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LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/01/2011	.	
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The Committee on Regulated Industries (Wise) recommended the following:

**Senate Amendment (with title amendment)**

Delete everything after the enacting clause and insert:

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

718.111 The association.—

(12) OFFICIAL RECORDS.—

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



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

15           2. A photocopy of the recorded declaration of condominium  
16 of each condominium operated by the association and ~~of~~ each  
17 amendment to each declaration.

18           3. A photocopy of the recorded bylaws of the association  
19 and ~~of~~ each amendment to the bylaws.

20           4. A certified copy of the articles of incorporation of the  
21 association, or other documents creating the association, and ~~of~~  
22 each amendment thereto.

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

24           6. A book or books that ~~which~~ contain the minutes of all  
25 meetings of the association, ~~of~~ the board of administration, and  
26 the ~~of~~ unit owners, which minutes must be retained for at least  
27 7 years.

28           7. A current roster of all unit owners and their mailing  
29 addresses, unit identifications, voting certifications, and, if  
30 known, telephone numbers. The association shall also maintain  
31 the electronic mailing addresses and facsimile ~~the~~ numbers  
32 ~~designated by unit owners for receiving notice sent by~~  
33 ~~electronic transmission~~ of those unit owners consenting to  
34 receive notice by electronic transmission. The electronic  
35 mailing addresses and facsimile ~~telephone~~ numbers may not be  
36 accessible to unit owners ~~must be removed from association~~  
37 ~~records~~ if consent to receive notice by electronic transmission  
38 is not provided in accordance with subparagraph (c)5 ~~revoked~~.  
39 However, the association is not liable for an erroneous  
40 disclosure of the electronic mail address or facsimile ~~the~~  
41 number for receiving electronic transmission of notices.



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42           8. All current insurance policies of the association and  
43 condominiums operated by the association.

44           9. A current copy of any management agreement, lease, or  
45 other contract to which the association is a party or under  
46 which the association or the unit owners have an obligation or  
47 responsibility.

48           10. Bills of sale or transfer for all property owned by the  
49 association.

50           11. Accounting records for the association and separate  
51 accounting records for each condominium that ~~which~~ the  
52 association operates. All accounting records must ~~shall~~ be  
53 maintained for at least 7 years. Any person who knowingly or  
54 intentionally defaces or destroys such ~~accounting~~ records  
55 ~~required to be created and maintained by this chapter during the~~  
56 ~~period for which such records are required to be maintained,~~ or  
57 who knowingly or intentionally fails to create or maintain such  
58 records, with the intent of causing harm to the association or  
59 one or more of its members, is personally subject to a civil  
60 penalty pursuant to s. 718.501(1)(d). The accounting records  
61 must include, but are not limited to:

62           a. Accurate, itemized, and detailed records of all receipts  
63 and expenditures.

64           b. A current account and a monthly, bimonthly, or quarterly  
65 statement of the account for each unit designating the name of  
66 the unit owner, the due date and amount of each assessment, the  
67 amount paid on ~~upon~~ the account, and the balance due.

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

70           d. All contracts for work to be performed. Bids for work to



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71 be performed are also considered official records and must be  
72 maintained by the association.

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

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

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

82 15. All other records of the association not specifically  
83 included in the foregoing which are related to the operation of  
84 the association.

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

87 (c) The official records of the association are open to  
88 inspection by any association member or the authorized  
89 representative of such member at all reasonable times. The right  
90 to inspect the records includes the right to make or obtain  
91 copies, at the reasonable expense, if any, of the member. The  
92 association may adopt reasonable rules regarding the frequency,  
93 time, location, notice, and manner of record inspections and  
94 copying. The failure of an association to provide the records  
95 within 10 working days after receipt of a written request  
96 creates a rebuttable presumption that the association willfully  
97 failed to comply with this paragraph. A unit owner who is denied  
98 access to official records is entitled to the actual damages or  
99 minimum damages for the association's willful failure to comply.



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100 Minimum damages are ~~shall be~~ \$50 per calendar day for up to 10  
101 days, beginning ~~the calculation to begin~~ on the 11th working day  
102 after receipt of the written request. The failure to permit  
103 inspection ~~of the association records as provided herein~~  
104 entitles any person prevailing in an enforcement action to  
105 recover reasonable attorney's fees from the person in control of  
106 the records who, directly or indirectly, knowingly denied access  
107 to the records. ~~Any person who knowingly or intentionally~~  
108 ~~defaces or destroys accounting records that are required by this~~  
109 ~~chapter to be maintained during the period for which such~~  
110 ~~records are required to be maintained, or who knowingly or~~  
111 ~~intentionally fails to create or maintain accounting records~~  
112 ~~that are required to be created or maintained, with the intent~~  
113 ~~of causing harm to the association or one or more of its~~  
114 ~~members, is personally subject to a civil penalty pursuant to s.~~  
115 ~~718.501(1)(d).~~ The association shall maintain an adequate number  
116 of copies of the declaration, articles of incorporation, bylaws,  
117 and rules, and all amendments to each of the foregoing, as well  
118 as the question and answer sheet as described ~~provided for~~ in s.  
119 718.504 and year-end financial information required under ~~in~~  
120 this section, on the condominium property to ensure their  
121 availability to unit owners and prospective purchasers, and may  
122 charge its actual costs for preparing and furnishing these  
123 documents to those requesting the documents. Notwithstanding ~~the~~  
124 ~~provisions of~~ this paragraph, the following records are not  
125 accessible to unit owners:

126 1. Any record protected by the lawyer-client privilege as  
127 described in s. 90.502; and any record protected by the work-  
128 product privilege, including a ~~any~~ record prepared by an



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129 association attorney or prepared at the attorney's express  
130 direction, ~~which~~ which reflects a mental impression, conclusion,  
131 litigation strategy, or legal theory of the attorney or the  
132 association, and which was prepared exclusively for civil or  
133 criminal litigation or for adversarial administrative  
134 proceedings, or which was prepared in anticipation of such  
135 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~  
136 ~~administrative~~ proceedings until the conclusion of the  
137 litigation or ~~adversarial administrative~~ proceedings.

138 2. Information obtained by an association in connection  
139 with the approval of the lease, sale, or other transfer of a  
140 unit.

141 3. Personnel records of association or management company  
142 employees, including, but not limited to, disciplinary, payroll,  
143 health, and insurance records. For purposes of this  
144 subparagraph, the term "personnel records" does not include  
145 written employment agreements with an association employee or  
146 budgetary or financial records that indicate the compensation  
147 paid to an association employee.

148 4. Medical records of unit owners.

149 5. Social security numbers, driver's license numbers,  
150 credit card numbers, e-mail addresses, telephone numbers,  
151 facsimile numbers, emergency contact information, ~~any~~ addresses  
152 of a unit owner ~~other than as provided to fulfill the~~  
153 ~~association's notice requirements,~~ and other personal  
154 identifying information of any person, excluding the person's  
155 name, unit designation, mailing address, ~~and~~ property address,  
156 and any address, e-mail address, or facsimile number provided to  
157 the association to fulfill the association's notice



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158 requirements. However, an owner may consent in writing to the  
159 disclosure of protected information described in this  
160 subparagraph. The association is not liable for the disclosure  
161 of information that is protected under this subparagraph if the  
162 information is included in an official record of the association  
163 and is voluntarily provided by an owner and not requested by the  
164 association.

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

167 7. The software and operating system used by the  
168 association which allow the ~~allows~~ manipulation of data, even if  
169 the owner owns a copy of the same software used by the  
170 association. The data is part of the official records of the  
171 association.

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

174 718.112 Bylaws.—

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

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

179 1. Unless a lower number is provided in the bylaws, the  
180 percentage of voting interests required to constitute a quorum  
181 at a meeting of the members is ~~shall be~~ a majority of the voting  
182 interests. Unless otherwise provided in this chapter or in the  
183 declaration, articles of incorporation, or bylaws, and except as  
184 provided in subparagraph (d)4. ~~(d)3.~~, decisions shall be made by  
185 ~~owners~~ of a majority of the voting interests represented at a  
186 meeting at which a quorum is present.



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187           2. Except as specifically otherwise provided herein, ~~after~~  
188 ~~January 1, 1992,~~ unit owners may not vote by general proxy, but  
189 may vote by limited proxies substantially conforming to a  
190 limited proxy form adopted by the division. A ~~No~~ voting interest  
191 or consent right allocated to a unit owned by the association  
192 may not shall be exercised or considered for any purpose,  
193 whether for a quorum, an election, or otherwise. Limited proxies  
194 and general proxies may be used to establish a quorum. Limited  
195 proxies shall be used for votes taken to waive or reduce  
196 reserves in accordance with subparagraph (f)2.; for votes taken  
197 to waive the financial reporting requirements of s. 718.111(13);  
198 for votes taken to amend the declaration pursuant to s. 718.110;  
199 for votes taken to amend the articles of incorporation or bylaws  
200 pursuant to this section; and for any other matter for which  
201 this chapter requires or permits a vote of the unit owners.  
202 Except as provided in paragraph (d), a ~~after January 1, 1992,~~ ~~no~~  
203 proxy, limited or general, may not shall be used in the election  
204 of board members. General proxies may be used for other matters  
205 for which limited proxies are not required, and may ~~also~~ be used  
206 in voting for nonsubstantive changes to items for which a  
207 limited proxy is required and given. Notwithstanding ~~the~~  
208 ~~provisions of~~ this subparagraph, unit owners may vote in person  
209 at unit owner meetings. This subparagraph does not ~~Nothing~~  
210 ~~contained herein shall~~ limit the use of general proxies or  
211 require the use of limited proxies for any agenda item or  
212 election at any meeting of a timeshare condominium association.  
213           3. Any proxy given is ~~shall be~~ effective only for the  
214 specific meeting for which originally given and any lawfully  
215 adjourned meetings thereof. A ~~In no event shall any proxy is not~~





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216 ~~be~~ valid ~~for a period~~ longer than 90 days after the date of the  
217 first meeting for which it was given. Every proxy is revocable  
218 at any time at the pleasure of the unit owner executing it.

219 4. A member of the board of administration or a committee  
220 may submit in writing his or her agreement or disagreement with  
221 any action taken at a meeting that the member did not attend.  
222 This agreement or disagreement may not be used as a vote for or  
223 against the action taken or to create ~~and may not be used for~~  
224 ~~the purposes of creating~~ a quorum.

225 5. If ~~When~~ any of the board or committee members meet by  
226 telephone conference, those board or committee members ~~attending~~  
227 ~~by telephone conference~~ may be counted toward obtaining a quorum  
228 and may vote by telephone. A telephone speaker must be used so  
229 that the conversation of those ~~board or committee~~ members  
230 ~~attending by telephone~~ may be heard by the board or committee  
231 members attending in person as well as by any unit owners  
232 present at a meeting.

233 (c) *Board of administration meetings.*—Meetings of the board  
234 of administration at which a quorum of the members is present  
235 are ~~shall be~~ open to all unit owners. A ~~Any~~ unit owner may tape  
236 record or videotape the meetings ~~of the board of administration.~~  
237 The right to attend such meetings includes the right to speak at  
238 such meetings with reference to all designated agenda items. The  
239 division shall adopt reasonable rules governing the tape  
240 recording and videotaping of the meeting. The association may  
241 adopt written reasonable rules governing the frequency,  
242 duration, and manner of unit owner statements.

