seek equitable
721 relief.

722 (g) For purposes of this subsection, the term "successor or
723 assignee" as used with respect to a first mortgagee includes
724 only a subsequent holder of the first mortgage.

725 (3) Assessments and installments on assessments which are
726 not paid when due bear interest at the rate provided in the
727 declaration, from the due date until paid. The ~~This~~ rate may not
728 exceed the rate allowed by law, and, if no rate is provided in
729 the declaration, interest accrues at the rate of 18 percent per
730 year. ~~Also,~~ If provided by the declaration or bylaws, the
731 association may, in addition to such interest, charge an
732 administrative late fee of up to the greater of \$25 or 5 percent
733 of ~~each installment of the assessment for~~ each delinquent
734 installment for which the payment is late. Any payment received
735 by an association must be applied first to any interest accrued
736 by the association, then to any administrative late fee, then to
737 any costs and reasonable attorney's fees incurred in collection,
738 and then to the delinquent assessment. The foregoing applies ~~is~~



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739 ~~applicable~~ notwithstanding any restrictive endorsement,
740 designation, or instruction placed on or accompanying a payment.
741 A late fee is not subject to chapter 687 or s. 718.303(4)
742 ~~718.303(3)~~.

743 (5)

744 (b) To be valid, a claim of lien must state the description
745 of the condominium parcel, the name of the record owner, the
746 name and address of the association, the amount due, and the due
747 dates. It must be executed and acknowledged by an officer or
748 authorized agent of the association. The lien is not effective
749 ~~longer than~~ 1 year after the claim of lien was recorded unless,
750 within that time, an action to enforce the lien is commenced.
751 The 1-year period is automatically extended for any length of
752 time during which the association is prevented from filing a
753 foreclosure action by an automatic stay resulting from a
754 bankruptcy petition filed by the parcel owner or any other
755 person claiming an interest in the parcel. The claim of lien
756 secures all unpaid assessments that are due and that may accrue
757 after the claim of lien is recorded and through the entry of a
758 final judgment, as well as interest and all reasonable costs and
759 attorney's fees incurred by the association incident to the
760 collection process. Upon payment in full, the person making the
761 payment is entitled to a satisfaction of the lien.

762

763 After notice of contest of lien has been recorded, the clerk of
764 the circuit court shall mail a copy of the recorded notice to
765 the association by certified mail, return receipt requested, at
766 the address shown in the claim of lien or most recent amendment
767 to it and shall certify to the service on the face of the



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768 notice. Service is complete upon mailing. After service, the
769 association has 90 days in which to file an action to enforce
770 the lien; and, if the action is not filed within the 90-day
771 period, the lien is void. However, the 90-day period shall be
772 extended for any length of time that the association is
773 prevented from filing its action because of an automatic stay
774 resulting from the filing of a bankruptcy petition by the unit
775 owner or by any other person claiming an interest in the parcel.

776 (11) If the unit is occupied by a tenant and the unit owner
777 is delinquent in paying any monetary obligation due to the
778 association, the association may make a written demand that the
779 tenant pay subsequent rental payments to the association ~~the~~
780 ~~future monetary obligations related to the condominium unit to~~
781 ~~the association,~~ and continue to the tenant must make such
782 payments until all monetary obligations of the unit owner
783 related to the unit have been paid in full to the association
784 ~~payment. The demand is continuing in nature and, upon demand,~~
785 The tenant must pay rent ~~the monetary obligations~~ to the
786 association until the association releases the tenant or the
787 tenant discontinues tenancy in the unit. ~~The association must~~
788 ~~mail written notice to the unit owner of the association's~~
789 ~~demand that the tenant make payments to the association.~~ The
790 association shall, upon request, provide the tenant with written
791 receipts for payments made. A tenant who acts in good faith in
792 response to a written demand from an association is immune from
793 any claim by ~~from~~ the unit owner.

794 (a) The association must provide written notice to the unit
795 owner of the association's demand that the tenant make payments
796 to the association. Such notice must be made by hand delivery or



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797 United States mail and in substantially the following form:

798

799 Pursuant to s. 718.116(11), Florida Statutes, the
800 association hereby demands that you pay your rent
801 directly to the condominium association and continue
802 until the association notifies you otherwise.

803 Payment due the association may be in the same
804 form you paid your landlord and must be sent by U.S.
805 Mail or hand delivered to (...full address...) and
806 payable to (...name...).

807 Your obligation to pay your rent to the
808 association begins immediately, unless you have
809 already paid rent to your landlord for the current
810 period before receiving this notice. In such case, you
811 must provide the association written proof of your
812 payment within 14 days after receiving this notice,
813 and your obligation to pay rent to the association
814 begins with the next rental period.

815 Section 8.116(11), Florida Statutes, also
816 provides that your payment of rent to the association
817 gives you complete immunity from any claim for the
818 rent by your landlord for all amounts timely paid to
819 the association.

820

821 (b)-~~a~~ If the tenant paid ~~prepaid~~ rent to the landlord or
822 unit owner for a given rental period before receiving the demand
823 from the association and provides written evidence to the
824 association of having paid ~~paying~~ the rent to the association
825 within 14 days after receiving the demand, the tenant shall



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826 begin making rental payments for the following rental period and
827 continue making ~~receive credit for the prepaid rent for the~~
828 ~~applicable period and must make any subsequent rental payments~~
829 to the association to be credited against the monetary
830 obligations of the unit owner until ~~to~~ the association releases
831 the tenant or the tenant discontinues tenancy in the unit.

832 ~~(c)(b) The tenant is not liable for increases in the amount~~
833 ~~of the monetary obligations due unless the tenant was notified~~
834 ~~in writing of the increase at least 10 days before the date the~~
835 ~~rent is due.~~ The liability of the tenant may not exceed the
836 amount due from the tenant to the tenant's landlord. The
837 tenant's landlord shall provide the tenant a credit against
838 rents due to the landlord ~~unit owner~~ in the amount of moneys
839 paid to the association ~~under this section.~~

840 ~~(d)(e)~~ The association may issue notices under s. 83.56 and
841 ~~may~~ sue for eviction under ss. 83.59-83.625 as if the
842 association were a landlord under part II of chapter 83 if the
843 tenant fails to pay a required payment to the association.
844 However, the association is not otherwise considered a landlord
845 under chapter 83 and specifically has no obligations ~~duties~~
846 under s. 83.51.

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

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

853 Section 9. Paragraph (c) is added to subsection (2) of
854 section 718.117, Florida Statutes, and subsections (3), (4), and



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855 (11), paragraphs (a) and (d) of subsection (12), subsection
856 (14), paragraph (a) of subsection (17), and subsections (18) and
857 (19) of that section are amended, to read:

858 718.117 Termination of condominium.—

859 (2) TERMINATION BECAUSE OF ECONOMIC WASTE OR
860 IMPOSSIBILITY.—

861 (c) Notwithstanding paragraph (a), a condominium that
862 includes units and timeshare estates where the improvements have
863 been totally destroyed or demolished may be terminated pursuant
864 to a plan of termination proposed by a unit owner upon filing a
865 petition in court seeking equitable relief.

866 1. Within 10 days after filing the petition, and in lieu of
867 the requirements of paragraph (15)(a), the petitioner shall
868 record the proposed plan of termination and mail copies of the
869 plan and the petition to:

870 a. Each member of the board of directors of the association
871 identified in the most recent annual report filed with the
872 department of state and the registered agent of the association
873 if the association has not been dissolved as a matter of law;

874 b. The managing entity as defined in s. 721.05;

875 c. Each unit owner and each timeshare estate owner at the
876 address reflected in the official records of the association, or
877 if the association records cannot be obtained by the petitioner,
878 each unit owner and each timeshare estate owner at the address
879 listed in the office of the tax collector for tax notices; and

880 d. Each holder of a recorded mortgage lien affecting a unit
881 or timeshare estate at the address appearing on the recorded
882 mortgage or any recorded assignment thereof.

883 2. The association as class representative if it has not



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884 been dissolved as a matter of law, the managing entity as
885 defined in s. 721.05, any unit owner, timeshare estate owner, or
886 holder of a recorded mortgage lien affecting a unit or timeshare
887 estate may intervene in the proceedings to contest the proposed
888 plan of termination brought pursuant to this paragraph. The
889 provisions of subsection (9), to the extent inconsistent with
890 this paragraph, and subsection (16) are not applicable to a
891 party contesting a plan of termination under this paragraph. If
892 no party intervenes to contest the proposed plan within 45 days
893 after filing the petition, the petitioner may move the court to
894 enter a final judgment authorizing that the plan of termination
895 be implemented. If a party timely intervenes to contest the
896 proposed plan, the plan may not be implemented until a final
897 judgment has been entered by the court finding that the proposed
898 plan of termination is fair and reasonable and authorizing
899 implementation of the plan.

