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LEGISLATIVE ACTION

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

Senate Amendment (with title amendment)

Delete everything after the enacting clause
and insert:

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

633.0215 Florida Fire Prevention Code.—

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



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14 existing law.

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

17 718.111 The association.—

18 (12) OFFICIAL RECORDS.—

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

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

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

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

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

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

34 6. A book or books that ~~which~~ contain the minutes of all
35 meetings of the association, ~~of~~ the board of administration, and
36 the ~~of~~ unit owners, which minutes must be retained for at least
37 7 years.

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



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43 ~~electronic transmission~~ of ~~these~~ unit owners consenting to
44 receive notice by electronic transmission. The electronic
45 mailing addresses and facsimile telephone numbers may not be
46 accessible to unit owners ~~must be removed from association~~
47 ~~records~~ if consent to receive notice by electronic transmission
48 is not provided in accordance with subparagraph (c)5 ~~revoked~~.
49 However, the association is not liable for an erroneous
50 disclosure of the electronic mail address or facsimile ~~the~~
51 number for receiving electronic transmission of notices.

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

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

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

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



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

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

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

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

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

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

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

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

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

97 (c) The official records of the association are open to
98 inspection by any association member or the authorized
99 representative of such member at all reasonable times. The right
100 to inspect the records includes the right to make or obtain



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101 copies, at the reasonable expense, if any, of the member. The
102 association may adopt reasonable rules regarding the frequency,
103 time, location, notice, and manner of record inspections and
104 copying. The failure of an association to provide the records
105 within 10 working days after receipt of a written request
106 creates a rebuttable presumption that the association willfully
107 failed to comply with this paragraph. A unit owner who is denied
108 access to official records is entitled to the actual damages or
109 minimum damages for the association's willful failure to comply.
110 Minimum damages are ~~shall be~~ \$50 per calendar day for up to 10
111 days, beginning ~~the calculation to begin~~ on the 11th working day
112 after receipt of the written request. The failure to permit
113 inspection ~~of the association records as provided herein~~
114 entitles any person prevailing in an enforcement action to
115 recover reasonable attorney's fees from the person in control of
116 the records who, directly or indirectly, knowingly denied access
117 to the records. Any person who knowingly or intentionally
118 defaces or destroys accounting records that are required ~~by this~~
119 ~~chapter~~ to be maintained under this chapter during the period
120 for which such records are required to be maintained, or who
121 knowingly or intentionally fails to create or maintain
122 accounting records that are required to be created or
123 maintained, with the intent of causing harm to the association
124 or one or more of its members, is personally subject to a civil
125 penalty pursuant to s. 718.501(1)(d). The association shall
126 maintain an adequate number of copies of the declaration,
127 articles of incorporation, bylaws, and rules, and all amendments
128 to each of the foregoing, as well as the question and answer
129 sheet as described ~~provided for~~ in s. 718.504 and year-end



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130 financial information required under ~~in~~ this section, on the
131 condominium property to ensure their availability to unit owners
132 and prospective purchasers, and may charge its actual costs for
133 preparing and furnishing these documents to those requesting the
134 documents. Notwithstanding ~~the provisions of~~ this paragraph, the
135 following records are not accessible to unit owners:

136 1. Any record protected by the lawyer-client privilege as
137 described in s. 90.502; and any record protected by the work-
138 product privilege, including a ~~any~~ record prepared by an
139 association attorney or prepared at the attorney's express
140 direction, ~~+~~ which reflects a mental impression, conclusion,
141 litigation strategy, or legal theory of the attorney or the
142 association, and which was prepared exclusively for civil or
143 criminal litigation or for adversarial administrative
144 proceedings, or which was prepared in anticipation of such
145 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~
146 ~~administrative~~ proceedings until the conclusion of the
147 litigation or ~~adversarial administrative~~ proceedings.

148 2. Information obtained by an association in connection
149 with the approval of the lease, sale, or other transfer of a
150 unit.