243 1. Adequate notice of all board meetings, which must ~~notice~~  
244 ~~shall~~ specifically identify all ~~incorporate an identification of~~



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245 agenda items, must ~~shall~~ be posted conspicuously on the  
246 condominium property at least 48 continuous hours before  
247 ~~preceding~~ the meeting except in an emergency. If 20 percent of  
248 the voting interests petition the board to address an item of  
249 business, the board ~~shall~~ at its next regular board meeting or  
250 at a special meeting of the board, but not later than 60 days  
251 after the receipt of the petition, shall place the item on the  
252 agenda. Any item not included on the notice may be taken up on  
253 an emergency basis by at least a majority plus one of the board  
254 members ~~of the board~~. Such emergency action must ~~shall~~ be  
255 noticed and ratified at the next regular board meeting ~~of the~~  
256 ~~board~~. However, written notice of any meeting at which  
257 nonemergency special assessments, or at which amendment to rules  
258 regarding unit use, will be considered must ~~shall~~ be mailed,  
259 delivered, or electronically transmitted to the unit owners and  
260 posted conspicuously on the condominium property at least ~~not~~  
261 ~~less than~~ 14 days before ~~prior to~~ the meeting. Evidence of  
262 compliance with this 14-day notice requirement must ~~shall~~ be  
263 made by an affidavit executed by the person providing the notice  
264 and filed with ~~among~~ the official records of the association.  
265 Upon notice to the unit owners, the board shall, by duly adopted  
266 rule, designate a specific location on the condominium ~~property~~  
267 or association property where ~~upon which~~ all notices of board  
268 meetings are to ~~shall~~ be posted. If there is no condominium  
269 property or association property where ~~upon which~~ notices can be  
270 posted, notices ~~of board meetings~~ shall be mailed, delivered, or  
271 electronically transmitted at least 14 days before the meeting  
272 to the owner of each unit. In lieu of or in addition to the  
273 physical posting of the notice ~~of any meeting of the board of~~



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274 ~~administration~~ on the condominium property, the association may,  
275 by reasonable rule, adopt a procedure for conspicuously posting  
276 and repeatedly broadcasting the notice and the agenda on a  
277 closed-circuit cable television system serving the condominium  
278 association. However, if broadcast notice is used in lieu of a  
279 notice ~~posted~~ physically posted on ~~the~~ condominium property, the  
280 notice and agenda must be broadcast at least four times every  
281 broadcast hour of each day that a posted notice is otherwise  
282 required under this section. If ~~When~~ broadcast notice is  
283 provided, the notice and agenda must be broadcast in a manner  
284 and for a sufficient continuous length of time so as to allow an  
285 average reader to observe the notice and read and comprehend the  
286 entire content of the notice and the agenda. Notice of any  
287 meeting in which regular or special assessments against unit  
288 owners are to be considered for any reason must ~~shall~~  
289 specifically state that assessments will be considered and  
290 provide the nature, estimated cost, and description of the  
291 purposes for such assessments.

292 2. Meetings of a committee to take final action on behalf  
293 of the board or make recommendations to the board regarding the  
294 association budget are subject to ~~the provisions of~~ this  
295 paragraph. Meetings of a committee that does not take final  
296 action on behalf of the board or make recommendations to the  
297 board regarding the association budget are subject to ~~the~~  
298 ~~provisions of~~ this section, unless those meetings are exempted  
299 from this section by the bylaws of the association.

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



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

307           b. Board meetings held for the purpose of discussing  
308 personnel matters.

309           (d) *Unit owner meetings.*—

310           1. An annual meeting of the unit owners shall be held at  
311 the location provided in the association bylaws and, if the  
312 bylaws are silent as to the location, the meeting shall be held  
313 within 45 miles of the condominium property. However, such  
314 distance requirement does not apply to an association governing  
315 a timeshare condominium.

316           2. Unless the bylaws provide otherwise, a vacancy on the  
317 board caused by the expiration of a director's term shall be  
318 filled by electing a new board member, and the election must be  
319 by secret ballot. An election is not required ~~However,~~ if the  
320 number of vacancies equals or exceeds the number of candidates, ~~an election is not required.~~ For purposes of this paragraph, the  
321 term "candidate" means an eligible person who has timely  
322 submitted the written notice, as described in sub-subparagraph  
323 4.a., of his or her intention to become a candidate. Except in a  
324 timeshare condominium, or if the staggered term of a board  
325 member does not expire until a later annual meeting, or if all  
326 members terms would otherwise expire but there are no  
327 candidates, the terms of all board members ~~of the board~~ expire  
328 at the annual meeting, and such board members may stand for  
329 reelection unless prohibited ~~otherwise permitted~~ by the bylaws.  
330 If the bylaws permit staggered terms of no more than 2 years and  
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332 upon approval of a majority of the total voting interests, the  
333 association board members may serve 2-year staggered terms. If  
334 the number of board members whose terms expire at the annual  
335 meeting equals or ~~have expired~~ exceeds the number of candidates,  
336 the candidates become members of the board effective upon the  
337 adjournment of the annual meeting. Unless the bylaws provide  
338 otherwise, any remaining vacancies shall be filled by the  
339 affirmative vote of the majority of the directors making up the  
340 newly constituted board even if the directors constitute less  
341 than a quorum or there is only one director eligible members  
342 showing interest in or demonstrating an intention to run for the  
343 vacant positions, each board member whose term has expired is  
344 eligible for reappointment to the board of administration and  
345 need not stand for reelection. In a condominium association of  
346 more than 10 units or in a condominium association that does not  
347 include timeshare units or timeshare interests, coowners of a  
348 unit may not serve as members of the board of directors at the  
349 same time unless they own more than one unit or unless there are  
350 not enough eligible candidates to fill the vacancies on the  
351 board at the time of the vacancy. Any unit owner desiring to be  
352 a candidate for board membership must comply with sub-  
353 subparagraph 4.a. and must be eligible to serve on the board of  
354 directors at the time of the deadline for submitting a notice of  
355 intent to run, and continuously thereafter, in order to have his  
356 or her name listed as a proper candidate on the ballot or to  
357 serve on the board ~~3.a.~~ A person who has been suspended or  
358 removed by the division under this chapter, or who is delinquent  
359 in the payment of any fee, fine, or special or regular  
360 assessment as provided in paragraph (n), is not eligible for



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361 board membership. A person who has been convicted of any felony  
362 in this state or in a United States District or Territorial  
363 Court, or who has been convicted of any offense in another  
364 jurisdiction which ~~that~~ would be considered a felony if  
365 committed in this state, is not eligible for board membership  
366 unless such felon's civil rights have been restored for at least  
367 5 years as of the date ~~on which~~ such person seeks election to  
368 the board. The validity of an action by the board is not  
369 affected if it is later determined that a board member ~~of the~~  
370 ~~board~~ is ineligible for board membership due to having been  
371 convicted of a felony.

372 3.2. The bylaws must provide the method of calling meetings  
373 of unit owners, including annual meetings. Written notice, ~~which~~  
374 must include an agenda, must ~~shall~~ be mailed, hand delivered, or  
375 electronically transmitted to each unit owner at least 14 days  
376 before the annual meeting, and must be posted in a conspicuous  
377 place on the condominium property at least 14 continuous days  
378 before ~~preceding~~ the annual meeting. Upon notice to the unit  
379 owners, the board shall, by duly adopted rule, designate a  
380 specific location on the condominium property or association  
381 property where ~~upon which~~ all notices of unit owner meetings  
382 shall be posted. This requirement does not apply ~~However,~~ if  
383 there is no condominium property or association property for  
384 posting ~~upon which~~ notices ~~can be posted, this requirement does~~  
385 ~~not apply~~. In lieu of, or in addition to, the physical posting  
386 of meeting notices, the association may, by reasonable rule,  
387 adopt a procedure for conspicuously posting and repeatedly  
388 broadcasting the notice and the agenda on a closed-circuit cable  
389 television system serving the condominium association. However,



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390 if broadcast notice is used ~~in lieu of a notice posted~~  
391 ~~physically on the condominium property~~, the notice and agenda  
392 must be broadcast at least four times every broadcast hour of  
393 each day that a posted notice is otherwise required under this  
394 section. If broadcast notice is provided, the notice and agenda  
395 must be broadcast in a manner and for a sufficient continuous  
396 length of time so as to allow an average reader to observe the  
397 notice and read and comprehend the entire content of the notice  
398 and the agenda. Unless a unit owner waives in writing the right  
399 to receive notice of the annual meeting, such notice must be  
400 hand delivered, mailed, or electronically transmitted to each  
401 unit owner. Notice for meetings and notice for all other  
402 purposes must be mailed to each unit owner at the address last  
403 furnished to the association by the unit owner, or hand  
404 delivered to each unit owner. However, if a unit is owned by  
405 more than one person, the association must ~~shall~~ provide notice,  
406 ~~for meetings and all other purposes~~, to the ~~that one~~ address  
407 that ~~which~~ the developer ~~initially~~ identifies for that purpose  
408 and thereafter as one or more of the owners of the unit ~~shall~~  
409 advise the association in writing, or if no address is given or  
410 the owners of the unit do not agree, to the address provided on  
411 the deed of record. An officer of the association, or the  
412 manager or other person providing notice of the association  
413 meeting, must ~~shall~~ provide an affidavit or United States Postal  
414 Service certificate of mailing, to be included in the official  
415 records of the association affirming that the notice was mailed  
416 or hand delivered, in accordance with this provision.

417 4.3. The members of the board shall be elected by written  
418 ballot or voting machine. Proxies may not be used in electing



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419 the board in general elections or elections to fill vacancies  
420 caused by recall, resignation, or otherwise, unless otherwise  
421 provided in this chapter.

422 a. At least 60 days before a scheduled election, the  
423 association shall mail, deliver, or electronically transmit,  
424 ~~whether~~ by separate association mailing or included in another  
425 association mailing, delivery, or transmission, including  
426 regularly published newsletters, to each unit owner entitled to  
427 a vote, a first notice of the date of the election. Any unit  
428 owner or other eligible person desiring to be a candidate for  
429 the board must give written notice of his or her intent to be a  
430 candidate to the association at least 40 days before a scheduled  
431 election. Together with the written notice and agenda as set  
432 forth in subparagraph 3. 2-, the association shall mail,  
433 deliver, or electronically transmit a second notice of the  
434 election to all unit owners entitled to vote, together with a  
435 ballot that lists all candidates. Upon request of a candidate,  
436 an information sheet, no larger than 8 1/2 inches by 11 inches,  
437 which must be furnished by the candidate at least 35 days before  
438 the election, must be included with the mailing, delivery, or  
439 transmission of the ballot, with the costs of mailing, delivery,  
440 or electronic transmission and copying to be borne by the  
441 association. The association is not liable for the contents of  
442 the information sheets prepared by the candidates. In order to  
443 reduce costs, the association may print or duplicate the  
444 information sheets on both sides of the paper. The division  
445 shall by rule establish voting procedures consistent with this  
446 sub-subparagraph, including rules establishing procedures for  
447 giving notice by electronic transmission and rules providing for





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448 the secrecy of ballots. Elections shall be decided by a  
449 plurality of ~~these~~ ballots cast. There is no quorum requirement;  
450 however, at least 20 percent of the eligible voters must cast a  
451 ballot in order to have a valid election ~~of members of the~~  
452 ~~board~~. A unit owner may not permit any other person to vote his  
453 or her ballot, and any ballots improperly cast are invalid. A  
454 ~~provided any~~ unit owner who violates this provision may be fined  
455 by the association in accordance with s. 718.303. A unit owner  
456 who needs assistance in casting the ballot for the reasons  
457 stated in s. 101.051 may obtain such assistance. The regular  
458 election must occur on the date of the annual meeting. ~~This sub-~~  
459 ~~subparagraph does not apply to timeshare condominium~~  
460 ~~associations~~. Notwithstanding this sub-subparagraph, an election  
461 is not required unless more candidates file notices of intent to  
462 run or are nominated than board vacancies exist.