900 (3) OPTIONAL TERMINATION.—Except as provided in subsection
901 (2) or unless the declaration provides for a lower percentage,
902 the condominium form of ownership ~~of the property~~ may be
903 terminated for all or a portion of the condominium property
904 pursuant to a plan of termination approved by at least 80
905 percent of the total voting interests of the condominium if no
906 ~~not~~ more than 10 percent of the total voting interests of the
907 condominium have rejected the plan of termination by negative
908 vote or by providing written objections ~~thereto~~. This subsection
909 does not apply to condominiums in which 75 percent or more of
910 the units are timeshare units.

911 (4) EXEMPTION.—A plan of termination is not an amendment
912 subject to s. 718.110(4). In a partial termination, a plan of



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913 termination is not an amendment subject to s. 718.110(4) if the
914 ownership share of the common elements of a surviving unit in
915 the condominium remains in the same proportion to the surviving
916 units as it was before the partial termination.

917 (11) PLAN OF TERMINATION; OPTIONAL PROVISIONS; CONDITIONAL
918 TERMINATION.—

919 (a) The plan of termination may provide that each unit
920 owner retains the exclusive right of possession to the portion
921 of the real estate which ~~that~~ formerly constituted the unit if,
922 ~~in which case~~ the plan specifies ~~must specify~~ the conditions of
923 possession. In a partial termination, the plan of termination as
924 specified in subsection (10) must also identify the units that
925 survive the partial termination and provide that such units
926 remain in the condominium form of ownership pursuant to an
927 amendment to the declaration of condominium or an amended and
928 restated declaration. In a partial termination, title to the
929 surviving units and common elements that remain part of the
930 condominium property specified in the plan of termination remain
931 vested in the ownership shown in the public records and do not
932 vest in the termination trustee.

933 (b) In a conditional termination, the plan must specify the
934 conditions for termination. A conditional plan does not vest
935 title in the termination trustee until the plan and a
936 certificate executed by the association with the formalities of
937 a deed, confirming that the conditions in the conditional plan
938 have been satisfied or waived by the requisite percentage of the
939 voting interests, have been recorded. In a partial termination,
940 the plan does not vest title to the surviving units or common
941 elements that remain part of the condominium property in the



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942 termination trustee.

943 (12) ALLOCATION OF PROCEEDS OF SALE OF CONDOMINIUM
944 PROPERTY.—

945 (a) Unless the declaration expressly provides for the
946 allocation of the proceeds of sale of condominium property, the
947 plan of termination must first apportion the proceeds between
948 the aggregate value of all units and the value of the common
949 elements, based on their respective fair market values
950 immediately before the termination, as determined by one or more
951 independent appraisers selected by the association or
952 termination trustee. In a partial termination, the aggregate
953 values of the units and common elements that are being
954 terminated must be separately determined, and the plan of
955 termination must specify the allocation of the proceeds of sale
956 for the units and common elements.

957 (d) Liens that encumber a unit shall be transferred to the
958 proceeds of sale of the condominium property and the proceeds of
959 sale or other distribution of association property, common
960 surplus, or other association assets attributable to such unit
961 in their same priority. In a partial termination, liens that
962 encumber a unit being terminated must be transferred to the
963 proceeds of sale of that portion of the condominium property
964 being terminated which are attributable to such unit. The
965 proceeds of any sale of condominium property pursuant to a plan
966 of termination may not be deemed to be common surplus or
967 association property.

968 (14) TITLE VESTED IN TERMINATION TRUSTEE.—If termination is
969 pursuant to a plan of termination under subsection (2) or
970 subsection (3), ~~the unit owners' rights and title to as tenants~~



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971 ~~in common in undivided interests in~~ the condominium property
972 being terminated vests vest in the termination trustee when the
973 plan is recorded or at a later date specified in the plan. The
974 unit owners thereafter become the beneficiaries of the proceeds
975 realized from the plan of termination as set forth in the plan.
976 The termination trustee may deal with the condominium property
977 being terminated or any interest therein if the plan confers on
978 the trustee the authority to protect, conserve, manage, sell, or
979 dispose of the condominium property. The trustee, on behalf of
980 the unit owners, may contract for the sale of real property
981 being terminated, but the contract is not binding on the unit
982 owners until the plan is approved pursuant to subsection (2) or
983 subsection (3).

984 (17) DISTRIBUTION.—

985 (a) Following termination of the condominium, the
986 condominium property, association property, common surplus, and
987 other assets of the association shall be held by the termination
988 trustee pursuant to the plan of termination, as trustee for unit
989 owners and holders of liens on the units, in their order of
990 priority unless otherwise set forth in the plan of termination.

991 (18) ASSOCIATION STATUS.—The termination of a condominium
992 does not change the corporate status of the association that
993 operated the condominium property. The association continues to
994 exist to conclude its affairs, prosecute and defend actions by
995 or against it, collect and discharge obligations, dispose of and
996 convey its property, and collect and divide its assets, but not
997 to act except as necessary to conclude its affairs. In a partial
998 termination, the association may continue as the condominium
999 association for the property that remains subject to the



1000 declaration of condominium.

1001 (19) CREATION OF ANOTHER CONDOMINIUM.—The termination or
1002 partial termination of a condominium does not bar the filing of
1003 a new declaration of condominium ~~or an amended and restated~~
1004 ~~declaration of condominium~~ by the termination trustee, or the
1005 trustee's successor in interest, for the terminated property or
1006 affecting any portion thereof of the same property. The partial
1007 termination of a condominium may provide for the simultaneous
1008 filing of an amendment to the declaration of condominium or an
1009 amended and restated declaration of condominium by the
1010 condominium association for any portion of the property not
1011 terminated from the condominium form of ownership.

1012 Section 10. Subsections (3), (4), and (5) of section
1013 718.303, Florida Statutes, are amended, and subsection (6) is
1014 added to that section, to read:

1015 718.303 Obligations of owners and occupants; remedies.—

1016 (3) ~~If a unit owner is delinquent for more than 90 days in~~
1017 ~~paying a monetary obligation due to the association, the~~
1018 ~~association may suspend the right of a unit owner or a unit's~~
1019 ~~occupant, licensee, or invitee to use common elements, common~~
1020 ~~facilities, or any other association property until the monetary~~
1021 ~~obligation is paid. This subsection does not apply to limited~~
1022 ~~common elements intended to be used only by that unit, common~~
1023 ~~elements that must be used to access the unit, utility services~~
1024 ~~provided to the unit, parking spaces, or elevators. The~~
1025 association may ~~also~~ levy reasonable fines for the failure of
1026 the owner of the unit, or its occupant, licensee, or invitee, to
1027 comply with any provision of the declaration, the association
1028 bylaws, or reasonable rules of the association. A fine may ~~does~~



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1029 not become a lien against a unit. ~~A fine may not exceed \$100 per~~
1030 ~~violation. However,~~ A fine may be levied on the basis of each
1031 day of a continuing violation, with a single notice and
1032 opportunity for hearing. However, the fine may not exceed \$100
1033 per violation, or \$1,000 in the aggregate ~~exceed \$1,000.~~

1034 (a) An association may suspend, for a reasonable period of
1035 time, the right of a unit owner, or a unit owner's tenant,
1036 guest, or invitee, to use the common elements, common
1037 facilities, or any other association property for failure to
1038 comply with any provision of the declaration, the association
1039 bylaws, or reasonable rules of the association.

1040 (b) A fine or suspension may not be imposed ~~levied and a~~
1041 ~~suspension may not be imposed~~ unless the association first
1042 provides at least 14 days' written notice and an opportunity for
1043 a hearing to the unit owner and, if applicable, its occupant,
1044 licensee, or invitee. The hearing must be held before a
1045 committee of other unit owners who are neither board members nor
1046 persons residing in a board member's household. If the committee
1047 does not agree ~~with the fine or suspension,~~ the fine or
1048 suspension may not be ~~levied or~~ imposed.