151 3. Personnel records of association or management company
152 employees, including, but not limited to, disciplinary, payroll,
153 health, and insurance records. For purposes of this
154 subparagraph, the term "personnel records" does not include
155 written employment agreements with an association employee or
156 budgetary or financial records that indicate the compensation
157 paid to an association employee.

158 4. Medical records of unit owners.



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159 5. Social security numbers, driver's license numbers,
160 credit card numbers, e-mail addresses, telephone numbers,
161 facsimile numbers, emergency contact information, ~~any~~ addresses
162 of a unit owner ~~other than as provided to fulfill the~~
163 ~~association's notice requirements~~, and other personal
164 identifying information of any person, excluding the person's
165 name, unit designation, mailing address, ~~and~~ property address,
166 and any address, e-mail address, or facsimile number provided to
167 the association to fulfill the association's notice
168 requirements. However, an owner may consent in writing to the
169 disclosure of protected information described in this
170 subparagraph. The association is not liable for the disclosure
171 of information that is protected under this subparagraph if the
172 information is included in an official record of the association
173 and is voluntarily provided by an owner and not requested by the
174 association.

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

177 7. The software and operating system used by the
178 association which allow the ~~allows~~ manipulation of data, even if
179 the owner owns a copy of the same software used by the
180 association. The data is part of the official records of the
181 association.

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

184 718.112 Bylaws.—

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



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

189 1. Unless a lower number is provided in the bylaws, the
190 percentage of voting interests required to constitute a quorum
191 at a meeting of the members is ~~shall be~~ a majority of the voting
192 interests. Unless otherwise provided in this chapter or in the
193 declaration, articles of incorporation, or bylaws, and except as
194 provided in subparagraph (d)4. ~~(d)3.~~, decisions shall be made by
195 ~~owners of~~ a majority of the voting interests represented at a
196 meeting at which a quorum is present.

197 2. Except as specifically otherwise provided herein, ~~after~~
198 ~~January 1, 1992,~~ unit owners may not vote by general proxy, but
199 may vote by limited proxies substantially conforming to a
200 limited proxy form adopted by the division. A ~~No~~ voting interest
201 or consent right allocated to a unit owned by the association
202 may not ~~shall~~ be exercised or considered for any purpose,
203 whether for a quorum, an election, or otherwise. Limited proxies
204 and general proxies may be used to establish a quorum. Limited
205 proxies shall be used for votes taken to waive or reduce
206 reserves in accordance with subparagraph (f)2.; for votes taken
207 to waive the financial reporting requirements of s. 718.111(13);
208 for votes taken to amend the declaration pursuant to s. 718.110;
209 for votes taken to amend the articles of incorporation or bylaws
210 pursuant to this section; and for any other matter for which
211 this chapter requires or permits a vote of the unit owners.
212 Except as provided in paragraph (d), a ~~after January 1, 1992,~~ no
213 proxy, limited or general, may not ~~shall~~ be used in the election
214 of board members. General proxies may be used for other matters
215 for which limited proxies are not required, and may ~~also~~ be used
216 in voting for nonsubstantive changes to items for which a



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217 limited proxy is required and given. Notwithstanding ~~the~~
218 ~~provisions of~~ this subparagraph, unit owners may vote in person
219 at unit owner meetings. This subparagraph does not ~~Nothing~~
220 ~~contained herein shall~~ limit the use of general proxies or
221 require the use of limited proxies for any agenda item or
222 election at any meeting of a timeshare condominium association.

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

229 4. A member of the board of administration or a committee
230 may submit in writing his or her agreement or disagreement with
231 any action taken at a meeting that the member did not attend.
232 This agreement or disagreement may not be used as a vote for or
233 against the action taken or to create ~~and may not be used for~~
234 ~~the purposes of creating~~ a quorum.

235 5. If ~~When~~ any of the board or committee members meet by
236 telephone conference, those board or committee members ~~attending~~
237 ~~by telephone conference~~ may be counted toward obtaining a quorum
238 and may vote by telephone. A telephone speaker must be used so
239 that the conversation of those ~~board or committee~~ members
240 ~~attending by telephone~~ may be heard by the board or committee
241 members attending in person as well as by any unit owners
242 present at a meeting.