463 b. Within 90 days after being elected or appointed to the  
464 board, each newly elected or appointed director shall certify in  
465 writing to the secretary of the association that he or she has  
466 read the association's declaration of condominium, articles of  
467 incorporation, bylaws, and current written policies; that he or  
468 she will work to uphold such documents and policies to the best  
469 of his or her ability; and that he or she will faithfully  
470 discharge his or her fiduciary responsibility to the  
471 association's members. In lieu of this written certification,  
472 within 90 days after being elected or appointed to the board,  
473 the newly elected or appointed director may submit a certificate  
474 of having satisfactorily completed ~~satisfactory completion of~~  
475 the educational curriculum administered by a division-approved  
476 condominium education provider within 1 year before or 90 days



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477 after the date of election or appointment. The written  
478 certification or educational certificate is valid and does not  
479 have to be resubmitted as long as the director serves on the  
480 board without interruption. A director who fails to timely file  
481 the written certification or educational certificate is  
482 suspended from service on the board until he or she complies  
483 with this sub-subparagraph. The board may temporarily fill the  
484 vacancy during the period of suspension. The secretary shall  
485 cause the association to retain a director's written  
486 certification or educational certificate for inspection by the  
487 members for 5 years after a director's election. Failure to have  
488 such written certification or educational certificate on file  
489 does not affect the validity of any board action. This chapter  
490 does not limit the use of general or limited proxies, require  
491 the use of general or limited proxies, or require the use of a  
492 written ballot or voting machine for any agenda item or election  
493 at any meeting of a timeshare condominium association.

494 5.4. Any approval by unit owners called for by this chapter  
495 or the applicable declaration or bylaws, including, but not  
496 limited to, the approval requirement in s. 718.111(8), must  
497 ~~shall~~ be made at a duly noticed meeting of unit owners and is  
498 subject to all requirements of this chapter or the applicable  
499 condominium documents relating to unit owner decisionmaking,  
500 except that unit owners may take action by written agreement,  
501 without meetings, on matters for which action by written  
502 agreement without meetings is expressly allowed by the  
503 applicable bylaws or declaration or any law ~~statute~~ that  
504 provides for such action.

505 6.5. Unit owners may waive notice of specific meetings if



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506 allowed by the applicable bylaws or declaration or any law  
507 ~~statute~~. If authorized by the bylaws, notice of meetings of the  
508 board of administration, unit owner meetings, except unit owner  
509 meetings called to recall board members under paragraph (j), and  
510 committee meetings may be given by electronic transmission to  
511 unit owners who consent to receive notice by electronic  
512 transmission.

513 ~~7.6.~~ Unit owners ~~shall~~ have the right to participate in  
514 meetings of unit owners with reference to all designated agenda  
515 items. However, the association may adopt reasonable rules  
516 governing the frequency, duration, and manner of unit owner  
517 participation.

518 ~~8.7.~~ A ~~Any~~ unit owner may tape record or videotape a  
519 meeting of the unit owners subject to reasonable rules adopted  
520 by the division.

521 ~~9.8.~~ Unless otherwise provided in the bylaws, any vacancy  
522 occurring on the board before the expiration of a term may be  
523 filled by the affirmative vote of the majority of the remaining  
524 directors, even if the remaining directors constitute less than  
525 a quorum, or by the sole remaining director. In the alternative,  
526 a board may hold an election to fill the vacancy, in which case  
527 the election procedures must conform to ~~the requirements of sub-~~  
528 subparagraph 4.a. ~~3.a.~~ unless the association governs 10 units  
529 or fewer and has opted out of the statutory election process, in  
530 which case the bylaws of the association control. Unless  
531 otherwise provided in the bylaws, a board member appointed or  
532 elected under this section shall fill the vacancy for the  
533 unexpired term of the seat being filled. Filling vacancies  
534 created by recall is governed by paragraph (j) and rules adopted



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535 by the division.

536

537 Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a.  
538 ~~(d)3.a.~~, an association of 10 or fewer units may, by affirmative  
539 vote of a majority of the total voting interests, provide for  
540 different voting and election procedures in its bylaws, which  
541 ~~vote~~ may be by a proxy specifically delineating the different  
542 voting and election procedures. The different voting and  
543 election procedures may provide for elections to be conducted by  
544 limited or general proxy.

545 Section 3. Section 718.114, Florida Statutes, is amended to  
546 read:

547 718.114 Association powers.—An association may ~~has the~~  
548 ~~power to~~ enter into agreements, to acquire leaseholds,  
549 memberships, and other possessory or use interests in lands or  
550 facilities such as country clubs, golf courses, marinas, and  
551 other recreational facilities, — ~~It has this power~~ whether or not  
552 the lands or facilities are contiguous to the lands of the  
553 condominium, if such lands and facilities ~~they~~ are intended to  
554 provide enjoyment, recreation, or other use or benefit to the  
555 unit owners. All of these leaseholds, memberships, and other  
556 possessory or use interests existing or created at the time of  
557 recording the declaration must be stated and fully described in  
558 the declaration. Subsequent to the recording of the declaration,  
559 agreements acquiring these leaseholds, memberships, or other  
560 possessory or use interests which are not entered into within 12  
561 months following the recording of the declaration are ~~shall be~~  
562 ~~considered~~ a material alteration or substantial addition to the  
563 real property that is association property, and the association



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564 may not acquire or enter into such agreements ~~acquiring these~~  
565 ~~leaseholds, memberships, or other possessory or use interests~~  
566 except upon a vote of, or written consent by, a majority of the  
567 total voting interests or as authorized by the declaration as  
568 provided in s. 718.113. The declaration may provide that the  
569 rental, membership fees, operations, replacements, and other  
570 expenses are common expenses and may impose covenants and  
571 restrictions concerning their use and may contain other  
572 provisions not inconsistent with this chapter. A condominium  
573 association may conduct bingo games as provided in s. 849.0931.

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

577 718.116 Assessments; liability; lien and priority;  
578 interest; collection.—

579 (3) Assessments and installments on assessments which are  
580 not paid when due bear interest at the rate provided in the  
581 declaration, from the due date until paid. The ~~This~~ rate may not  
582 exceed the rate allowed by law, and, if no rate is provided in  
583 the declaration, interest accrues at the rate of 18 percent per  
584 year. ~~Also,~~ If provided by the declaration or bylaws, the  
585 association may, in addition to such interest, charge an  
586 administrative late fee of up to the greater of \$25 or 5 percent  
587 of ~~each installment of the assessment for~~ each delinquent  
588 installment for which the payment is late. The association may  
589 also charge for reasonable expenses incurred by the association  
590 for collection services that are reasonably related to the  
591 collection of the delinquent account rendered by a community  
592 association manager or community association management firm, as



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593 specified in a written agreement with such community association  
594 manager or firm, and payable to the community association  
595 manager or firm as a liquidated sum. Any payment received by an  
596 association must be applied first to any interest accrued by the  
597 association, then to any administrative late fee, then to  
598 expenses for collection services, then to any costs and  
599 reasonable attorney's fees incurred in collection, and then to  
600 the delinquent assessment. The foregoing is applicable  
601 notwithstanding any restrictive endorsement, designation, or  
602 instruction placed on or accompanying a payment. A late fee is  
603 not subject to chapter 687 or s. 718.303(4) ~~718.303(3)~~.

604 (5)

605 (b) To be valid, a claim of lien must state the description  
606 of the condominium parcel, the name of the record owner, the  
607 name and address of the association, the amount due, and the due  
608 dates. It must be executed and acknowledged by an officer or  
609 authorized agent of the association. The lien is not effective  
610 ~~longer than~~ 1 year after the claim of lien was recorded unless,  
611 within that time, an action to enforce the lien is commenced.  
612 The 1-year period is automatically extended for any length of  
613 time during which the association is prevented from filing a  
614 foreclosure action by an automatic stay resulting from a  
615 bankruptcy petition filed by the parcel owner or any other  
616 person claiming an interest in the parcel. The claim of lien  
617 secures all unpaid assessments that are due and that may accrue  
618 after the claim of lien is recorded and through the entry of a  
619 final judgment, as well as interest and all reasonable costs and  
620 attorney's fees incurred by the association incident to the  
621 collection process. The claim of lien also secures reasonable



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622 expenses for collection services incurred before filing a claim  
623 as provided in subsection (3). Upon payment in full, the person  
624 making the payment is entitled to a satisfaction of the lien.  
625

626 After notice of contest of lien has been recorded, the clerk of  
627 the circuit court shall mail a copy of the recorded notice to  
628 the association by certified mail, return receipt requested, at  
629 the address shown in the claim of lien or most recent amendment  
630 to it and shall certify to the service on the face of the  
631 notice. Service is complete upon mailing. After service, the  
632 association has 90 days in which to file an action to enforce  
633 the lien; and, if the action is not filed within the 90-day  
634 period, the lien is void. However, the 90-day period shall be  
635 extended for any length of time during which ~~that~~ the  
636 association is prevented from filing its action because of an  
637 automatic stay resulting from the filing of a bankruptcy  
638 petition by the unit owner or by any other person claiming an  
639 interest in the parcel.

640 (11) If the unit is occupied by a tenant and the unit owner  
641 is delinquent in paying any monetary obligation due to the  
642 association, the association may make a written demand that the  
643 tenant pay rent to the association ~~the future monetary~~  
644 ~~obligations related to the condominium unit to the association,~~  
645 and continue to the tenant must make such payments until all  
646 monetary obligations of the unit owner related to the unit have  
647 been paid in full to the association ~~payment. The demand is~~  
648 ~~continuing in nature and, upon demand,~~ The tenant must pay rent  
649 ~~the monetary obligations~~ to the association until the  
650 association releases the tenant or the tenant discontinues



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651 tenancy in the unit. The association must mail written notice to  
652 the unit owner of the association's demand that the tenant make  
653 payments to the association. The association shall, upon  
654 request, provide the tenant with written receipts for payments  
655 made. A tenant ~~who acts in good faith in response to a written~~  
656 ~~demand from an association~~ is immune from any claim by ~~from~~ the  
657 unit owner related to the rent once the association has made  
658 written demand. Any payment received from a tenant must be  
659 applied to the unit owner's oldest delinquent monetary  
660 obligation.