1049 (4) If a unit owner is more than 90 days delinquent in
1050 paying a monetary obligation due to the association, the
1051 association may suspend the right of the unit owner or the
1052 unit's occupant, licensee, or invitee to use common elements,
1053 common facilities, or any other association property until the
1054 monetary obligation is paid in full. This subsection does not
1055 apply to limited common elements intended to be used only by
1056 that unit, common elements needed to access the unit, utility
1057 services provided to the unit, parking spaces, or elevators. The



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1058 notice and hearing requirements under subsection (3) do not
1059 apply to suspensions imposed under this subsection.

1060 ~~(4) The notice and hearing requirements of subsection (3)~~
1061 ~~do not apply to the imposition of suspensions or fines against a~~
1062 ~~unit owner or a unit's occupant, licensee, or invitee because of~~
1063 ~~failing to pay any amounts due the association. If such a fine~~
1064 ~~or suspension is imposed, the association must levy the fine or~~
1065 ~~impose a reasonable suspension at a properly noticed board~~
1066 ~~meeting, and after the imposition of such fine or suspension,~~
1067 ~~the association must notify the unit owner and, if applicable,~~
1068 ~~the unit's occupant, licensee, or invitee by mail or hand~~
1069 ~~delivery.~~

1070 (5) An association may ~~also~~ suspend the voting rights of a
1071 unit or member due to nonpayment of any monetary obligation due
1072 to the association which is more than 90 days delinquent. A
1073 voting interest or consent right allocated to a unit or member
1074 which has been suspended by the association may not be counted
1075 towards the total number of voting interests for any purpose,
1076 including, but not limited to, the number of voting interests
1077 necessary to constitute a quorum, conduct an election, or
1078 approve an action under this chapter or pursuant to the
1079 declaration, articles of incorporation, or bylaws. The
1080 suspension ends upon full payment of all obligations currently
1081 due or overdue the association. The notice and hearing
1082 requirements under subsection (3) do not apply to a suspension
1083 imposed under this subsection.

1084 (6) All suspensions imposed pursuant to subsection (4) or
1085 subsection (5) must be approved at a properly noticed board
1086 meeting. Upon approval, the association must notify the unit



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1087 owner and, if applicable, the unit's occupant, licensee, or
1088 invitee by mail or hand delivery.

1089 Section 11. Section 718.703, Florida Statutes, is amended
1090 to read:

1091 718.703 Definitions.—As used in this part, the term:

1092 (1) "Bulk assignee" means a person who is not a bulk buyer
1093 and who:

1094 (a) Acquires more than seven condominium parcels in a
1095 single condominium as set forth in s. 718.707; and

1096 (b) Receives an assignment of any of the developer rights,
1097 other than or in addition to those rights described in
1098 subsection (2), ~~some or all of the rights of the developer~~ as
1099 set forth in the declaration of condominium or this chapter: by

1100 1. By a written instrument recorded as part of or as an
1101 exhibit to the deed; ~~or as~~

1102 2. By a separate instrument recorded in the public records
1103 of the county in which the condominium is located; or

1104 3. Pursuant to a final judgment or certificate of title
1105 issued in favor of a purchaser at a foreclosure sale.

1106
1107 A mortgagee or its assignee may not be deemed a bulk assignee or
1108 a developer by reason of the acquisition of condominium units
1109 and receipt of an assignment of some or all of a developer
1110 rights unless the mortgagee or its assignee exercises any of the
1111 developer rights other than those described in subsection (2).

1112 (2) "Bulk buyer" means a person who acquires more than
1113 seven condominium parcels in a single condominium as set forth
1114 in s. 718.707, but who does not receive an assignment of any
1115 developer rights, or receives only some or all of the following



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1116 rights: other than

1117 (a) The right to conduct sales, leasing, and marketing
1118 activities within the condominium;

1119 (b) The right to be exempt from the payment of working
1120 capital contributions to the condominium association arising out
1121 of, or in connection with, the bulk buyer's acquisition of the a
1122 bulk number of units; and

1123 (c) The right to be exempt from any rights of first refusal
1124 which may be held by the condominium association and would
1125 otherwise be applicable to subsequent transfers of title from
1126 the bulk buyer to a third party purchaser concerning one or more
1127 units.

1128 Section 12. Section 718.704, Florida Statutes, is amended
1129 to read:

1130 718.704 Assignment and assumption of developer rights by
1131 bulk assignee; bulk buyer.—

1132 (1) A bulk assignee is deemed to have assumed ~~assumes~~ and
1133 is liable for all duties and responsibilities of the developer
1134 under the declaration and this chapter upon its acquisition of
1135 title to units and continuously thereafter, except that it is
1136 not liable for:

1137 (a) Warranties of the developer under s. 718.203(1) or s.
1138 718.618, except as expressly provided by the bulk assignee in a
1139 prospectus or offering circular, or the contract for purchase
1140 and sale executed with a purchaser, or for design, construction,
1141 development, or repair work performed by or on behalf of the
1142 such bulk assignee.

1143 (b) The obligation to:

1144 1. Fund converter reserves under s. 718.618 for a unit that



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1145 was not acquired by the bulk assignee; or
1146 2. Provide implied ~~converter~~ warranties on any portion of
1147 the condominium property except as expressly provided by the
1148 bulk assignee in a prospectus or offering circular, or the
1149 contract for purchase and sale executed with a purchaser, or for
1150 ~~and pertaining to any~~ design, construction, development, or
1151 repair work performed by or on behalf of the bulk assignee.†
1152 (c) The requirement to provide the association with a
1153 cumulative audit of the association's finances from the date of
1154 formation of the condominium association as required by s.
1155 718.301(4)(c). However, the bulk assignee must provide an audit
1156 for the period during which the bulk assignee elects or appoints
1157 a majority of the members of the board of administration.†
1158 (d) Any liability arising out of or in connection with
1159 actions taken by the board of administration or the developer-
1160 appointed directors before the bulk assignee elects or appoints
1161 a majority of the members of the board of administration.†~~and~~
1162 (e) Any liability for or arising out of the developer's
1163 failure to fund previous assessments or to resolve budgetary
1164 deficits in relation to a developer's right to guarantee
1165 assessments, except as otherwise provided in subsection (2).
1166
1167 The bulk assignee is ~~also~~ responsible only for delivering
1168 documents and materials in accordance with s. 718.705(3). A bulk
1169 assignee may expressly assume some or all of the developer
1170 obligations ~~of the developer~~ described in paragraphs (a)-(e).
1171 (2) A bulk assignee assigned the developer right ~~receiving~~
1172 ~~the assignment of the rights of the developer~~ to guarantee the
1173 level of assessments and fund budgetary deficits pursuant to s.



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1174 718.116 assumes and is liable for all obligations of the
1175 developer with respect to such guarantee upon its acquisition of
1176 title to the units and continuously thereafter, including any
1177 applicable funding of reserves to the extent required by law,
1178 for as long as the guarantee remains in effect. A bulk assignee
1179 not receiving such assignment, or a bulk buyer, does not assume
1180 and is not liable for the obligations of the developer with
1181 respect to such guarantee, but is responsible for payment of
1182 assessments due on or after acquisition of the units in the same
1183 manner as all other owners of condominium parcels or as
1184 otherwise provided in s. 718.116.

1185 (3) A bulk buyer is liable for the duties and
1186 responsibilities of a ~~the~~ developer under the declaration and
1187 this chapter only to the extent that such ~~provided in this part,~~
1188 ~~together with any other~~ duties or responsibilities are ~~of the~~
1189 ~~developer~~ expressly assumed in writing by the bulk buyer.

1190 (4) An acquirer of condominium parcels is not a bulk
1191 assignee or a bulk buyer if the transfer to such acquirer was
1192 made:

1193 (a) Before the effective date of this part;

1194 (b) With the intent to hinder, delay, or defraud any
1195 purchaser, unit owner, or the association; ~~7~~ ~~or if the acquirer~~
1196 ~~is~~

1197 (c) By a person who would be considered an insider under s.
1198 726.102(7).