243 (c) *Board of administration meetings.*—Meetings of the board
244 of administration at which a quorum of the members is present
245 are ~~shall be~~ open to all unit owners. A ~~Any~~ unit owner may tape



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246 record or videotape the meetings ~~of the board of administration~~.
247 The right to attend such meetings includes the right to speak at
248 such meetings with reference to all designated agenda items. The
249 division shall adopt reasonable rules governing the tape
250 recording and videotaping of the meeting. The association may
251 adopt written reasonable rules governing the frequency,
252 duration, and manner of unit owner statements.

253 1. Adequate notice of all board meetings, which must ~~notice~~
254 ~~shall~~ specifically identify all ~~incorporate an identification of~~
255 agenda items, must ~~shall~~ be posted conspicuously on the
256 condominium property at least 48 continuous hours before
257 ~~preceding~~ the meeting except in an emergency. If 20 percent of
258 the voting interests petition the board to address an item of
259 business, the board ~~shall~~ at its next regular board meeting or
260 at a special meeting of the board, but not later than 60 days
261 after the receipt of the petition, shall place the item on the
262 agenda. Any item not included on the notice may be taken up on
263 an emergency basis by at least a majority plus one of the board
264 ~~members of the board~~. Such emergency action must ~~shall~~ be
265 noticed and ratified at the next regular board meeting ~~of the~~
266 ~~board~~. However, written notice of any meeting at which
267 nonemergency special assessments, or at which amendment to rules
268 regarding unit use, will be considered must ~~shall~~ be mailed,
269 delivered, or electronically transmitted to the unit owners and
270 posted conspicuously on the condominium property at least ~~not~~
271 ~~less than~~ 14 days before ~~prior to~~ the meeting. Evidence of
272 compliance with this 14-day notice requirement ~~must~~ ~~shall~~ be
273 made by an affidavit executed by the person providing the notice
274 and filed with ~~among~~ the official records of the association.



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275 Upon notice to the unit owners, the board shall, by duly adopted
276 rule, designate a specific location on the condominium ~~property~~
277 or association property where ~~upon which~~ all notices of board
278 meetings are to ~~shall~~ be posted. If there is no condominium
279 property or association property where ~~upon which~~ notices can be
280 posted, notices ~~of board meetings~~ shall be mailed, delivered, or
281 electronically transmitted at least 14 days before the meeting
282 to the owner of each unit. In lieu of or in addition to the
283 physical posting of the notice ~~of any meeting of the board of~~
284 ~~administration~~ on the condominium property, the association may,
285 by reasonable rule, adopt a procedure for conspicuously posting
286 and repeatedly broadcasting the notice and the agenda on a
287 closed-circuit cable television system serving the condominium
288 association. However, if broadcast notice is used in lieu of a
289 notice ~~posted~~ physically posted on ~~the~~ condominium property, the
290 notice and agenda must be broadcast at least four times every
291 broadcast hour of each day that a posted notice is otherwise
292 required under this section. If ~~When~~ broadcast notice is
293 provided, the notice and agenda must be broadcast in a manner
294 and for a sufficient continuous length of time so as to allow an
295 average reader to observe the notice and read and comprehend the
296 entire content of the notice and the agenda. Notice of any
297 meeting in which regular or special assessments against unit
298 owners are to be considered for any reason must ~~shall~~
299 specifically state that assessments will be considered and
300 provide the nature, estimated cost, and description of the
301 purposes for such assessments.

302 2. Meetings of a committee to take final action on behalf
303 of the board or make recommendations to the board regarding the



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304 association budget are subject to ~~the provisions of~~ this
305 paragraph. Meetings of a committee that does not take final
306 action on behalf of the board or make recommendations to the
307 board regarding the association budget are subject to ~~the~~
308 ~~provisions of~~ this section, unless those meetings are exempted
309 from this section by the bylaws of the association.