661 (a) If the tenant paid ~~prepaid~~ rent to the unit owner for a  
662 given rental period before receiving the demand from the  
663 association and provides written evidence of prepaying ~~paying~~  
664 the rent to the association within 14 days after receiving the  
665 demand, the tenant shall receive credit for the prepaid rent for  
666 the applicable period but ~~and~~ must make any subsequent rental  
667 payments to the association to be credited against the monetary  
668 obligations of the unit owner ~~to the association.~~

669 (b) The tenant is not liable for increases in the amount of  
670 the monetary obligations due unless the tenant was notified in  
671 writing of the increase at least 10 days before the date the  
672 rent is due. The liability of the tenant may not exceed the  
673 amount due from the tenant to the tenant's landlord. The  
674 tenant's landlord shall provide the tenant a credit against  
675 rents due to the unit owner in the amount of moneys paid to the  
676 association ~~under this section.~~

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





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680 tenant fails to pay a required payment to the association.  
681 However, the association is not otherwise considered a landlord  
682 under chapter 83 and specifically has no obligations ~~duties~~  
683 under s. 83.51.

684 (d) The tenant does not, by virtue of payment of rent  
685 ~~monetary obligations~~ to the association, have any of the rights  
686 of a unit owner to vote in any election or to examine the books  
687 and records of the association.

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

690 Section 5. Subsections (3), (4), and (11), paragraphs (a)  
691 and (d) of subsection (12), subsection (14), paragraph (a) of  
692 subsection (17), and subsections (18) and (19) of section  
693 718.117, Florida Statutes, are amended to read:

694 718.117 Termination of condominium.—

695 (3) OPTIONAL TERMINATION.—Except as provided in subsection  
696 (2) or unless the declaration provides for a lower percentage,  
697 the condominium form of ownership ~~of the property~~ may be  
698 terminated for all or a portion of the condominium property  
699 pursuant to a plan of termination approved by at least 80  
700 percent of the total voting interests of the condominium if no  
701 ~~not~~ more than 10 percent of the total voting interests of the  
702 condominium have rejected the plan of termination by negative  
703 vote or by providing written objections ~~thereto~~. This subsection  
704 does not apply to condominiums in which 75 percent or more of  
705 the units are timeshare units.

706 (4) EXEMPTION.—A plan of termination is not an amendment  
707 subject to s. 718.110(4). In a partial termination, a plan of  
708 termination is not an amendment subject to s. 718.110(4) if the



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709 ownership share of the common elements of a surviving unit in  
710 the condominium remains in the same proportion to the surviving  
711 units as it was before the partial termination.

712 (11) PLAN OF TERMINATION; OPTIONAL PROVISIONS; CONDITIONAL  
713 TERMINATION.—

714 (a) The plan of termination may provide that each unit  
715 owner retains the exclusive right of possession to the portion  
716 of the real estate which ~~that~~ formerly constituted the unit ~~if,~~  
717 ~~in which case~~ the plan specifies ~~must specify~~ the conditions of  
718 possession. In a partial termination, the plan of termination as  
719 specified in subsection (10) must also identify the units that  
720 survive the partial termination and provide that such units  
721 remain in the condominium form of ownership pursuant to an  
722 amendment to the declaration of condominium or an amended and  
723 restated declaration. In a partial termination, title to the  
724 surviving units and common elements that remain part of the  
725 condominium property specified in the plan of termination remain  
726 vested in the ownership shown in the public records and do not  
727 vest in the termination trustee.

728 (b) In a conditional termination, the plan must specify the  
729 conditions for termination. A conditional plan does not vest  
730 title in the termination trustee until the plan and a  
731 certificate executed by the association with the formalities of  
732 a deed, confirming that the conditions in the conditional plan  
733 have been satisfied or waived by the requisite percentage of the  
734 voting interests, have been recorded. In a partial termination,  
735 the plan does not vest title to the surviving units or common  
736 elements that remain part of the condominium property in the  
737 termination trustee.



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738 (12) ALLOCATION OF PROCEEDS OF SALE OF CONDOMINIUM  
739 PROPERTY.—

740 (a) Unless the declaration expressly provides for the  
741 allocation of the proceeds of sale of condominium property, the  
742 plan of termination must first apportion the proceeds between  
743 the aggregate value of all units and the value of the common  
744 elements, based on their respective fair market values  
745 immediately before the termination, as determined by one or more  
746 independent appraisers selected by the association or  
747 termination trustee. In a partial termination, the aggregate  
748 values of the units and common elements that are being  
749 terminated must be separately determined, and the plan of  
750 termination must specify the allocation of the proceeds of sale  
751 for the units and common elements.

752 (d) Liens that encumber a unit shall be transferred to the  
753 proceeds of sale of the condominium property and the proceeds of  
754 sale or other distribution of association property, common  
755 surplus, or other association assets attributable to such unit  
756 in their same priority. In a partial termination, liens that  
757 encumber a unit being terminated must be transferred to the  
758 proceeds of sale of that portion of the condominium property  
759 being terminated which are attributable to such unit. The  
760 proceeds of any sale of condominium property pursuant to a plan  
761 of termination may not be deemed to be common surplus or  
762 association property.

763 (14) TITLE VESTED IN TERMINATION TRUSTEE.—If termination is  
764 pursuant to a plan of termination under subsection (2) or  
765 subsection (3), ~~the unit owners' rights and title to as tenants~~  
766 ~~in common in undivided interests in the condominium property~~



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767 being terminated vests ~~vest~~ in the termination trustee when the  
768 plan is recorded or at a later date specified in the plan. The  
769 unit owners thereafter become the beneficiaries of the proceeds  
770 realized from the plan of termination as set forth in the plan.  
771 The termination trustee may deal with the condominium property  
772 being terminated or any interest therein if the plan confers on  
773 the trustee the authority to protect, conserve, manage, sell, or  
774 dispose of the condominium property. The trustee, on behalf of  
775 the unit owners, may contract for the sale of real property  
776 being terminated, but the contract is not binding on the unit  
777 owners until the plan is approved pursuant to subsection (2) or  
778 subsection (3).

779 (17) DISTRIBUTION.—

780 (a) Following termination of the condominium, the  
781 condominium property, association property, common surplus, and  
782 other assets of the association shall be held by the termination  
783 trustee pursuant to the plan of termination, as trustee for unit  
784 owners and holders of liens on the units, in their order of  
785 priority unless otherwise set forth in the plan of termination.

786 (18) ASSOCIATION STATUS.—The termination of a condominium  
787 does not change the corporate status of the association that  
788 operated the condominium property. The association continues to  
789 exist to conclude its affairs, prosecute and defend actions by  
790 or against it, collect and discharge obligations, dispose of and  
791 convey its property, and collect and divide its assets, but not  
792 to act except as necessary to conclude its affairs. In a partial  
793 termination, the association may continue as the condominium  
794 association for the property that remains subject to the  
795 declaration of condominium.



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796           (19) CREATION OF ANOTHER CONDOMINIUM.—The termination or  
797 partial termination of a condominium does not bar the filing of  
798 a new declaration of condominium ~~or an amended and restated~~  
799 ~~declaration of condominium~~ by the termination trustee, or the  
800 trustee's successor in interest, for the terminated property or  
801 ~~affecting any portion thereof of the same property.~~ The partial  
802 termination of a condominium may provide for the simultaneous  
803 filing of an amendment to the declaration of condominium or an  
804 amended and restated declaration of condominium by the  
805 condominium association for any portion of the property not  
806 terminated from the condominium form of ownership.

807           Section 6. Subsections (3), (4), and (5) of section  
808 718.303, Florida Statutes, are amended, and subsection (6) is  
809 added to that section, to read:

810           718.303 Obligations of owners and occupants; remedies.—

811           (3) ~~If a unit owner is delinquent for more than 90 days in~~  
812 ~~paying a monetary obligation due to the association, the~~  
813 ~~association may suspend the right of a unit owner or a unit's~~  
814 ~~occupant, licensee, or invitee to use common elements, common~~  
815 ~~facilities, or any other association property until the monetary~~  
816 ~~obligation is paid. This subsection does not apply to limited~~  
817 ~~common elements intended to be used only by that unit, common~~  
818 ~~elements that must be used to access the unit, utility services~~  
819 ~~provided to the unit, parking spaces, or elevators. The~~  
820 association may ~~also~~ levy reasonable fines for the failure of  
821 the owner of the unit, or its occupant, licensee, or invitee, to  
822 comply with any provision of the declaration, the association  
823 bylaws, or reasonable rules of the association. A fine may ~~does~~  
824 not become a lien against a unit. ~~A fine may not exceed \$100 per~~



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825 ~~violation. However,~~ A fine may be levied on the basis of each  
826 day of a continuing violation, with a single notice and  
827 opportunity for hearing. However, the fine may not exceed \$100  
828 per violation, or \$1,000 in the aggregate ~~exceed \$1,000~~.

829 (a) An association may suspend, for a reasonable period of  
830 time, the right of a unit owner, or a unit owner's tenant,  
831 guest, or invitee, to use the common elements, common  
832 facilities, or any other association property for failure to  
833 comply with any provision of the declaration, the association  
834 bylaws, or reasonable rules of the association.

835 (b) A fine or suspension may not be imposed ~~levied and a~~  
836 ~~suspension may not be imposed~~ unless the association first  
837 provides at least 14 days' written notice and an opportunity for  
838 a hearing to the unit owner and, if applicable, its occupant,  
839 licensee, or invitee. The hearing must be held before a  
840 committee of other unit owners who are neither board members nor  
841 persons residing in a board member's household. If the committee  
842 does not agree ~~with the fine or suspension,~~ the fine or  
843 suspension may not be ~~levied or~~ imposed.

844 (4) If a unit owner is more than 90 days delinquent in  
845 paying a monetary obligation due to the association, the  
846 association may suspend the right of the unit owner or the  
847 unit's occupant, licensee, or invitee to use common elements,  
848 common facilities, or any other association property until the  
849 monetary obligation is paid in full. This subsection does not  
850 apply to limited common elements intended to be used only by  
851 that unit, common elements needed to access the unit, utility  
852 services provided to the unit, parking spaces, or elevators. The  
853 notice and hearing requirements under subsection (3) do not



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854 apply to suspensions imposed under this subsection.

855 ~~(4) The notice and hearing requirements of subsection (3)~~  
856 ~~do not apply to the imposition of suspensions or fines against a~~  
857 ~~unit owner or a unit's occupant, licensee, or invitee because of~~  
858 ~~failing to pay any amounts due the association. If such a fine~~  
859 ~~or suspension is imposed, the association must levy the fine or~~  
860 ~~impose a reasonable suspension at a properly noticed board~~  
861 ~~meeting, and after the imposition of such fine or suspension,~~  
862 ~~the association must notify the unit owner and, if applicable,~~  
863 ~~the unit's occupant, licensee, or invitee by mail or hand~~  
864 ~~delivery.~~

865 (5) An association may ~~also~~ suspend the voting rights of a  
866 member due to nonpayment of any monetary obligation due to the  
867 association which is more than 90 days delinquent. If a member's  
868 voting rights are suspended, that member's suspension may not  
869 count for or against a proposed question. The suspension ends  
870 upon full payment of all obligations currently due or overdue  
871 the association. The notice and hearing requirements under  
872 subsection (3) do not apply to a suspension imposed under this  
873 subsection.