1199 (5) An assignment of developer rights to a bulk assignee
1200 may be made by a ~~the~~ developer, a previous bulk assignee, a
1201 mortgagee or assignee who has acquired title to the units and
1202 received an assignment of rights, or a court acting on behalf of



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1203 the developer or the previous bulk assignee if such developer
1204 rights are held by the predecessor in title to the bulk
1205 assignee. At any particular time, there may not be ~~no~~ more than
1206 one bulk assignee within a condominium; however, ~~but~~ there may
1207 be more than one bulk buyer. If more than one acquirer of
1208 condominium parcels in the same condominium receives an
1209 assignment of developer rights in addition to those rights
1210 described in s. 718.703(2) ~~from the same person~~, the bulk
1211 assignee is the acquirer whose instrument of assignment is
1212 recorded first in the public records of the county in which the
1213 condominium is located, and any subsequent purported bulk
1214 assignee may still qualify as a bulk buyer.

1215 Section 13. Subsections (1) and (3) of section 718.705,
1216 Florida Statutes, are amended to read:

1217 718.705 Board of administration; transfer of control.—

1218 (1) If at the time the bulk assignee acquires title to the
1219 units and receives an assignment of developer rights, the
1220 developer has not relinquished control of the board of
1221 administration, for purposes of determining the timing for
1222 transfer of control of the board of administration of the
1223 association ~~to unit owners other than the developer under s.~~
1224 ~~718.301(1) (a) and (b), if a bulk assignee is entitled to elect a~~
1225 ~~majority of the members of the board~~, a condominium parcel
1226 acquired by the bulk assignee is not deemed to be conveyed to a
1227 purchaser, or owned by an owner other than the developer, until
1228 the condominium parcel is conveyed to an owner who is not a bulk
1229 assignee.

1230 (3) If a bulk assignee relinquishes control of the board of
1231 administration as set forth in s. 718.301, the bulk assignee



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1232 must deliver all of those items required by s. 718.301(4).
1233 However, the bulk assignee is not required to deliver items and
1234 documents not in the possession of the bulk assignee if some
1235 items were or should have been in existence before the bulk
1236 assignee's acquisition of the units during the period during
1237 which the bulk assignee was entitled to elect at least a
1238 majority of the members of the board of administration. In
1239 conjunction with the acquisition of units ~~condominium parcels~~, a
1240 bulk assignee shall undertake a good faith effort to obtain the
1241 documents and materials that must be provided to the association
1242 pursuant to s. 718.301(4). If the bulk assignee is not able to
1243 obtain ~~all of~~ such documents and materials, the bulk assignee
1244 must certify in writing to the association the names or
1245 descriptions of the documents and materials that were not
1246 obtainable by the bulk assignee. Delivery of the certificate
1247 relieves the bulk assignee of responsibility for delivering the
1248 documents and materials referenced in the certificate as
1249 otherwise required under ss. 718.112 and 718.301 and this part.
1250 The responsibility of the bulk assignee for the audit required
1251 by s. 718.301(4) commences as of the date on which the bulk
1252 assignee elected or appointed a majority of the members of the
1253 board of administration.

1254 Section 14. Section 718.706, Florida Statutes, is amended
1255 to read:

1256 718.706 Specific provisions pertaining to offering of units
1257 by a bulk assignee or bulk buyer.—

1258 (1) Before offering more than seven ~~any~~ units in a single
1259 condominium for sale or for lease for a term exceeding 5 years,
1260 a bulk assignee or a bulk buyer must file the following



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1261 documents with the division and provide such documents to a
1262 prospective purchaser or tenant:

1263 (a) An updated prospectus or offering circular, or a
1264 supplement to the prospectus or offering circular, filed by the
1265 original developer prepared in accordance with s. 718.504, which
1266 must include the form of contract for sale and for lease in
1267 compliance with s. 718.503(2);

1268 (b) An updated Frequently Asked Questions and Answers
1269 sheet;

1270 (c) The executed escrow agreement if required under s.
1271 718.202; and

1272 (d) The financial information required by s. 718.111(13).
1273 However, if a financial information report did ~~does~~ not exist
1274 ~~for the fiscal year before the~~ acquisition of title by the bulk
1275 assignee or bulk buyer, and if ~~or~~ accounting records that ~~cannot~~
1276 ~~be obtained in good faith by the bulk assignee or the bulk buyer~~
1277 ~~which would~~ permit preparation of the required financial
1278 information report for that period cannot be obtained despite
1279 good faith efforts by the bulk assignee or the bulk buyer, the
1280 bulk assignee or bulk buyer is excused from the requirement of
1281 this paragraph. However, the bulk assignee or bulk buyer must
1282 include in the purchase contract the following statement in
1283 conspicuous type:

1284

1285 ALL OR A PORTION OF THE FINANCIAL INFORMATION REPORT
1286 REQUIRED UNDER S. 718.111(13) FOR THE TIME PERIOD
1287 BEFORE THE SELLER'S ACQUISITION OF THE UNIT
1288 ~~IMMEDIATELY PRECEDING FISCAL YEAR OF THE ASSOCIATION~~
1289 IS NOT AVAILABLE OR CANNOT BE OBTAINED DESPITE THE



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1290 GOOD FAITH EFFORTS OF ~~CREATED BY THE SELLER DUE TO THE~~
1291 ~~INSUFFICIENT ACCOUNTING RECORDS OF THE ASSOCIATION.~~

1292
1293 (2) Before offering more than seven ~~any~~ units in a single
1294 condominium for sale or for lease for a term exceeding 5 years,
1295 a bulk assignee or a bulk buyer must file with the division and
1296 provide to a prospective purchaser or tenant under a lease for a
1297 term exceeding 5 years a disclosure statement that includes, but
1298 is not limited to:

1299 (a) A description of any ~~rights~~ of the developer rights
1300 that developer which have been assigned to the bulk assignee or
1301 bulk buyer;

1302 (b) The following statement in conspicuous type:

1303
1304 THE SELLER IS NOT OBLIGATED FOR ANY WARRANTIES OF THE
1305 DEVELOPER UNDER S. 718.203(1) OR S. 718.618, AS
1306 APPLICABLE, EXCEPT FOR DESIGN, CONSTRUCTION,
1307 DEVELOPMENT, OR REPAIR WORK PERFORMED BY OR ON BEHALF
1308 OF THE SELLER; and

1309
1310 (c) If the condominium is a conversion subject to part VI,
1311 the following statement in conspicuous type:

1312
1313 THE SELLER HAS NO OBLIGATION TO FUND CONVERTER
1314 RESERVES OR TO PROVIDE CONVERTER WARRANTIES UNDER S.
1315 718.618 ON ANY PORTION OF THE CONDOMINIUM PROPERTY
1316 EXCEPT AS ~~MAY BE~~ EXPRESSLY REQUIRED OF THE SELLER IN
1317 THE CONTRACT FOR PURCHASE AND SALE EXECUTED BY THE
1318 SELLER AND THE PREVIOUS DEVELOPER AND PERTAINING TO



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1319 ANY DESIGN, CONSTRUCTION, DEVELOPMENT, OR REPAIR WORK
1320 PERFORMED BY OR ON BEHALF OF THE SELLER.

1321
1322 (3) A bulk assignee, while ~~it is~~ in control of the board of
1323 administration of the association, may not authorize, on behalf
1324 of the association:

1325 (a) The waiver of reserves or the reduction of funding of
1326 the reserves pursuant to s. 718.112(2)(f)2., unless approved by
1327 a majority of the voting interests not controlled by the
1328 developer, bulk assignee, and bulk buyer; or

1329 (b) The use of reserve expenditures for other purposes
1330 pursuant to s. 718.112(2)(f)3., unless approved by a majority of
1331 the voting interests not controlled by the developer, bulk
1332 assignee, and bulk buyer.

1333 (4) A bulk assignee or a bulk buyer must comply with ~~all~~
1334 ~~the requirements of~~ s. 718.302 regarding any contracts entered
1335 into by the association during the period the bulk assignee or
1336 bulk buyer maintains control of the board of administration.
1337 Unit owners shall be provided ~~afforded~~ all of the rights and ~~the~~
1338 protections contained in s. 718.302 regarding agreements entered
1339 into by the association which are under the control of ~~before~~
1340 ~~unit owners other than~~ the developer, bulk assignee, or bulk
1341 buyer ~~elected a majority of the board of administration.~~

1342 (5) Notwithstanding any other provision of this part, a
1343 bulk assignee or a bulk buyer is not required to comply with the
1344 filing or disclosure requirements of subsections (1) and (2) if
1345 all of the units owned by the bulk assignee or bulk buyer are
1346 offered and conveyed to a single purchaser in a single
1347 transaction. ~~A bulk buyer must comply with the requirements~~



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1348 ~~contained in the declaration regarding any transfer of a unit,~~
1349 ~~including sales, leases, and subleases. A bulk buyer is not~~
1350 ~~entitled to any exemptions afforded a developer or successor~~
1351 ~~developer under this chapter regarding the transfer of a unit,~~
1352 ~~including sales, leases, or subleases.~~

1353 Section 15. Section 718.707, Florida Statutes, is amended
1354 to read:

1355 718.707 Time limitation for classification as bulk assignee
1356 or bulk buyer.—A person acquiring condominium parcels may not be
1357 classified as a bulk assignee or bulk buyer unless the
1358 condominium parcels were acquired on or after July 1, 2010, but
1359 before July 1, 2012. The date of such acquisition shall be
1360 determined by the date of recording ~~of~~ a deed or other
1361 instrument of conveyance for such parcels in the public records
1362 of the county in which the condominium is located, or by the
1363 date of issuing ~~issuance of~~ a certificate of title in a
1364 foreclosure proceeding with respect to such condominium parcels.