310 3. Notwithstanding any other law, the requirement that
311 board meetings and committee meetings be open to the unit owners
312 does not apply is inapplicable to:

313 a. Meetings between the board or a committee and the
314 association's attorney, with respect to proposed or pending
315 litigation, if when the meeting is held for the purpose of
316 seeking or rendering legal advice; or

317 b. Board meetings held for the purpose of discussing
318 personnel matters.

319 (d) *Unit owner meetings.*—

320 1. An annual meeting of the unit owners shall be held at
321 the location provided in the association bylaws and, if the
322 bylaws are silent as to the location, the meeting shall be held
323 within 45 miles of the condominium property. However, such
324 distance requirement does not apply to an association governing
325 a timeshare condominium.

326 2. Unless the bylaws provide otherwise, a vacancy on the
327 board caused by the expiration of a director's term shall be
328 filled by electing a new board member, and the election must be
329 by secret ballot. An election is not required ~~However,~~ if the
330 number of vacancies equals or exceeds the number of candidates, ~~an election is not required.~~ For purposes of this paragraph, the
331 term "candidate" means an eligible person who has timely
332



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333 submitted the written notice, as described in sub-subparagraph
334 4.a., of his or her intention to become a candidate. Except in a
335 timeshare condominium, or if the staggered term of a board
336 member does not expire until a later annual meeting, or if all
337 members terms would otherwise expire but there are no
338 candidates, the terms of all board members ~~of the board~~ expire
339 at the annual meeting, and such ~~board~~ members may stand for
340 reelection unless prohibited ~~otherwise permitted~~ by the bylaws.
341 If the bylaws permit staggered terms of no more than 2 years and
342 upon approval of a majority of the total voting interests, the
343 association board members may serve 2-year staggered terms. If
344 the number of board members whose terms expire at the annual
345 meeting equals or have expired exceeds the number of candidates,
346 the candidates become members of the board effective upon the
347 adjournment of the annual meeting. Unless the bylaws provide
348 otherwise, any remaining vacancies shall be filled by the
349 affirmative vote of the majority of the directors making up the
350 newly constituted board even if the directors constitute less
351 than a quorum or there is only one director ~~eligible members~~
352 ~~showing interest in or demonstrating an intention to run for the~~
353 ~~vacant positions, each board member whose term has expired is~~
354 ~~eligible for reappointment to the board of administration and~~
355 ~~need not stand for reelection.~~ In a condominium association of
356 more than 10 units or in a condominium association that does not
357 include timeshare units or timeshare interests, coowners of a
358 unit may not serve as members of the board of directors at the
359 same time unless they own more than one unit or unless there are
360 not enough eligible candidates to fill the vacancies on the
361 board at the time of the vacancy. Any unit owner desiring to be



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362 a candidate for board membership must comply with sub-
363 subparagraph 4.a. and must be eligible to serve on the board of
364 directors at the time of the deadline for submitting a notice of
365 intent to run, and continuously thereafter, in order to have his
366 or her name listed as a proper candidate on the ballot or to
367 serve on the board ~~3.a.~~ A person who has been suspended or
368 removed by the division under this chapter, or who is delinquent
369 in the payment of any fee, fine, or special or regular
370 assessment as provided in paragraph (n), is not eligible for
371 board membership. A person who has been convicted of any felony
372 in this state or in a United States District or Territorial
373 Court, or who has been convicted of any offense in another
374 jurisdiction which ~~that~~ would be considered a felony if
375 committed in this state, is not eligible for board membership
376 unless such felon's civil rights have been restored for at least
377 5 years as of the date ~~on which~~ such person seeks election to
378 the board. The validity of an action by the board is not
379 affected if it is later determined that a board member ~~of the~~
380 ~~board~~ is ineligible for board membership due to having been
381 convicted of a felony.