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

879 Section 7. Section 718.703, Florida Statutes, is amended to  
880 read:

881 718.703 Definitions.—As used in this part, the term:

882 (1) "Bulk assignee" means a person who is not a bulk buyer



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883 and who:

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

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

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

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

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

896  
897 A mortgagee or its assignee may not be deemed a bulk assignee or  
898 a developer by reason of the acquisition of condominium units  
899 and receipt of an assignment of some or all of a developer  
900 rights unless the mortgagee or its assignee exercises any of the  
901 developer rights other than those described in subsection (2).

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

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

909 (b) The right to be exempt from the payment of working  
910 capital contributions to the condominium association arising out  
911 of, or in connection with, the bulk buyer's acquisition of the a





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912 ~~bulk number of units; and~~

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

918       Section 8. Section 718.704, Florida Statutes, is amended to  
919 read:

920       718.704 Assignment and assumption of developer rights by  
921 bulk assignee; bulk buyer.—

922       (1) A bulk assignee is deemed to have assumed ~~assumes~~ and  
923 is liable for all duties and responsibilities of the developer  
924 under the declaration and this chapter upon its acquisition of  
925 title to units and continuously thereafter, except that it is  
926 not liable for:

927       (a) Warranties of the developer under s. 718.203(1) or s.  
928 718.618, except as expressly provided by the bulk assignee in a  
929 prospectus or offering circular, or the contract for purchase  
930 and sale executed with a purchaser, or for design, construction,  
931 development, or repair work performed by or on behalf of the  
932 such bulk assignee.†

933       (b) The obligation to:

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

936       2. Provide implied ~~converter~~ warranties on any portion of  
937 the condominium property except as expressly provided by the  
938 bulk assignee in a prospectus or offering circular, or the  
939 contract for purchase and sale executed with a purchaser, or for  
940 ~~and pertaining to any design, construction, development, or~~



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941 repair work performed by or on behalf of the bulk assignee.~~†~~

942 (c) The requirement to provide the association with a  
943 cumulative audit of the association's finances from the date of  
944 formation of the condominium association as required by s.  
945 718.301(4)(c). However, the bulk assignee must provide an audit  
946 for the period during which the bulk assignee elects or appoints  
947 a majority of the members of the board of administration.~~†~~

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

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

956  
957 The bulk assignee is ~~also~~ responsible only for delivering  
958 documents and materials in accordance with s. 718.705(3). A bulk  
959 assignee may expressly assume some or all of the developer  
960 obligations ~~of the developer~~ described in paragraphs (a)-(e).

961 (2) A bulk assignee assigned the developer right receiving  
962 ~~the assignment of the rights of the developer~~ to guarantee the  
963 level of assessments and fund budgetary deficits pursuant to s.  
964 718.116 assumes and is liable for all obligations of the  
965 developer with respect to such guarantee upon its acquisition of  
966 title to the units and continuously thereafter, including any  
967 applicable funding of reserves to the extent required by law,  
968 for as long as the guarantee remains in effect. A bulk assignee  
969 not receiving such assignment, or a bulk buyer, does not assume



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970 and is not liable for the obligations of the developer with  
971 respect to such guarantee, but is responsible for payment of  
972 assessments due on or after acquisition of the units in the same  
973 manner as all other owners of condominium parcels or as  
974 otherwise provided in s. 718.116.

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

980 (4) An acquirer of condominium parcels is not a bulk  
981 assignee or a bulk buyer if the transfer to such acquirer was  
982 made:

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

984 (b) With the intent to hinder, delay, or defraud any  
985 purchaser, unit owner, or the association; ~~or if the acquirer~~  
986 ~~is~~

987 (c) By a person who would be considered an insider under s.  
988 726.102(7).

989 (5) An assignment of developer rights to a bulk assignee  
990 may be made by a ~~the~~ developer, a previous bulk assignee, a  
991 mortgagee or assignee who has acquired title to the units and  
992 received an assignment of rights, or a court acting on behalf of  
993 the developer or the previous bulk assignee if such developer  
994 rights are held by the predecessor in title to the bulk  
995 assignee. At any particular time, there may not be ~~no~~ more than  
996 one bulk assignee within a condominium; however, ~~but~~ there may  
997 be more than one bulk buyer. If more than one acquirer of  
998 condominium parcels in the same condominium receives an



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999 assignment of developer rights in addition to those rights  
1000 described in s. 718.703(2) ~~from the same person,~~ the bulk  
1001 assignee is the acquirer whose instrument of assignment is  
1002 recorded first in the public records of the county in which the  
1003 condominium is located, and any subsequent purported bulk  
1004 assignee may still qualify as a bulk buyer.

1005 Section 9. Subsections (1) and (3) of section 718.705,  
1006 Florida Statutes, are amended to read:

1007 718.705 Board of administration; transfer of control.—

1008 (1) If at the time the bulk assignee acquires title to the  
1009 units and receives an assignment of developer rights, the  
1010 developer has not relinquished control of the board of  
1011 administration, for purposes of determining the timing for  
1012 transfer of control of the board of administration of the  
1013 association ~~to unit owners other than the developer under s.~~  
1014 ~~718.301(1) (a) and (b), if a bulk assignee is entitled to elect a~~  
1015 ~~majority of the members of the board,~~ a condominium parcel  
1016 acquired by the bulk assignee is not deemed to be conveyed to a  
1017 purchaser, or owned by an owner other than the developer, until  
1018 the condominium parcel is conveyed to an owner who is not a bulk  
1019 assignee.

1020 (3) If a bulk assignee relinquishes control of the board of  
1021 administration as set forth in s. 718.301, the bulk assignee  
1022 must deliver all of those items required by s. 718.301(4).  
1023 However, the bulk assignee is not required to deliver items and  
1024 documents not in the possession of the bulk assignee if some  
1025 items were or should have been in existence before the bulk  
1026 assignee's acquisition of the units ~~during the period during~~  
1027 ~~which the bulk assignee was entitled to elect at least a~~



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1028 ~~majority of the members of the board of administration.~~ In  
1029 conjunction with the acquisition of units ~~condominium parcels~~, a  
1030 bulk assignee shall undertake a good faith effort to obtain the  
1031 documents and materials that must be provided to the association  
1032 pursuant to s. 718.301(4). If the bulk assignee is not able to  
1033 obtain ~~all of~~ such documents and materials, the bulk assignee  
1034 must certify in writing to the association the names or  
1035 descriptions of the documents and materials that were not  
1036 obtainable by the bulk assignee. Delivery of the certificate  
1037 relieves the bulk assignee of responsibility for delivering the  
1038 documents and materials referenced in the certificate as  
1039 otherwise required under ss. 718.112 and 718.301 and this part.  
1040 The responsibility of the bulk assignee for the audit required  
1041 by s. 718.301(4) commences as of the date on which the bulk  
1042 assignee elected or appointed a majority of the members of the  
1043 board of administration.

1044 Section 10. Section 718.706, Florida Statutes, is amended  
1045 to read:

1046 718.706 Specific provisions pertaining to offering of units  
1047 by a bulk assignee or bulk buyer.—

1048 (1) Before offering more than seven ~~any~~ units in a single  
1049 condominium for sale or for lease for a term exceeding 5 years,  
1050 a bulk assignee or a bulk buyer must file the following  
1051 documents with the division and provide such documents to a  
1052 prospective purchaser or tenant:

1053 (a) An updated prospectus or offering circular, or a  
1054 supplement to the prospectus or offering circular, filed by the  
1055 original developer prepared in accordance with s. 718.504, which  
1056 must include the form of contract for sale and for lease in



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1057 compliance with s. 718.503(2);

1058 (b) An updated Frequently Asked Questions and Answers  
1059 sheet;

1060 (c) The executed escrow agreement if required under s.  
1061 718.202; and

1062 (d) The financial information required by s. 718.111(13).  
1063 However, if a financial information report did ~~does~~ not exist  
1064 ~~for the fiscal year~~ before the acquisition of title by the bulk  
1065 assignee or bulk buyer, and if ~~or~~ accounting records that ~~cannot~~  
1066 ~~be obtained in good faith by the bulk assignee or the bulk buyer~~  
1067 ~~which would~~ permit preparation of the required financial  
1068 information report for that period cannot be obtained despite  
1069 good faith efforts by the bulk assignee or the bulk buyer, the  
1070 bulk assignee or bulk buyer is excused from the requirement of  
1071 this paragraph. However, the bulk assignee or bulk buyer must  
1072 include in the purchase contract the following statement in  
1073 conspicuous type:

1074  
1075 ALL OR A PORTION OF THE FINANCIAL INFORMATION REPORT  
1076 REQUIRED UNDER S. 718.111(13) FOR THE TIME PERIOD BEFORE THE  
1077 SELLER'S ACQUISITION OF THE UNIT IMMEDIATELY PRECEDING FISCAL  
1078 YEAR OF THE ASSOCIATION IS NOT AVAILABLE OR CANNOT BE OBTAINED  
1079 DESPITE THE GOOD FAITH EFFORTS OF ~~CREATED BY~~ THE SELLER ~~DUE TO~~  
1080 ~~THE INSUFFICIENT ACCOUNTING RECORDS OF THE ASSOCIATION.~~

1081  
1082 (2) Before offering more than seven ~~any~~ units in a single  
1083 condominium for sale or for lease for a term exceeding 5 years,  
1084 a bulk assignee or a bulk buyer must file with the division and  
1085 provide to a prospective purchaser or tenant under a lease for a



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1086 term exceeding 5 years a disclosure statement that includes, but  
1087 is not limited to:

1088 (a) A description of any ~~rights~~ of the developer rights  
1089 that developer which have been assigned to the bulk assignee or  
1090 bulk buyer;

1091 (b) The following statement in conspicuous type:

1092

1093 THE SELLER IS NOT OBLIGATED FOR ANY WARRANTIES OF THE  
1094 DEVELOPER UNDER S. 718.203(1) OR S. 718.618, AS APPLICABLE,  
1095 EXCEPT FOR DESIGN, CONSTRUCTION, DEVELOPMENT, OR REPAIR WORK  
1096 PERFORMED BY OR ON BEHALF OF THE SELLER; and

1097

1098 (c) If the condominium is a conversion subject to part VI,  
1099 the following statement in conspicuous type:

1100

1101 THE SELLER HAS NO OBLIGATION TO FUND CONVERTER RESERVES OR  
1102 TO PROVIDE CONVERTER WARRANTIES UNDER S. 718.618 ON ANY PORTION  
1103 OF THE CONDOMINIUM PROPERTY EXCEPT AS ~~MAY BE~~ EXPRESSLY REQUIRED  
1104 OF THE SELLER IN THE CONTRACT FOR PURCHASE AND SALE EXECUTED BY  
1105 THE SELLER AND THE PREVIOUS DEVELOPER AND PERTAINING TO ANY  
1106 DESIGN, CONSTRUCTION, DEVELOPMENT, OR REPAIR WORK PERFORMED BY  
1107 OR ON BEHALF OF THE SELLER.

1108

1109 (3) A bulk assignee, while ~~it is~~ in control of the board of  
1110 administration of the association, may not authorize, on behalf  
1111 of the association:

1112 (a) The waiver of reserves or the reduction of funding of  
1113 the reserves pursuant to s. 718.112(2)(f)2., unless approved by  
1114 a majority of the voting interests not controlled by the



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1115 developer, bulk assignee, and bulk buyer; or

1116 (b) The use of reserve expenditures for other purposes  
1117 pursuant to s. 718.112(2)(f)3., unless approved by a majority of  
1118 the voting interests not controlled by the developer, bulk  
1119 assignee, and bulk buyer.