1365 Section 16. Subsections (4) and (10) of section 719.108,
1366 Florida Statutes, are amended to read:

1367 719.108 Rents and assessments; liability; lien and
1368 priority; interest; collection; cooperative ownership.—

1369 (4) The association has a lien on each cooperative parcel
1370 for any unpaid rents and assessments, plus interest, ~~any~~
1371 ~~authorized administrative late fees, and any reasonable costs~~
1372 ~~for collection services for which the association has contracted~~
1373 against the unit owner of the cooperative parcel. If authorized
1374 by the cooperative documents, the lien also secures reasonable
1375 attorney's fees incurred by the association incident to the
1376 collection of the rents and assessments or enforcement of such



1377 lien. The lien is effective from and after recording a claim of
1378 lien in the public records in the county in which the
1379 cooperative parcel is located which states the description of
1380 the cooperative parcel, the name of the unit owner, the amount
1381 due, and the due dates. The lien expires if a claim of lien is
1382 not filed within 1 year after the date the assessment was due,
1383 and the lien does not continue for longer than 1 year after the
1384 claim of lien has been recorded unless, within that time, an
1385 action to enforce the lien is commenced. Except as otherwise
1386 provided in this chapter, a lien may not be filed by the
1387 association against a cooperative parcel until 30 days after the
1388 date on which a notice of intent to file a lien has been
1389 delivered to the owner.

1390 (a) The notice must be sent to the unit owner at the
1391 address of the unit by first-class United States mail and:

1392 1. If the most recent address of the unit owner on the
1393 records of the association is the address of the unit, the
1394 notice must be sent by registered or certified mail, return
1395 receipt requested, to the unit owner at the address of the unit.

1396 2. If the most recent address of the unit owner on the
1397 records of the association is in the United States, but is not
1398 the address of the unit, the notice must be sent by registered
1399 or certified mail, return receipt requested, to the unit owner
1400 at his or her most recent address.

1401 3. If the most recent address of the unit owner on the
1402 records of the association is not in the United States, the
1403 notice must be sent by first-class United States mail to the
1404 unit owner at his or her most recent address.

1405 (b) A notice that is sent pursuant to this subsection is



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1406 deemed delivered upon mailing.

1407 (10) If the unit is occupied by a tenant and the unit owner
1408 is delinquent in paying any monetary obligation due to the
1409 association, the association may make a written demand that the
1410 tenant pay rent to the association ~~the future monetary~~
1411 ~~obligations related to the cooperative share to the association~~
1412 and continue to the tenant must make such payments until all
1413 monetary obligations of the unit owner related to the unit have
1414 been paid in full to the association ~~payment. The demand is~~
1415 ~~continuing in nature, and upon demand,~~ The tenant must pay the
1416 rent ~~the monetary obligations~~ to the association until the
1417 association releases the tenant or the tenant discontinues
1418 tenancy in the unit. The association must mail written notice to
1419 the unit owner of the association's demand that the tenant make
1420 payments to the association. The association shall, upon
1421 request, provide the tenant with written receipts for payments
1422 made. A tenant who acts in good faith in response to a written
1423 demand from an association is immune from any claim by ~~from~~ the
1424 unit owner.

1425 (a) If the tenant paid ~~prepaid~~ rent to the unit owner for a
1426 given rental period before receiving the demand from the
1427 association and provides written evidence of prepaying ~~paying~~
1428 the rent to the association within 14 days after receiving the
1429 demand, the tenant shall receive credit for the prepaid rent for
1430 the applicable period but ~~and~~ must make any subsequent rental
1431 payments to the association to be credited against the monetary
1432 obligations of the unit owner ~~to the association.~~

1433 (b) The tenant is not liable for increases in the amount of
1434 the regular monetary obligations due unless the tenant was



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1435 notified in writing of the increase at least 10 days before the
1436 date on which the rent is due. The liability of the tenant may
1437 not exceed the amount due from the tenant to the tenant's
1438 landlord. The tenant's landlord shall provide the tenant a
1439 credit against rents due to the unit owner in the amount of
1440 moneys paid to the association ~~under this section.~~

1441 (c) The association may issue notices under s. 83.56 and
1442 may sue for eviction under ss. 83.59-83.625 as if the
1443 association were a landlord under part II of chapter 83 if the
1444 tenant fails to pay a required payment. However, the association
1445 is not otherwise considered a landlord under chapter 83 and
1446 specifically has no obligations ~~duties~~ under s. 83.51.

1447 (d) The tenant does not, by virtue of payment of monetary
1448 obligations, have any of the rights of a unit owner to vote in
1449 any election or to examine the books and records of the
1450 association.

1451 (e) A court may supersede the effect of this subsection by
1452 appointing a receiver.

1453 Section 17. Subsection (3) of section 719.303, Florida
1454 Statutes, is amended, and subsections (4), (5), and (6) are
1455 added to that section, to read:

1456 719.303 Obligations of owners.—

1457 (3) ~~If the cooperative documents so provide,~~ The
1458 association may levy reasonable fines ~~against a unit owner~~ for
1459 failure of the unit owner or the unit's occupant, ~~his or her~~
1460 licensee, or invitee ~~or the unit's occupant~~ to comply with any
1461 provision of the cooperative documents or reasonable rules of
1462 the association. A fine may not ~~No fine shall~~ become a lien
1463 against a unit. ~~No fine shall exceed \$100 per violation.~~



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1464 ~~However,~~ A fine may be levied on the basis of each day of a
1465 continuing violation, with a single notice and opportunity for
1466 hearing. However, the fine may not exceed \$100 per violation, or
1467 \$1,000 provided that no such fine shall in the aggregate exceed
1468 \$1,000.

1469 (a) An association may suspend, for a reasonable period of
1470 time, the right of a unit owner, or a unit owner's tenant,
1471 guest, or invitee, to use the common elements, common
1472 facilities, or any other association property for failure to
1473 comply with any provision of the cooperative documents or
1474 reasonable rules of the association.

1475 (b) A ~~No~~ fine or suspension may not be imposed levied
1476 except after giving reasonable notice and opportunity for a
1477 hearing to the unit owner and, if applicable, the unit's ~~his or~~
1478 ~~her~~ licensee or invitee. The hearing must ~~shall~~ be held before a
1479 committee of other unit owners. If the committee does not agree
1480 with the fine or suspension, it may ~~shall~~ not be imposed levied.
1481 ~~This subsection does not apply to unoccupied units.~~

1482 (4) If a unit owner is more than 90 days delinquent in
1483 paying a monetary obligation due to the association, the
1484 association may suspend the right of the unit owner or the
1485 unit's occupant, licensee, or invitee to use common elements,
1486 common facilities, or any other association property until the
1487 monetary obligation is paid in full. This subsection does not
1488 apply to limited common elements intended to be used only by
1489 that unit, common elements needed to access the unit, utility
1490 services provided to the unit, parking spaces, or elevators. The
1491 notice and hearing requirements under subsection (3) do not
1492 apply to suspensions imposed under this subsection.



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1493 (5) An association may suspend the voting rights of a unit
1494 or member due to nonpayment of any monetary obligation due to
1495 the association which is more than 90 days delinquent. A voting
1496 interest or consent right allocated to a unit or member which
1497 has been suspended by the association may not be counted towards
1498 the total number of voting interests for any purpose, including,
1499 but not limited to, the number of voting interests necessary to
1500 constitute a quorum, conduct an election, or approve an action
1501 under this chapter or pursuant to the declaration, articles of
1502 incorporation, or bylaws. The suspension ends upon full payment
1503 of all obligations currently due or overdue the association. The
1504 notice and hearing requirements under subsection (3) do not
1505 apply to a suspension imposed under this subsection.