382 ~~3.2.~~ The bylaws must provide the method of calling meetings
383 of unit owners, including annual meetings. Written notice, ~~which~~
384 must include an agenda, must ~~shall~~ be mailed, hand delivered, or
385 electronically transmitted to each unit owner at least 14 days
386 before the annual meeting, and must be posted in a conspicuous
387 place on the condominium property at least 14 continuous days
388 before ~~preceding~~ the annual meeting. Upon notice to the unit
389 owners, the board shall, by duly adopted rule, designate a
390 specific location on the condominium property or association



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391 property where ~~upon which~~ all notices of unit owner meetings
392 shall be posted. This requirement does not apply ~~However,~~ if
393 there is no condominium property or association property for
394 posting ~~upon which notices can be posted,~~ ~~this requirement does~~
395 ~~not apply.~~ In lieu of, or in addition to, the physical posting
396 of meeting notices, the association may, by reasonable rule,
397 adopt a procedure for conspicuously posting and repeatedly
398 broadcasting the notice and the agenda on a closed-circuit cable
399 television system serving the condominium association. However,
400 if broadcast notice is used ~~in lieu of a notice posted~~
401 ~~physically on the condominium property,~~ the notice and agenda
402 must be broadcast at least four times every broadcast hour of
403 each day that a posted notice is otherwise required under this
404 section. If broadcast notice is provided, the notice and agenda
405 must be broadcast in a manner and for a sufficient continuous
406 length of time so as to allow an average reader to observe the
407 notice and read and comprehend the entire content of the notice
408 and the agenda. Unless a unit owner waives in writing the right
409 to receive notice of the annual meeting, such notice must be
410 hand delivered, mailed, or electronically transmitted to each
411 unit owner. Notice for meetings and notice for all other
412 purposes must be mailed to each unit owner at the address last
413 furnished to the association by the unit owner, or hand
414 delivered to each unit owner. However, if a unit is owned by
415 more than one person, the association must ~~shall~~ provide notice,
416 ~~for meetings and all other purposes,~~ to the ~~that one~~ address
417 that ~~which~~ the developer initially identifies for that purpose
418 and thereafter as one or more of the owners of the unit ~~shall~~
419 advise the association in writing, or if no address is given or



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420 the owners of the unit do not agree, to the address provided on
421 the deed of record. An officer of the association, or the
422 manager or other person providing notice of the association
423 meeting, must ~~shall~~ provide an affidavit or United States Postal
424 Service certificate of mailing, to be included in the official
425 records of the association affirming that the notice was mailed
426 or hand delivered, in accordance with this provision.

427 ~~4.3.~~ The members of the board shall be elected by written
428 ballot or voting machine. Proxies may not be used in electing
429 the board in general elections or elections to fill vacancies
430 caused by recall, resignation, or otherwise, unless otherwise
431 provided in this chapter.

432 a. At least 60 days before a scheduled election, the
433 association shall mail, deliver, or electronically transmit,
434 ~~whether~~ by separate association mailing or included in another
435 association mailing, delivery, or transmission, including
436 regularly published newsletters, to each unit owner entitled to
437 a vote, a first notice of the date of the election. Any unit
438 owner or other eligible person desiring to be a candidate for
439 the board must give written notice of his or her intent to be a
440 candidate to the association at least 40 days before a scheduled
441 election. Together with the written notice and agenda as set
442 forth in subparagraph 3. 2., the association shall mail,
443 deliver, or electronically transmit a second notice of the
444 election to all unit owners entitled to vote, together with a
445 ballot that lists all candidates. Upon request of a candidate,
446 an information sheet, no larger than 8 1/2 inches by 11 inches,
447 which must be furnished by the candidate at least 35 days before
448 the election, must be included with the mailing, delivery, or