1120 (4) A bulk assignee or a bulk buyer must comply with ~~all~~  
1121 ~~the requirements of~~ s. 718.302 regarding any contracts entered  
1122 into by the association during the period the bulk assignee or  
1123 bulk buyer maintains control of the board of administration.  
1124 Unit owners shall be provided ~~afforded~~ all of the rights and ~~the~~  
1125 protections contained in s. 718.302 regarding agreements entered  
1126 into by the association which are under the control of ~~before~~  
1127 ~~unit owners other than~~ the developer, bulk assignee, or bulk  
1128 buyer ~~elected a majority of the board of administration.~~

1129 (5) Notwithstanding any other provision of this part, a  
1130 bulk assignee or a bulk buyer is not required to comply with the  
1131 filing or disclosure requirements of subsections (1) and (2) if  
1132 all of the units owned by the bulk assignee or bulk buyer are  
1133 offered and conveyed to a single purchaser in a single  
1134 transaction. ~~A bulk buyer must comply with the requirements~~  
1135 ~~contained in the declaration regarding any transfer of a unit,~~  
1136 ~~including sales, leases, and subleases. A bulk buyer is not~~  
1137 ~~entitled to any exemptions afforded a developer or successor~~  
1138 ~~developer under this chapter regarding the transfer of a unit,~~  
1139 ~~including sales, leases, or subleases.~~

1140 Section 11. Section 718.707, Florida Statutes, is amended  
1141 to read:

1142 718.707 Time limitation for classification as bulk assignee  
1143 or bulk buyer.—A person acquiring condominium parcels may not be





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1144 classified as a bulk assignee or bulk buyer unless the  
1145 condominium parcels were acquired on or after July 1, 2010, but  
1146 before July 1, 2012. The date of such acquisition shall be  
1147 determined by the date of recording ~~of~~ a deed or other  
1148 instrument of conveyance for such parcels in the public records  
1149 of the county in which the condominium is located, or by the  
1150 date of issuing ~~issuance of~~ a certificate of title in a  
1151 foreclosure proceeding with respect to such condominium parcels.

1152 Section 12. Subsections (3), (4), and (10) of section  
1153 719.108, Florida Statutes, is amended to read:

1154 719.108 Rents and assessments; liability; lien and  
1155 priority; interest; collection; cooperative ownership.—

1156 (3) Rents and assessments, and installments on them, not  
1157 paid when due bear interest at the rate provided in the  
1158 cooperative documents from the date due until paid. This rate  
1159 may not exceed the rate allowed by law~~7~~ and, if a rate is not  
1160 provided in the cooperative documents, ~~interest~~ accrues at 18  
1161 percent per annum. If the cooperative documents or bylaws so  
1162 provide, the association may charge an administrative late fee  
1163 in addition to such interest, ~~in an amount~~ not to exceed the  
1164 greater of \$25 or 5 percent of each installment of the  
1165 assessment for each delinquent installment that the payment is  
1166 late. The association may also charge for reasonable expenses  
1167 incurred by the association for collection services that are  
1168 reasonably related to the collection of the delinquent account  
1169 rendered by a community association manager or community  
1170 association management firm, as specified in a written agreement  
1171 with such community association manager or firm, and payable to  
1172 the community association manager or firm as a liquidated sum.



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1173 Any payment received by an association must be applied first to  
1174 any interest accrued by the association, then to any  
1175 administrative late fee, then to expenses for collection  
1176 services, then to any costs and reasonable attorney's fees  
1177 incurred in collection, and then to the delinquent assessment.  
1178 The foregoing applies notwithstanding any restrictive  
1179 endorsement, designation, or instruction placed on or  
1180 accompanying a payment. A late fee is not subject to chapter 687  
1181 or s. 719.303(3).

1182 (4) The association has a lien on each cooperative parcel  
1183 for any unpaid rents and assessments, plus interest, and any  
1184 authorized administrative late fees. The claim of lien also  
1185 secures reasonable expenses for collection services incurred  
1186 before filing a claim as provided in subsection (3), ~~and any~~  
1187 ~~reasonable costs for collection services for which the~~  
1188 ~~association has contracted against the unit owner of the~~  
1189 ~~cooperative parcel.~~ If authorized by the cooperative documents,  
1190 the lien also secures reasonable attorney's fees incurred by the  
1191 association incident to the collection of the rents and  
1192 assessments or enforcement of such lien. The lien is effective  
1193 from and after recording a claim of lien in the public records  
1194 in the county in which the cooperative parcel is located which  
1195 states the description of the cooperative parcel, the name of  
1196 the unit owner, the amount due, and the due dates. The lien  
1197 expires if a claim of lien is not filed within 1 year after the  
1198 date the assessment was due, and the lien does not continue for  
1199 longer than 1 year after the claim of lien has been recorded  
1200 unless, within that time, an action to enforce the lien is  
1201 commenced. Except as otherwise provided in this chapter, a lien



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1202 may not be filed by the association against a cooperative parcel  
1203 until 30 days after the date on which a notice of intent to file  
1204 a lien has been delivered to the owner.

1205 (a) The notice must be sent to the unit owner at the  
1206 address of the unit by first-class United States mail and:

1207 1. If the most recent address of the unit owner on the  
1208 records of the association is the address of the unit, the  
1209 notice must be sent by registered or certified mail, return  
1210 receipt requested, to the unit owner at the address of the unit.

1211 2. If the most recent address of the unit owner on the  
1212 records of the association is in the United States, but is not  
1213 the address of the unit, the notice must be sent by registered  
1214 or certified mail, return receipt requested, to the unit owner  
1215 at his or her most recent address.

1216 3. If the most recent address of the unit owner on the  
1217 records of the association is not in the United States, the  
1218 notice must be sent by first-class United States mail to the  
1219 unit owner at his or her most recent address.

1220 (b) A notice that is sent pursuant to this subsection is  
1221 deemed delivered upon mailing.

1222 (10) If the unit is occupied by a tenant and the unit owner  
1223 is delinquent in paying any monetary obligation due to the  
1224 association, the association may make a written demand that the  
1225 tenant pay rent to the association ~~the future monetary~~  
1226 ~~obligations related to the cooperative share to the association~~  
1227 ~~and continue to the tenant must~~ make such payments until all  
1228 monetary obligations of the unit owner related to the unit have  
1229 been paid in full to the association ~~payment. The demand is~~  
1230 ~~continuing in nature, and upon demand,~~ The tenant must pay the



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1231 rent ~~the monetary obligations~~ to the association until the  
1232 association releases the tenant or the tenant discontinues  
1233 tenancy in the unit. The association must mail written notice to  
1234 the unit owner of the association's demand that the tenant make  
1235 payments to the association. The association shall, upon  
1236 request, provide the tenant with written receipts for payments  
1237 made. A tenant ~~who acts in good faith in response to a written~~  
1238 ~~demand from an association~~ is immune from any claim by ~~from~~ the  
1239 unit owner related to the rent once the association has made  
1240 written demand. Any payment received from a tenant by the  
1241 association must be applied to the unit owner's oldest  
1242 delinquent monetary obligation.

1243 (a) If the tenant paid ~~prepaid~~ rent to the unit owner for a  
1244 given rental period before receiving the demand from the  
1245 association and provides written evidence of prepaying ~~paying~~  
1246 the rent to the association within 14 days after receiving the  
1247 demand, the tenant shall receive credit for the prepaid rent for  
1248 the applicable period but ~~and~~ must make any subsequent rental  
1249 payments to the association to be credited against the monetary  
1250 obligations of the unit owner ~~to the association.~~

1251 (b) The tenant is not liable for increases in the amount of  
1252 the regular monetary obligations due unless the tenant was  
1253 notified in writing of the increase at least 10 days before the  
1254 date on which the rent is due. The liability of the tenant may  
1255 not exceed the amount due from the tenant to the tenant's  
1256 landlord. The tenant's landlord shall provide the tenant a  
1257 credit against rents due to the unit owner in the amount of  
1258 moneys paid to the association ~~under this section.~~

1259 (c) The association may issue notices under s. 83.56 and



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1260 may sue for eviction under ss. 83.59-83.625 as if the  
1261 association were a landlord under part II of chapter 83 if the  
1262 tenant fails to pay a required payment. However, the association  
1263 is not otherwise considered a landlord under chapter 83 and  
1264 specifically has no obligations ~~duties~~ under s. 83.51.

1265 (d) The tenant does not, by virtue of payment of monetary  
1266 obligations, have any of the rights of a unit owner to vote in  
1267 any election or to examine the books and records of the  
1268 association.

1269 (e) A court may supersede the effect of this subsection by  
1270 appointing a receiver.

1271 Section 13. Subsection (3) of section 719.303, Florida  
1272 Statutes, is amended, and subsections (4), (5), and (6) are  
1273 added to that section, to read:

1274 719.303 Obligations of owners.—

1275 (3) ~~If the cooperative documents so provide,~~ The  
1276 association may levy reasonable fines ~~against a unit owner~~ for  
1277 failure of the unit owner or the unit's occupant, his or her  
1278 licensee, or invitee ~~or the unit's occupant~~ to comply with any  
1279 provision of the cooperative documents or reasonable rules of  
1280 the association. A fine may not ~~No fine shall~~ become a lien  
1281 against a unit. ~~No fine shall exceed \$100 per violation.~~  
1282 ~~However,~~ A fine may be levied on the basis of each day of a  
1283 continuing violation, with a single notice and opportunity for  
1284 hearing. However, the fine may not exceed \$100 per violation, or  
1285 \$1,000 ~~provided that no such fine shall~~ in the aggregate ~~exceed~~  
1286 \$1,000.

1287 (a) An association may suspend, for a reasonable period of  
1288 time, the right of a unit owner, or a unit owner's tenant,



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1289 guest, or invitee, to use the common elements, common  
1290 facilities, or any other association property for failure to  
1291 comply with any provision of the cooperative documents or  
1292 reasonable rules of the association.

1293 (b) A ~~No~~ fine or suspension may not be imposed levied  
1294 except after giving reasonable notice and opportunity for a  
1295 hearing to the unit owner and, if applicable, the unit's his or  
1296 her licensee or invitee. The hearing ~~must~~ shall be held before a  
1297 committee of other unit owners. If the committee does not agree  
1298 with the fine or suspension, it may ~~shall~~ not be imposed levied.  
1299 ~~This subsection does not apply to unoccupied units.~~

1300 (4) If a unit owner is more than 90 days delinquent in  
1301 paying a monetary obligation due to the association, the  
1302 association may suspend the right of the unit owner or the  
1303 unit's occupant, licensee, or invitee to use common elements,  
1304 common facilities, or any other association property until the  
1305 monetary obligation is paid in full. This subsection does not  
1306 apply to limited common elements intended to be used only by  
1307 that unit, common elements needed to access the unit, utility  
1308 services provided to the unit, parking spaces, or elevators. The  
1309 notice and hearing requirements under subsection (3) do not  
1310 apply to suspensions imposed under this subsection.