1506 (6) All suspensions imposed pursuant to subsection (4) or
1507 subsection (5) must be approved at a properly noticed board
1508 meeting. Upon approval, the association must notify the unit
1509 owner and, if applicable, the unit's occupant, licensee, or
1510 invitee by mail or hand delivery.

1511 Section 18. Subsection (4) of section 720.301, Florida
1512 Statutes, is amended to read:

1513 720.301 Definitions.—As used in this chapter, the term:

1514 (4) "Declaration of covenants," or "declaration," means a
1515 recorded written instrument or instruments in the nature of
1516 covenants running with the land which subject ~~subjects~~ the land
1517 comprising the community to the jurisdiction and control of an
1518 association or associations in which the owners of the parcels,
1519 or their association representatives, must be members.

1520 Section 19. Paragraph (c) of subsection (5) of section
1521 720.303, Florida Statutes, is amended to read:



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1522 720.303 Association powers and duties; meetings of board;
1523 official records; budgets; financial reporting; association
1524 funds; recalls.—

1525 (5) INSPECTION AND COPYING OF RECORDS.—The official records
1526 shall be maintained within the state and must be open to
1527 inspection and available for photocopying by members or their
1528 authorized agents at reasonable times and places within 10
1529 business days after receipt of a written request for access.
1530 This subsection may be complied with by having a copy of the
1531 official records available for inspection or copying in the
1532 community. If the association has a photocopy machine available
1533 where the records are maintained, it must provide parcel owners
1534 with copies on request during the inspection if the entire
1535 request is limited to no more than 25 pages.

1536 (c) The association may adopt reasonable written rules
1537 governing the frequency, time, location, notice, records to be
1538 inspected, and manner of inspections, but may not require a
1539 parcel owner to demonstrate any proper purpose for the
1540 inspection, state any reason for the inspection, or limit a
1541 parcel owner's right to inspect records to less than one 8-hour
1542 business day per month. The association may impose fees to cover
1543 the costs of providing copies of the official records,
1544 including, without limitation, the costs of copying. The
1545 association may charge up to 50 cents per page for copies made
1546 on the association's photocopier. If the association does not
1547 have a photocopy machine available where the records are kept,
1548 or if the records requested to be copied exceed 25 pages in
1549 length, the association may have copies made by an outside
1550 vendor or association management company personnel and may



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1551 charge the actual cost of copying, including any reasonable
1552 costs involving personnel fees and charges at an hourly rate for
1553 vendor or employee time to cover administrative costs to the
1554 vendor or association. The association shall maintain an
1555 adequate number of copies of the recorded governing documents,
1556 to ensure their availability to members and prospective members.
1557 Notwithstanding this paragraph, the following records are not
1558 accessible to members or parcel owners:

1559 1. Any record protected by the lawyer-client privilege as
1560 described in s. 90.502 and any record protected by the work-
1561 product privilege, including, but not limited to, a any record
1562 prepared by an association attorney or prepared at the
1563 attorney's express direction which reflects a mental impression,
1564 conclusion, litigation strategy, or legal theory of the attorney
1565 or the association and which was prepared exclusively for civil
1566 or criminal litigation or for adversarial administrative
1567 proceedings or which was prepared in anticipation of such
1568 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~
1569 ~~administrative~~ proceedings until the conclusion of the
1570 litigation or ~~administrative~~ proceedings.

1571 2. Information obtained by an association in connection
1572 with the approval of the lease, sale, or other transfer of a
1573 parcel.

1574 3. Personnel records of the association's employees,
1575 including, but not limited to, disciplinary, payroll, health,
1576 and insurance records. For purposes of this paragraph, the term
1577 "personnel records" does not include written employment
1578 agreements with an association employee or budgetary or
1579 financial records that indicate the compensation paid to an



1580 association employee.

1581 4. Medical records of parcel owners or community residents.

1582 5. Social security numbers, driver's license numbers,
1583 credit card numbers, electronic mailing addresses, telephone
1584 numbers, facsimile numbers, emergency contact information, any
1585 addresses for a parcel owner other than as provided for
1586 association notice requirements, and other personal identifying
1587 information of any person, excluding the person's name, parcel
1588 designation, mailing address, and property address. However, an
1589 owner may consent in writing to the disclosure of protected
1590 information described in this subparagraph. The association is
1591 not liable for the disclosure of information that is protected
1592 under this subparagraph if the information is included in an
1593 official record of the association and is voluntarily provided
1594 by an owner and not requested by the association.

1595 6. Any electronic security measure that is used by the
1596 association to safeguard data, including passwords.

1597 7. The software and operating system used by the
1598 association which allows the manipulation of data, even if the
1599 owner owns a copy of the same software used by the association.
1600 The data is part of the official records of the association.

1601 Section 20. Subsection (2) of section 720.305, Florida
1602 Statutes, is amended, present subsection (3) of that section is
1603 amended and renumbered as subsection (4), and a new subsection
1604 (3) and subsection (5) are added to that section, to read:

1605 720.305 Obligations of members; remedies at law or in
1606 equity; levy of fines and suspension of use rights.—

1607 (2) The association ~~If a member is delinquent for more than~~
1608 ~~90 days in paying a monetary obligation due the association, an~~



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1609 ~~association may suspend, until such monetary obligation is paid,~~
1610 ~~the rights of a member or a member's tenants, guests, or~~
1611 ~~invitees, or both, to use common areas and facilities and may~~
1612 levy reasonable fines of up to \$100 per violation, against any
1613 member or any member's tenant, guest, or invitee for the failure
1614 of the owner of the parcel, or its occupant, licensee, or
1615 invitee, to comply with any provision of the declaration, the
1616 association bylaws, or reasonable rules of the association. A
1617 fine may be levied for each day of a continuing violation, with
1618 a single notice and opportunity for hearing, except that the a
1619 fine may not exceed \$1,000 in the aggregate unless otherwise
1620 provided in the governing documents. A fine of less than \$1,000
1621 may not become a lien against a parcel. In any action to recover
1622 a fine, the prevailing party is entitled to ~~collect its~~
1623 reasonable attorney's fees and costs from the nonprevailing
1624 party as determined by the court.

1625 (a) An association may suspend, for a reasonable period of
1626 time, the right of a member, or a member's tenant, guest, or
1627 invitee, to use common areas and facilities for the failure of
1628 the owner of the parcel, or its occupant, licensee, or invitee,
1629 to comply with any provision of the declaration, the association
1630 bylaws, or reasonable rules of the association. ~~The provisions~~
1631 ~~regarding the suspension of use rights do not apply to the~~
1632 ~~portion of common areas that must be used to provide access to~~
1633 ~~the parcel or utility services provided to the parcel.~~

1634 (b) ~~(a)~~ A fine or suspension may not be imposed without at
1635 least 14 days' notice to the person sought to be fined or
1636 suspended and an opportunity for a hearing before a committee of
1637 at least three members appointed by the board who are not



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1638 officers, directors, or employees of the association, or the
1639 spouse, parent, child, brother, or sister of an officer,
1640 director, or employee. If the committee, by majority vote, does
1641 not approve a proposed fine or suspension, it may not be
1642 imposed. If the association imposes a fine or suspension, the
1643 association must provide written notice of such fine or
1644 suspension by mail or hand delivery to the parcel owner and, if
1645 applicable, to any tenant, licensee, or invitee of the parcel
1646 owner.

1647 (3) If a member is more than 90 days delinquent in paying a
1648 monetary obligation due to the association, the association may
1649 suspend the right of the member, or the member's tenant, guest,
1650 or invitee, to use common areas and facilities until the
1651 monetary obligation is paid in full. The subsection does not
1652 apply to that portion of common areas used to provide access to
1653 the parcel or to utility services provided to the parcel.

1654 ~~(b) Suspension does of common-area-use rights do~~ not impair
1655 the right of an owner or tenant of a parcel to have vehicular
1656 and pedestrian ingress to and egress from the parcel, including,
1657 but not limited to, the right to park. The notice and hearing
1658 requirements under subsection (2) do not apply to a suspension
1659 imposed under this subsection.