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449 transmission of the ballot, with the costs of mailing, delivery,
450 or electronic transmission and copying to be borne by the
451 association. The association is not liable for the contents of
452 the information sheets prepared by the candidates. In order to
453 reduce costs, the association may print or duplicate the
454 information sheets on both sides of the paper. The division
455 shall by rule establish voting procedures consistent with this
456 sub-subparagraph, including rules establishing procedures for
457 giving notice by electronic transmission and rules providing for
458 the secrecy of ballots. Elections shall be decided by a
459 plurality of ~~these~~ ballots cast. There is no quorum requirement;
460 however, at least 20 percent of the eligible voters must cast a
461 ballot in order to have a valid election ~~of members of the~~
462 ~~board~~. A unit owner may not permit any other person to vote his
463 or her ballot, and any ballots improperly cast are invalid. A,
464 ~~provided any~~ unit owner who violates this provision may be fined
465 by the association in accordance with s. 718.303. A unit owner
466 who needs assistance in casting the ballot for the reasons
467 stated in s. 101.051 may obtain such assistance. The regular
468 election must occur on the date of the annual meeting. ~~This sub-~~
469 ~~subparagraph does not apply to timeshare condominium~~
470 ~~associations~~. Notwithstanding this sub-subparagraph, an election
471 is not required unless more candidates file notices of intent to
472 run or are nominated than board vacancies exist.

473 b. Within 90 days after being elected or appointed to the
474 board, each newly elected or appointed director shall certify in
475 writing to the secretary of the association that he or she has
476 read the association's declaration of condominium, articles of
477 incorporation, bylaws, and current written policies; that he or



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478 she will work to uphold such documents and policies to the best
479 of his or her ability; and that he or she will faithfully
480 discharge his or her fiduciary responsibility to the
481 association's members. In lieu of this written certification,
482 within 90 days after being elected or appointed to the board,
483 the newly elected or appointed director may submit a certificate
484 of having satisfactorily completed ~~satisfactory completion of~~
485 the educational curriculum administered by a division-approved
486 condominium education provider within 1 year before or 90 days
487 after the date of election or appointment. The written
488 certification or educational certificate is valid and does not
489 have to be resubmitted as long as the director serves on the
490 board without interruption. A director who fails to timely file
491 the written certification or educational certificate is
492 suspended from service on the board until he or she complies
493 with this sub-subparagraph. The board may temporarily fill the
494 vacancy during the period of suspension. The secretary shall
495 cause the association to retain a director's written
496 certification or educational certificate for inspection by the
497 members for 5 years after a director's election. Failure to have
498 such written certification or educational certificate on file
499 does not affect the validity of any board action.

500 5.4- Any approval by unit owners called for by this chapter
501 or the applicable declaration or bylaws, including, but not
502 limited to, the approval requirement in s. 718.111(8), must
503 ~~shall~~ be made at a duly noticed meeting of unit owners and is
504 subject to all requirements of this chapter or the applicable
505 condominium documents relating to unit owner decisionmaking,
506 except that unit owners may take action by written agreement,



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507 without meetings, on matters for which action by written
508 agreement without meetings is expressly allowed by the
509 applicable bylaws or declaration or any law ~~statute~~ that
510 provides for such action.

511 ~~6.5.~~ Unit owners may waive notice of specific meetings if
512 allowed by the applicable bylaws or declaration or any law
513 ~~statute~~. If authorized by the bylaws, notice of meetings of the
514 board of administration, unit owner meetings, except unit owner
515 meetings called to recall board members under paragraph (j), and
516 committee meetings may be given by electronic transmission to
517 unit owners who consent to receive notice by electronic
518 transmission.

519 ~~7.6.~~ Unit owners ~~shall~~ have the right to participate in
520 meetings of unit owners with reference to all designated agenda
521 items. However, the association may adopt reasonable rules
522 governing the frequency, duration, and manner of unit owner
523 participation.

524 ~~8.7.~~ A ~~Any~~ unit owner may tape record or videotape a
525 meeting of the unit owners subject to reasonable rules adopted
526 by the division.

527 ~~9.8.~~ Unless otherwise provided in the bylaws, any vacancy
528 occurring on the board before the expiration of a term may be
529 filled by the affirmative vote of the majority of the remaining
530 directors, even if the remaining directors constitute less than
531 a quorum, or by the sole remaining director. In the alternative,
532 a board may hold an election to fill the vacancy, in which case
533 the election procedures must conform to ~~the requirements of sub-~~
534 subparagraph 4.a. ~~3.a.~~ unless the association governs 10 units
535 or fewer and has opted out of the statutory election process, in



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536 which case the bylaws of the association control. Unless
537 otherwise provided in the bylaws, a board member appointed or
538 elected under this section shall fill the vacancy for the
539 unexpired term of the seat being filled. Filling vacancies
540 created by recall is governed by paragraph (j) and rules adopted
541 by the division.