1311 (5) An association may suspend the voting rights of a  
1312 member due to nonpayment of any monetary obligation due to the  
1313 association which is more than 90 days delinquent. The  
1314 suspension ends upon full payment of all obligations currently  
1315 due or overdue the association. The notice and hearing  
1316 requirements under subsection (3) do not apply to a suspension  
1317 imposed under this subsection.



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1318           (6) All suspensions imposed pursuant to subsection (4) or  
1319 subsection (5) must be approved at a properly noticed board  
1320 meeting. Upon approval, the association must notify the unit  
1321 owner and, if applicable, the unit's occupant, licensee, or  
1322 invitee by mail or hand delivery.

1323           Section 14. Subsection (3) of section 720.3085, Florida  
1324 Statutes, is amended to read:

1325           720.3085 Payment for assessments; lien claims.—

1326           (3) Assessments and installments on assessments that are  
1327 not paid when due bear interest from the due date until paid at  
1328 the rate provided in the declaration of covenants or the bylaws  
1329 of the association, which rate may not exceed the rate allowed  
1330 by law. If no rate is provided in the declaration or bylaws,  
1331 interest accrues at the rate of 18 percent per year.

1332           (a) If the declaration or bylaws so provide, the  
1333 association may also charge an administrative late fee ~~in an~~  
1334 ~~amount~~ not to exceed the greater of \$25 or 5 percent of the  
1335 amount of each installment that is paid past the due date.

1336           (b) The association may also charge for reasonable expenses  
1337 incurred by the association for collection services that are  
1338 reasonably related to the collection of the delinquent account  
1339 rendered by a community association manager or community  
1340 association management firm, as specified in a written agreement  
1341 with such community association manager or firm, and payable to  
1342 the community association manager or firm as a liquidated sum.

1343           (c) ~~(b)~~ Any payment received by an association and accepted  
1344 shall be applied first to any interest accrued, then to any  
1345 administrative late fee, then to expenses for collection  
1346 services as provided under paragraph (b), then to any costs and



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1347 reasonable attorney's fees incurred in collection, and then to  
1348 the delinquent assessment. This paragraph applies  
1349 notwithstanding any restrictive endorsement, designation, or  
1350 instruction placed on or accompanying a payment. A late fee is  
1351 not subject to the provisions of chapter 687 and is not a fine.

1352 Section 15. Paragraph (c) of subsection (5) of section  
1353 720.303, Florida Statutes, is amended to read:

1354 720.303 Association powers and duties; meetings of board;  
1355 official records; budgets; financial reporting; association  
1356 funds; recalls.—

1357 (5) INSPECTION AND COPYING OF RECORDS.—The official records  
1358 shall be maintained within the state and must be open to  
1359 inspection and available for photocopying by members or their  
1360 authorized agents at reasonable times and places within 10  
1361 business days after receipt of a written request for access.  
1362 This subsection may be complied with by having a copy of the  
1363 official records available for inspection or copying in the  
1364 community. If the association has a photocopy machine available  
1365 where the records are maintained, it must provide parcel owners  
1366 with copies on request during the inspection if the entire  
1367 request is limited to no more than 25 pages.

1368 (c) The association may adopt reasonable written rules  
1369 governing the frequency, time, location, notice, records to be  
1370 inspected, and manner of inspections, but may not require a  
1371 parcel owner to demonstrate any proper purpose for the  
1372 inspection, state any reason for the inspection, or limit a  
1373 parcel owner's right to inspect records to less than one 8-hour  
1374 business day per month. The association may impose fees to cover  
1375 the costs of providing copies of the official records,





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1376 including, without limitation, the costs of copying. The  
1377 association may charge up to 50 cents per page for copies made  
1378 on the association's photocopier. If the association does not  
1379 have a photocopy machine available where the records are kept,  
1380 or if the records requested to be copied exceed 25 pages in  
1381 length, the association may have copies made by an outside  
1382 vendor or association management company personnel and may  
1383 charge the actual cost of copying, including any reasonable  
1384 costs involving personnel fees and charges at an hourly rate for  
1385 vendor or employee time to cover administrative costs to the  
1386 vendor or association. The association shall maintain an  
1387 adequate number of copies of the recorded governing documents,  
1388 to ensure their availability to members and prospective members.  
1389 Notwithstanding this paragraph, the following records are not  
1390 accessible to members or parcel owners:

1391 1. Any record protected by the lawyer-client privilege as  
1392 described in s. 90.502 and any record protected by the work-  
1393 product privilege, including, but not limited to, a ~~any~~ record  
1394 prepared by an association attorney or prepared at the  
1395 attorney's express direction which reflects a mental impression,  
1396 conclusion, litigation strategy, or legal theory of the attorney  
1397 or the association and which was prepared exclusively for civil  
1398 or criminal litigation or for adversarial administrative  
1399 proceedings or which was prepared in anticipation of such  
1400 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~  
1401 ~~administrative~~ proceedings until the conclusion of the  
1402 litigation or ~~administrative~~ proceedings.

1403 2. Information obtained by an association in connection  
1404 with the approval of the lease, sale, or other transfer of a



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1405 parcel.

1406 3. Personnel records of the association's employees,  
1407 including, but not limited to, disciplinary, payroll, health,  
1408 and insurance records. For purposes of this paragraph, the term  
1409 "personnel records" does not include written employment  
1410 agreements with an association employee or budgetary or  
1411 financial records that indicate the compensation paid to an  
1412 association employee.

1413 4. Medical records of parcel owners or community residents.

1414 5. Social security numbers, driver's license numbers,  
1415 credit card numbers, electronic mailing addresses, telephone  
1416 numbers, facsimile numbers, emergency contact information, any  
1417 addresses for a parcel owner other than as provided for  
1418 association notice requirements, and other personal identifying  
1419 information of any person, excluding the person's name, parcel  
1420 designation, mailing address, and property address. However, an  
1421 owner may consent in writing to the disclosure of protected  
1422 information described in this subparagraph. The association is  
1423 not liable for the disclosure of information that is protected  
1424 under this subparagraph if the information is included in an  
1425 official record of the association and is voluntarily provided  
1426 by an owner and not requested by the association.

1427 6. Any electronic security measure that is used by the  
1428 association to safeguard data, including passwords.

1429 7. The software and operating system used by the  
1430 association which allows the manipulation of data, even if the  
1431 owner owns a copy of the same software used by the association.  
1432 The data is part of the official records of the association.

1433 Section 16. Subsections (2) and (3) of section 720.305,



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1434 Florida Statutes, are amended and renumbered as subsections (3)  
1435 and (4), respectively, and subsection (5) is added to that  
1436 section, to read:

1437 720.305 Obligations of members; remedies at law or in  
1438 equity; levy of fines and suspension of use rights.-

1439 (2) The association ~~If a member is delinquent for more than~~  
1440 ~~90 days in paying a monetary obligation due the association, an~~  
1441 ~~association may suspend, until such monetary obligation is paid,~~  
1442 ~~the rights of a member or a member's tenants, guests, or~~  
1443 ~~invitees, or both, to use common areas and facilities and may~~  
1444 levy reasonable fines of up to \$100 per violation, against any  
1445 member or any member's tenant, guest, or invitee for the failure  
1446 of the owner of the parcel, or its occupant, licensee, or  
1447 invitee, to comply with any provision of the declaration, the  
1448 association bylaws, or reasonable rules of the association. A  
1449 fine may be levied for each day of a continuing violation, with  
1450 a single notice and opportunity for hearing, except that the a  
1451 fine may not exceed \$1,000 in the aggregate unless otherwise  
1452 provided in the governing documents. A fine of less than \$1,000  
1453 may not become a lien against a parcel. In any action to recover  
1454 a fine, the prevailing party is entitled to ~~collect its~~  
1455 reasonable attorney's fees and costs from the nonprevailing  
1456 party as determined by the court.

1457 (a) An association may suspend, for a reasonable period of  
1458 time, the right of a member, or a member's tenant, guest, or  
1459 invitee, to use common areas and facilities for the failure of  
1460 the owner of the parcel, or its occupant, licensee, or invitee,  
1461 to comply with any provision of the declaration, the association  
1462 bylaws, or reasonable rules of the association. ~~The provisions~~



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1463 ~~regarding the suspension of use rights do not apply to the~~  
1464 ~~portion of common areas that must be used to provide access to~~  
1465 ~~the parcel or utility services provided to the parcel.~~

1466 (b)(a) A fine or suspension may not be imposed without at  
1467 least 14 days' notice to the person sought to be fined or  
1468 suspended and an opportunity for a hearing before a committee of  
1469 at least three members appointed by the board who are not  
1470 officers, directors, or employees of the association, or the  
1471 spouse, parent, child, brother, or sister of an officer,  
1472 director, or employee. If the committee, by majority vote, does  
1473 not approve a proposed fine or suspension, it may not be  
1474 imposed. If the association imposes a fine or suspension, the  
1475 association must provide written notice of such fine or  
1476 suspension by mail or hand delivery to the parcel owner and, if  
1477 applicable, to any tenant, licensee, or invitee of the parcel  
1478 owner.

1479 (3) If a member is more than 90 days delinquent in paying a  
1480 monetary obligation due to the association, the association may  
1481 suspend the right of the member, or the member's tenant, guest,  
1482 or invitee, to use common areas and facilities until the  
1483 monetary obligation is paid in full. The subsection does not  
1484 apply to that portion of common areas used to provide access to  
1485 the parcel or to utility services provided to the parcel.

1486 ~~(b)~~ Suspension does ~~of common-area-use rights~~ do not impair  
1487 the right of an owner or tenant of a parcel to have vehicular  
1488 and pedestrian ingress to and egress from the parcel, including,  
1489 but not limited to, the right to park. The notice and hearing  
1490 requirements under subsection (2) do not apply to a suspension  
1491 imposed under this subsection.



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1492           ~~(4)(3) If the governing documents so provide,~~ An  
1493 association may suspend the voting rights of a member for the  
1494 nonpayment of any monetary obligation that is more than regular  
1495 ~~annual assessments that are delinquent in excess of 90 days~~  
1496 delinquent. The notice and hearing requirements under subsection  
1497 (2) do not apply to a suspension imposed under this subsection.  
1498 The suspension ends upon full payment of all obligations  
1499 currently due or overdue to the association.

1500           (5) All suspensions imposed pursuant to subsection (3) or  
1501 subsection (4) must be approved at a properly noticed board  
1502 meeting. Upon approval, the association must notify the parcel  
1503 owner and, if applicable, the parcel's occupant, licensee, or  
1504 invitee by mail or hand delivery.

1505           Section 17. Paragraph (a) of subsection (1) and subsection  
1506 (8) of section 720.3085, Florida Statutes, are amended to read:

1507           720.3085 Payment for assessments; lien claims.—

1508           (1) When authorized by the governing documents, the  
1509 association has a lien on each parcel to secure the payment of  
1510 assessments and other amounts provided for by this section.  
1511 Except as otherwise set forth in this section, the lien is  
1512 effective from and shall relate back to the date on which the  
1513 original declaration of the community was recorded. However, as  
1514 to first mortgages of record, the lien is effective from and  
1515 after recording of a claim of lien in the public records of the  
1516 county in which the parcel is located. This subsection does not  
1517 bestow upon any lien, mortgage, or certified judgment of record  
1518 on July 1, 2008, including the lien for unpaid assessments  
1519 created in this section, a priority that, by law, the lien,  
1520 mortgage, or judgment did not have before July 1, 2008.