1660 ~~(4)(3) If the governing documents so provide,~~ An
1661 association may suspend the voting rights of a parcel or member
1662 for the nonpayment of any monetary obligation that is more than
1663 ~~regular annual assessments that are delinquent in excess of 90~~
1664 days delinquent. A voting interest or consent right allocated to
1665 a parcel or member which has been suspended by the association
1666 may not be counted towards the total number of voting interests



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1667 for any purpose, including, but not limited to, the number of
1668 voting interests necessary to constitute a quorum, conduct an
1669 election, or approve an action under this chapter or pursuant to
1670 the governing documents. The suspension ends upon full payment
1671 of all obligations currently due or overdue to the association.
1672 The notice and hearing requirements under subsection (2) do not
1673 apply to a suspension imposed under this subsection.

1674 (5) All suspensions imposed pursuant to subsection (3) or
1675 subsection (4) must be approved at a properly noticed board
1676 meeting. Upon approval, the association must notify the parcel
1677 owner and, if applicable, the parcel's occupant, licensee, or
1678 invitee by mail or hand delivery.

1679 Section 21. Subsection (9) of section 720.306, Florida
1680 Statutes, is amended to read:

1681 720.306 Meetings of members; voting and election
1682 procedures; amendments.—

1683 (9) ELECTIONS AND BOARD VACANCIES.—Elections of directors
1684 must be conducted in accordance with the procedures set forth in
1685 the governing documents of the association.

1686 (a) All members of the association are eligible to serve on
1687 the board of directors, and a member may nominate himself or
1688 herself as a candidate for the board at a meeting where the
1689 election is to be held or, if the election process allows voting
1690 by absentee ballot, in advance of the balloting. However:

1691 1. A person who is delinquent in the payment of any fee,
1692 fine, or other monetary obligation to the association for more
1693 than 90 days is not eligible for board membership.

1694 2. A person who has been convicted of any felony in this
1695 state or in a United States District or Territorial Court, or



1696 has been convicted of any offense in another jurisdiction which
1697 would be considered a felony if committed in this state, is not
1698 eligible for board membership unless such felon's civil rights
1699 have been restored for at least 5 years as of the date on which
1700 such person seeks election to the board. The validity of any
1701 action by the board is not affected if it is later determined
1702 that a member of the board is ineligible for board membership
1703 due to having been convicted of a felony.

1704 (b) Except as otherwise provided in the governing
1705 documents, boards of directors must be elected by a plurality of
1706 the votes cast by eligible voters.

1707 (c) Any election dispute between a member and an
1708 association must be submitted to mandatory binding arbitration
1709 with the division. Such proceedings must be conducted in the
1710 manner provided by s. 718.1255 and the procedural rules adopted
1711 by the division.

1712 (d) Unless otherwise provided in the bylaws, any vacancy
1713 occurring on the board before the expiration of a term may be
1714 filled by an affirmative vote of the majority of the remaining
1715 directors, even if the remaining directors constitute less than
1716 a quorum, or by the sole remaining director. In the alternative,
1717 a board may hold an election to fill the vacancy, in which case
1718 the election procedures must conform to the requirements of the
1719 governing documents.

1720 (e) Unless otherwise provided in the bylaws, a board member
1721 appointed or elected under this section is appointed for the
1722 unexpired term of the seat being filled.

1723 (f) Filling vacancies created by recall is governed by s.
1724 720.303(10) and rules adopted by the division.



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1725 Section 22. Subsections (2) and (8) of section 720.3085,
1726 Florida Statutes, are amended to read:

1727 720.3085 Payment for assessments; lien claims.—

1728 (2)~~(a)~~ A parcel owner, regardless of how his or her title
1729 to property has been acquired, including by purchase at a
1730 foreclosure sale or by deed in lieu of foreclosure, is liable
1731 for all assessments that come due while he or she is the parcel
1732 owner. The parcel owner's liability for assessments may not be
1733 avoided by waiver or suspension of the use or enjoyment of any
1734 common area or by abandonment of the parcel upon which the
1735 assessments are made.

1736 (a)~~(b)~~ A parcel owner is jointly and severally liable with
1737 the previous parcel owner for all unpaid assessments that came
1738 due up to the time of transfer of title. This liability is
1739 without prejudice to any right the present parcel owner may have
1740 to recover any amounts paid by the present owner from the
1741 previous owner.

1742 (b)~~(c)~~ Notwithstanding any other provision of anything to
1743 ~~the contrary contained in~~ this section, the liability of a first
1744 mortgagee, or its successor or assignee as a subsequent holder
1745 of the first mortgage who acquires title to a parcel by
1746 foreclosure or by deed in lieu of foreclosure for the unpaid
1747 assessments that became due before the mortgagee's acquisition
1748 of title is limited to,~~shall be~~ the lesser of:

1749 1. The parcel's unpaid common expenses and regular periodic
1750 or special assessments that accrued or came due during the 12
1751 months immediately preceding the acquisition of title and for
1752 which payment in full has not been received by the association;
1753 or



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1754 2. One percent of the original mortgage debt.
1755

1756 The limitations on first mortgagee liability provided by this
1757 paragraph apply only if the first mortgagee filed suit against
1758 the parcel owner and initially joined the association as a
1759 defendant in the mortgagee foreclosure action. Joinder of the
1760 association is not required if, on the date the complaint is
1761 filed, the association was dissolved or did not maintain an
1762 office or agent for service of process at a location that was
1763 known to or reasonably discoverable by the mortgagee.

1764 (c) An association, or its successor or assignee, which
1765 acquires title to a parcel through the foreclosure of its lien
1766 for assessments is not liable for any unpaid assessments, late
1767 fees, interest, or reasonable attorney's fees and costs that
1768 came due before the association's acquisition of title in favor
1769 of any other association, as defined in s. 718.103(2) or s.
1770 720.301(9), which hold a superior lien interest on the parcel.
1771 This paragraph is intended to clarify existing law.

1772 (8) If the parcel is occupied by a tenant and the parcel
1773 owner is delinquent in paying any monetary obligation due to the
1774 association, the association may demand that the tenant pay rent
1775 to the association and continue to make such payments until all
1776 the monetary obligations of the parcel owner related to the
1777 parcel have been paid in full and ~~the future monetary~~
1778 ~~obligations related to the parcel. The demand is continuing in~~
1779 ~~nature, and upon demand, the tenant must continue to pay the~~
1780 ~~monetary obligations until~~ the association releases the tenant
1781 or until the tenant discontinues tenancy in the parcel. A tenant
1782 who acts in good faith in response to a written demand from an



1783 association is immune from any claim by ~~from~~ the parcel owner.

1784 (a) If the tenant paid ~~prepaid~~ rent to the parcel owner for
1785 a given rental period before receiving the demand from the
1786 association and provides written evidence of prepaying ~~paying~~
1787 the rent to the association within 14 days after receiving the
1788 demand, the tenant shall receive credit for the prepaid rent for
1789 the applicable period but ~~and~~ must make any subsequent rental
1790 payments to the association to be credited against the monetary
1791 obligations of the parcel owner to the association. The
1792 association shall, upon request, provide the tenant with written
1793 receipts for payments made. The association shall mail written
1794 notice to the parcel owner of the association's demand that the
1795 tenant pay monetary obligations to the association.

1796 (b) The tenant is not liable for increases in the amount of
1797 the monetary obligations due unless the tenant was notified in
1798 writing of the increase at least 10 days before the date on
1799 which the rent is due. The liability of the tenant may not
1800 exceed the amount due from the tenant to the tenant's landlord.
1801 The tenant shall be given a credit against rents due to the
1802 parcel owner in the amount of assessments paid to the
1803 association.

1804 (c) The association may issue notices under s. 83.56 and
1805 may sue for eviction under ss. 83.59-83.625 as if the
1806 association were a landlord under part II of chapter 83 if the
1807 tenant fails to pay a monetary obligation. However, the
1808 association is not otherwise considered a landlord under chapter
1809 83 and specifically has no obligations ~~duties~~ under s. 83.51.

1810 (d) The tenant does not, by virtue of payment of monetary
1811 obligations, have any of the rights of a parcel owner to vote in



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1812 any election or to examine the books and records of the
1813 association.

1814 (e) A court may supersede the effect of this subsection by
1815 appointing a receiver.

1816 Section 23. Section 720.309, Florida Statutes, is amended
1817 to read:

1818 720.309 Agreements entered into by the association.—

1819 (1) Any grant or reservation made by any document, and any
1820 contract that has with a term greater than in excess of 10
1821 years, that is made by an association before control of the
1822 association is turned over to the members other than the
1823 developer, and that provides which provide for the operation,
1824 maintenance, or management of the association or common areas,
1825 must be fair and reasonable.