542 10. This chapter does not limit the use of general or
543 limited proxies, require the use of general or limited proxies,
544 or require the use of a written ballot or voting machine for any
545 agenda item or election at any meeting of a timeshare
546 condominium association.

547
548 Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a.
549 ~~(d)3.a.~~, an association of 10 or fewer units may, by affirmative
550 vote of a majority of the total voting interests, provide for
551 different voting and election procedures in its bylaws, which
552 ~~vote~~ may be by a proxy specifically delineating the different
553 voting and election procedures. The different voting and
554 election procedures may provide for elections to be conducted by
555 limited or general proxy.

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

558 718.113 Maintenance; limitation upon improvement; display
559 of flag; hurricane shutters; display of religious decorations.-

560 (5) Each board of administration shall adopt hurricane
561 shutter specifications for each building within each condominium
562 operated by the association which ~~shall~~ include color, style,
563 and other factors deemed relevant by the board. All
564 specifications adopted by the board must ~~shall~~ comply with the



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565 applicable building code.

566 (a) The board may, subject to ~~the provisions of s.~~
567 718.3026~~7~~ and the approval of a majority of voting interests of
568 the condominium, install hurricane shutters, impact glass or
569 other code-compliant windows, or hurricane protection that
570 complies with or exceeds the applicable building code. However,
571 ~~or both, except that~~ a vote of the owners is not required if the
572 maintenance, repair, and replacement of hurricane shutters,
573 impact glass, or other code-compliant windows ~~or other forms of~~
574 ~~hurricane protection~~ are the responsibility of the association
575 pursuant to the declaration of condominium. If ~~However, where~~
576 hurricane protection or laminated glass or window film
577 architecturally designed to function as hurricane protection
578 which complies with or exceeds the current applicable building
579 code has been previously installed, the board may not install
580 hurricane shutters, ~~or other~~ hurricane protection, or impact
581 glass or other code-compliant windows except upon approval by a
582 majority vote of the voting interests.

583 (b) The association is ~~shall be~~ responsible for the
584 maintenance, repair, and replacement of the hurricane shutters
585 or other hurricane protection authorized by this subsection if
586 such hurricane shutters or other hurricane protection is the
587 responsibility of the association pursuant to the declaration of
588 condominium. If the hurricane shutters or other hurricane
589 protection is ~~authorized by this subsection~~ are the
590 responsibility of the unit owners pursuant to the declaration of
591 condominium, the responsibility for the maintenance, repair, and
592 replacement of such items is ~~shall be~~ the responsibility of the
593 unit owner.



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594 (c) The board may operate shutters installed pursuant to
595 this subsection without permission of the unit owners only if
596 ~~where~~ such operation is necessary to preserve and protect the
597 condominium property and association property. The installation,
598 replacement, operation, repair, and maintenance of such shutters
599 in accordance with the procedures set forth in this paragraph
600 are herein shall not be deemed a material alteration to the
601 common elements or association property within the meaning of
602 this section.

603 (d) Notwithstanding any other provision ~~to the contrary~~ in
604 the condominium documents, if approval is required by the
605 documents, a board may shall not refuse to approve the
606 installation or replacement of hurricane shutters by a unit
607 owner conforming to the specifications adopted by the board.