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1521 (a) To be valid, a claim of lien must state the description  
1522 of the parcel, the name of the record owner, the name and  
1523 address of the association, the assessment amount due, and the  
1524 due date. The claim of lien secures ~~shall secure~~ all unpaid  
1525 assessments that are due and that may accrue subsequent to the  
1526 recording of the claim of lien and before entry of a certificate  
1527 of title, as well as interest, late charges, and reasonable  
1528 costs and attorney's fees incurred by the association incident  
1529 to the collection process. The claim of lien also secures  
1530 reasonable expenses for collection services incurred before  
1531 filing a claim as provided in subsection (3). The person making  
1532 ~~the~~ payment is entitled to a satisfaction of the lien upon  
1533 payment in full.

1534 (8) If the parcel is occupied by a tenant and the parcel  
1535 owner is delinquent in paying any monetary obligation due to the  
1536 association, the association may demand that the tenant pay rent  
1537 to the association and continue to make such payments until all  
1538 the monetary obligations of the parcel owner related to the  
1539 parcel have been paid in full and ~~the future monetary~~  
1540 ~~obligations related to the parcel. The demand is continuing in~~  
1541 ~~nature, and upon demand, the tenant must continue to pay the~~  
1542 ~~monetary obligations until~~ the association releases the tenant  
1543 or until the tenant discontinues tenancy in the parcel. A tenant  
1544 ~~who acts in good faith in response to a written demand from an~~  
1545 ~~association~~ is immune from any claim by ~~from~~ the parcel owner  
1546 related to the rent once the association has made written  
1547 demand. Any payment received from a tenant by the association  
1548 must be applied to the parcel owner's oldest delinquent monetary  
1549 obligation.



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1550           (a) If the tenant paid ~~prepaid~~ rent to the parcel owner for  
1551 a given rental period before receiving the demand from the  
1552 association and provides written evidence of prepaying ~~paying~~  
1553 the rent to the association within 14 days after receiving the  
1554 demand, the tenant shall receive credit for the prepaid rent for  
1555 the applicable period but ~~and~~ must make any subsequent rental  
1556 payments to the association to be credited against the monetary  
1557 obligations of the parcel owner to the association. The  
1558 association shall, upon request, provide the tenant with written  
1559 receipts for payments made. The association shall mail written  
1560 notice to the parcel owner of the association's demand that the  
1561 tenant pay monetary obligations to the association.

1562           (b) The tenant is not liable for increases in the amount of  
1563 the monetary obligations due unless the tenant was notified in  
1564 writing of the increase at least 10 days before the date on  
1565 which the rent is due. The liability of the tenant may not  
1566 exceed the amount due from the tenant to the tenant's landlord.  
1567 The tenant shall be given a credit against rents due to the  
1568 parcel owner in the amount of assessments paid to the  
1569 association.

1570           (c) The association may issue notices under s. 83.56 and  
1571 may sue for eviction under ss. 83.59-83.625 as if the  
1572 association were a landlord under part II of chapter 83 if the  
1573 tenant fails to pay a monetary obligation. However, the  
1574 association is not otherwise considered a landlord under chapter  
1575 83 and specifically has no obligations ~~duties~~ under s. 83.51.

1576           (d) The tenant does not, by virtue of payment of monetary  
1577 obligations, have any of the rights of a parcel owner to vote in  
1578 any election or to examine the books and records of the



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1579 association.

1580 (e) A court may supersede the effect of this subsection by  
1581 appointing a receiver.

1582 Section 18. Section 720.309, Florida Statutes, is amended  
1583 to read:

1584 720.309 Agreements entered into by the association.—

1585 (1) Any grant or reservation made by any document, and any  
1586 contract that has with a term greater than ~~in excess of~~ 10  
1587 years, that is made by an association before control of the  
1588 association is turned over to the members other than the  
1589 developer, and that provides ~~which provide~~ for the operation,  
1590 maintenance, or management of the association or common areas,  
1591 must be fair and reasonable.

1592 (2) If the governing documents provide for the cost of  
1593 communication services as defined in s. 202.11, information  
1594 services or Internet services obtained pursuant to a bulk  
1595 contract shall be deemed an operating expense of the  
1596 association. If the governing documents do not provide for such  
1597 services, the board may contract for the services, and the cost  
1598 shall be deemed an operating expense of the association but must  
1599 be allocated on a per-parcel basis rather than a percentage  
1600 basis, notwithstanding that the governing documents provide for  
1601 other than an equal sharing of operating expenses. Any contract  
1602 entered into before July 1, 2011, in which the cost of the  
1603 service is not equally divided among all parcel owners may be  
1604 changed by a majority of the voting interests present at a  
1605 regular or special meeting of the association in order to  
1606 allocate the cost equally among all parcels.

1607 (a) Any contract entered into may be canceled by a majority





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1608 of the voting interests present at the next regular or special  
1609 meeting of the association, whichever occurs first. Any member  
1610 may make a motion to cancel such contract, but if no motion is  
1611 made or if such motion fails to obtain the required vote, the  
1612 contract shall be deemed ratified for the term expressed  
1613 therein.

1614 (b) Any contract entered into must provide, and shall be  
1615 deemed to provide if not expressly set forth therein, that a  
1616 hearing-impaired or legally blind parcel owner who does not  
1617 occupy the parcel along with a nonhearing-impaired or sighted  
1618 person, or a parcel owner who receives supplemental security  
1619 income under Title XVI of the Social Security Act or food stamps  
1620 as administered by the Department of Children and Family  
1621 Services pursuant to s. 414.31, may discontinue the service  
1622 without incurring disconnect fees, penalties, or subsequent  
1623 service charges, and may not be required to pay any operating  
1624 expenses charge related to such service for those parcels. If  
1625 fewer than all parcel owners share the expenses of the  
1626 communication services, information services, or Internet  
1627 services, the expense must be shared by all participating parcel  
1628 owners. The association may use the provisions of s. 720.3085 to  
1629 enforce payment by the parcel owners receiving such services.

1630 (c) A resident of any parcel, whether a tenant or parcel  
1631 owner, may not be denied access to available franchised,  
1632 licensed, or certificated cable or video service providers if  
1633 the resident pays the provider directly for services. A resident  
1634 or a cable or video service provider may not be required to pay  
1635 anything of value in order to obtain or provide such service  
1636 except for the charges normally paid for like services by



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1637 residents of single-family homes located outside the community  
1638 but within the same franchised, licensed, or certificated area,  
1639 and except for installation charges agreed to between the  
1640 resident and the service provider.

1641 Section 19. This act shall take effect July 1, 2011.

1642

1643 ===== T I T L E A M E N D M E N T =====

1644 And the title is amended as follows:

1645 Delete everything before the enacting clause  
1646 and insert:

1647

A bill to be entitled

1648

An act relating to condominium, cooperative, and

1649

homeowners' associations; amending s. 718.111, F.S.;

1650

revising provisions relating to the official records

1651

of condominium associations; providing for disclosure

1652

of employment agreements or compensation paid to

1653

association employees; amending s. 718.112, F.S.;

1654

revising provisions relating to bylaws; providing that

1655

board of administration meetings discussing personnel

1656

matters are not open to unit members; revising

1657

requirements for electing the board of directors;

1658

providing for continued office and for filling

1659

vacancies under certain circumstances; specifying unit

1660

owner eligibility for board membership; requiring that

1661

certain educational curriculum be completed within a

1662

specified time before the election or appointment of a

1663

board director; amending s. 718.114, F.S.; requiring

1664

the vote or written consent of a majority of the

1665

voting interests before a condominium association may



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1666 enter into certain agreements to acquire leaseholds,  
1667 memberships, or other possessory or use interests;  
1668 amending s. 718.116, F.S.; revising provisions  
1669 relating to condominium assessments; authorizing the  
1670 association to charge for collection services for  
1671 delinquent accounts; authorizing a claim of lien to  
1672 secure reasonable expenses for collection services for  
1673 a delinquent account; requiring any rent payments  
1674 received by an association from a tenant to be applied  
1675 to the oldest delinquent monetary obligation of a unit  
1676 owner; amending s. 718.117, F.S.; providing procedures  
1677 and requirements for partial termination of a  
1678 condominium property; requiring that a lien against a  
1679 condominium unit being terminated be transferred to  
1680 the proceeds of sale for that property; amending s.  
1681 718.303, F.S.; revising provisions relating to  
1682 imposing remedies against a delinquent unit owner or  
1683 occupant; providing for the suspension of certain  
1684 rights of use or voting rights; requiring that the  
1685 suspension of certain rights of use or voting rights  
1686 be approved at a noticed board meeting; amending s.  
1687 718.703, F.S.; redefining the term "bulk assignee" for  
1688 purposes of the Distressed Condominium Relief Act;  
1689 amending s. 718.704, F.S.; revising provisions  
1690 relating to the assignment of developer rights by a  
1691 bulk assignee; amending s. 718.705, F.S.; revising  
1692 provisions relating to the transfer of control of a  
1693 condominium board of administration to unit owners;  
1694 amending s. 718.706, F.S.; revising provisions



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1695 relating to the offering of units by a bulk assignee  
1696 or bulk buyer; amending s. 718.707, F.S.; revising the  
1697 time limitation for classification as a bulk assignee  
1698 or bulk buyer; amending s. 719.108, F.S.; authorizing  
1699 an association to charge for collection services for  
1700 delinquent accounts; authorizing a claim of lien to  
1701 secure reasonable expenses for collection services for  
1702 a delinquent account; requiring any rent payments  
1703 received by a cooperative association from a tenant to  
1704 be applied to the oldest delinquent monetary  
1705 obligation of a unit owner; amending s. 719.303, F.S.;  
1706 revising provisions relating to imposing remedies  
1707 against a delinquent unit owner or occupant; providing  
1708 for the suspension of certain rights of use or voting  
1709 rights; requiring that the suspension of certain  
1710 rights of use or voting rights be approved at a  
1711 noticed board meeting; amending s. 720.303, F.S.;  
1712 revising provisions relating to records that are not  
1713 accessible to members of a homeowners' association;  
1714 providing for disclosure of employment agreements and  
1715 compensation paid to association employees; amending  
1716 s. 720.305, F.S.; revising provisions relating to  
1717 imposing remedies against a delinquent member of a  
1718 homeowners' association; requiring that the suspension  
1719 of certain rights of use or voting rights be approved  
1720 at a noticed board meeting; amending s. 720.3085,  
1721 F.S.; authorizing an association to charge for  
1722 collection services for delinquent accounts;  
1723 authorizing a claim of lien to secure expenses for



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1724 collection services for a delinquent account;  
1725 requiring any rent payments received by an association  
1726 from a tenant to be applied to the oldest delinquent  
1727 monetary obligation of a parcel owner; amending s.  
1728 720.309, F.S.; providing for the allocation of  
1729 communication services by a homeowners' association;  
1730 providing for the cancellation of communication  
1731 contracts; providing that hearing-impaired or legally  
1732 blind owners and owners receiving certain supplemental  
1733 security income or food stamps may discontinue the  
1734 service without incurring costs; providing that  
1735 residents may not be denied access to available  
1736 franchised, licensed, or certificated cable or video  
1737 service providers; providing an effective date.