1826 (2) If the governing documents provide for the cost of
1827 communication services as defined in s. 202.11, information
1828 services or Internet services obtained pursuant to a bulk
1829 contract shall be deemed an operating expense of the
1830 association. If the governing documents do not provide for such
1831 services, the board may contract for the services, and the cost
1832 shall be deemed an operating expense of the association but must
1833 be allocated on a per-parcel basis rather than a percentage
1834 basis, notwithstanding that the governing documents provide for
1835 other than an equal sharing of operating expenses. Any contract
1836 entered into before July 1, 2011, in which the cost of the
1837 service is not equally divided among all parcel owners may be
1838 changed by a majority of the voting interests present at a
1839 regular or special meeting of the association in order to
1840 allocate the cost equally among all parcels.



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1841 (a) Any contract entered into may be canceled by a majority
1842 of the voting interests present at the next regular or special
1843 meeting of the association, whichever occurs first. Any member
1844 may make a motion to cancel such contract, but if no motion is
1845 made or if such motion fails to obtain the required vote, the
1846 contract shall be deemed ratified for the term expressed
1847 therein.

1848 (b) Any contract entered into must provide, and shall be
1849 deemed to provide if not expressly set forth therein, that a
1850 hearing-impaired or legally blind parcel owner who does not
1851 occupy the parcel along with a nonhearing-impaired or sighted
1852 person, or a parcel owner who receives supplemental security
1853 income under Title XVI of the Social Security Act or food stamps
1854 as administered by the Department of Children and Family
1855 Services pursuant to s. 414.31, may discontinue the service
1856 without incurring disconnect fees, penalties, or subsequent
1857 service charges, and may not be required to pay any operating
1858 expenses charge related to such service for those parcels. If
1859 fewer than all parcel owners share the expenses of the
1860 communication services, information services, or Internet
1861 services, the expense must be shared by all participating parcel
1862 owners. The association may use the provisions of s. 720.3085 to
1863 enforce payment by the parcel owners receiving such services.

1864 (c) A resident of any parcel, whether a tenant or parcel
1865 owner, may not be denied access to available franchised,
1866 licensed, or certificated cable or video service providers if
1867 the resident pays the provider directly for services. A resident
1868 or a cable or video service provider may not be required to pay
1869 anything of value in order to obtain or provide such service



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1870 except for the charges normally paid for like services by
1871 residents of single-family homes located outside the community
1872 but within the same franchised, licensed, or certificated area,
1873 and except for installation charges agreed to between the
1874 resident and the service provider.

1875 Section 24. This act shall take effect July 1, 2011.

1876

1877 ===== T I T L E A M E N D M E N T =====

1878 And the title is amended as follows:

1879 Delete everything before the enacting clause
1880 and insert:

1881 A bill to be entitled
1882 An act relating to condominium, cooperative, and
1883 homeowners' associations; creating s. 468.439, F.S.'
1884 authorizing a claim of lien to secure reasonable
1885 expenses for collection services rendered by a
1886 community association manager or community management
1887 firm on behalf of a community association for a
1888 delinquent account; amending s. 633.0215, F.S.;
1889 exempting certain residential buildings from a
1890 requirement to install a manual fire alarm system;
1891 amending s. 718.111, F.S.; revising provisions
1892 relating to the official records of condominium
1893 associations; providing for disclosure of employment
1894 agreements or compensation paid to association
1895 employees; amending s. 718.112, F.S.; revising
1896 provisions relating to bylaws; providing that board of
1897 administration meetings discussing personnel matters
1898 are not open to unit members; revising requirements



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1899 for electing the board of directors; providing for
1900 continued office and for filling vacancies under
1901 certain circumstances; specifying unit owner
1902 eligibility for board membership; requiring that
1903 certain educational curriculum be completed within a
1904 specified time before the election or appointment of a
1905 board director; amending s. 718.113, F.S.; authorizing
1906 the board of a condominium association to install
1907 impact glass or other code-compliant windows under
1908 certain circumstances; amending s. 718.114, F.S.;
1909 requiring the vote or written consent of a majority of
1910 the voting interests before a condominium association
1911 may enter into certain agreements to acquire
1912 leaseholds, memberships, or other possessory or use
1913 interests; amending s. 718.116, F.S.; revising
1914 provisions relating to condominium assessments;
1915 providing that an association that acquires title to a
1916 unit through the foreclosure of its lien for
1917 assessments is not liable for unpaid assessments, late
1918 fees, interest, or attorney's fees and costs under
1919 specified circumstances; conforming a cross-reference;
1920 revising provisions authorizing an association to
1921 collect rent from the tenant of a unit owner that owes
1922 money to the association; amending s. 718.117, F.S.;
1923 providing a procedure for the termination of ownership
1924 of a condominium if the units have been totally
1925 destroyed or demolished; providing procedures and
1926 requirements for partial termination of a condominium
1927 property; requiring that a lien against a condominium



1928 unit being terminated be transferred to the proceeds
1929 of sale for that property; amending s. 718.303, F.S.;
1930 revising provisions relating to imposing remedies
1931 against a delinquent unit owner or occupant; providing
1932 for the suspension of certain rights of use or voting
1933 rights; forbidding a voting interest or consent right
1934 allocated to a unit or member which has been suspended
1935 from being counted toward the total number of voting
1936 interests; requiring that the suspension of certain
1937 rights of use or voting rights be approved at a
1938 noticed board meeting; amending s. 718.703. F.S.;
1939 redefining the term "bulk assignee" for purposes of
1940 the Distressed Condominium Relief Act; amending s.
1941 718.704, F.S.; revising provisions relating to the
1942 assignment of developer rights by a bulk assignee;
1943 amending s. 718.705, F.S.; revising provisions
1944 relating to the transfer of control of a condominium
1945 board of administration to unit owners; amending s.
1946 718.706, F.S.; revising provisions relating to the
1947 offering of units by a bulk assignee or bulk buyer;
1948 amending s. 718.707, F.S.; revising the time
1949 limitation for classification as a bulk assignee or
1950 bulk buyer; amending s. 719.108, F.S.; deleting a
1951 provision authorizing an association to add
1952 administrative late fees and costs for collection
1953 services to a lien against a cooperative parcel for
1954 unpaid rents and assessments; amending s. 719.303,
1955 F.S.; revising provisions relating to imposing
1956 remedies against a delinquent unit owner or occupant;



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1957 providing for the suspension of certain rights of use
1958 or voting rights; forbidding a voting interest or
1959 consent right allocated to a unit or member which has
1960 been suspended from being counted toward the total
1961 number of voting interests; requiring that the
1962 suspension of certain rights of use or voting rights
1963 be approved at a noticed board meeting; amending s.
1964 720.301, F.S.; revising the definition of the term
1965 "declaration of covenants"; amending s. 720.303, F.S.;
1966 revising provisions relating to records that are not
1967 accessible to members of a homeowners' association;
1968 providing for disclosure of employment agreements and
1969 compensation paid to association employees; amending
1970 s. 720.305, F.S.; revising provisions relating to
1971 imposing remedies against a delinquent member of a
1972 homeowners' association; forbidding a voting interest
1973 or consent right allocated to a parcel or member which
1974 has been suspended from being counted toward the total
1975 number of voting interests; requiring that the
1976 suspension of certain rights of use or voting rights
1977 be approved at a noticed board meeting; amending s.
1978 720.306, F.S.; providing limitations on who may serve
1979 on the board of directors of a homeowners'
1980 association; amending s. 720.3085, F.S.; revising
1981 provisions relating to the payment of assessments;
1982 providing that an association that acquires title to a
1983 unit through the foreclosure of its lien for
1984 assessments is not liable for unpaid assessments, late
1985 fees, interest, or attorney's fees and costs under



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1986 specified circumstances; amending s. 720.309, F.S.;

1987 providing for the allocation of communication services

1988 by a homeowners' association; providing for the

1989 cancellation of communication contracts; providing

1990 that hearing-impaired or legally blind owners and

1991 owners receiving certain supplemental security income

1992 or food stamps may discontinue the service without

1993 incurring costs; providing that residents may not be

1994 denied access to available franchised, licensed, or

1995 certificated cable or video service providers;

1996 providing an effective date.