608 Section 5. Section 718.114, Florida Statutes, is amended to
609 read:

610 718.114 Association powers.—An association may has the
611 ~~power to~~ enter into agreements, to acquire leaseholds,
612 memberships, and other possessory or use interests in lands or
613 facilities such as country clubs, golf courses, marinas, and
614 other recreational facilities, . It has this power whether or not
615 the lands or facilities are contiguous to the lands of the
616 condominium, if such lands and facilities ~~they~~ are intended to
617 provide enjoyment, recreation, or other use or benefit to the
618 unit owners. All of these leaseholds, memberships, and other
619 possessory or use interests existing or created at the time of
620 recording the declaration must be stated and fully described in
621 the declaration. Subsequent to the recording of the declaration,
622 agreements acquiring these leaseholds, memberships, or other



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623 possessory or use interests which are not entered into within 12
624 months following the recording of the declaration are ~~shall be~~
625 ~~considered~~ a material alteration or substantial addition to the
626 real property that is association property, and the association
627 may not acquire or enter into such agreements ~~acquiring these~~
628 ~~leaseholds, memberships, or other possessory or use interests~~
629 except upon a vote of, or written consent by, a majority of the
630 total voting interests or as authorized by the declaration as
631 provided in s. 718.113. The declaration may provide that the
632 rental, membership fees, operations, replacements, and other
633 expenses are common expenses and may impose covenants and
634 restrictions concerning their use and may contain other
635 provisions not inconsistent with this chapter. A condominium
636 association may conduct bingo games as provided in s. 849.0931.

637 Section 6. Subsections (1) and (3), paragraph (b) of
638 subsection (5), and subsection (11) of section 718.116, Florida
639 Statutes, are amended to read:

640 718.116 Assessments; liability; lien and priority;
641 interest; collection.-

642 (1) ~~(a)~~ A unit owner, regardless of how his or her title has
643 been acquired, including by purchase at a foreclosure sale or by
644 deed in lieu of foreclosure, is liable for all assessments which
645 come due while he or she is the unit owner. ~~Additionally,~~ A unit
646 owner is also jointly and severally liable with the previous
647 owner for all unpaid assessments that came due up to the time of
648 transfer of title. This liability is without prejudice to any
649 right the owner may have to recover from the previous owner the
650 amounts paid by the owner.

651 (a) ~~(b)~~ The liability of a first mortgagee or its successor



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652 or assignees who acquire title to a unit by foreclosure or by
653 deed in lieu of foreclosure for the unpaid assessments that
654 became due before the mortgagee's acquisition of title is
655 limited to the lesser of:

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

660 2. One percent of the original mortgage debt.
661

662 The provisions of this paragraph apply only if the first
663 mortgagee joined the association as a defendant in the
664 foreclosure action. Joinder of the association is not required
665 if, on the date the complaint is filed, the association was
666 dissolved or did not maintain an office or agent for service of
667 process at a location that ~~which~~ was known to or reasonably
668 discoverable by the mortgagee.

669 (b) An association, or its successor or assignee, which
670 acquires title to a unit through the foreclosure of its lien for
671 assessments is not liable for any unpaid assessments, late fees,
672 interest, or reasonable attorney's fees and costs that came due
673 before the association's acquisition of title in favor of any
674 other association, as defined in s. 718.103(2) or s. 720.301(9),
675 which holds a superior lien interest on the unit. This paragraph
676 is intended to clarify existing law.

677 (c) The person acquiring title shall pay the amount owed to
678 the association within 30 days after transfer of title. Failure
679 to pay the full amount when due entitles ~~shall entitle~~ the
680 association to record a claim of lien against the parcel and



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681 proceed in the same manner as provided in this section for the
682 collection of unpaid assessments.

683 (d) With respect to each timeshare unit, each owner of a
684 timeshare estate ~~therein~~ is jointly and severally liable for the
685 payment of all assessments and other charges levied against or
686 with respect to that unit pursuant to the declaration or bylaws,
687 except to the extent that the declaration or bylaws may
688 otherwise provide ~~to the contrary~~.

689 (e) Notwithstanding ~~the provisions of~~ paragraph (a) ~~(b)~~, a
690 first mortgagee or its successor or assignees who acquire title
691 to a condominium unit as a result of the foreclosure of the
692 mortgage or by deed in lieu of foreclosure of the mortgage are
693 ~~shall be~~ exempt from liability for all unpaid assessments
694 attributable to the parcel or chargeable to the previous owner
695 which came due before ~~prior to~~ acquisition of title if the first
696 mortgage was recorded before ~~prior to~~ April 1, 1992. ~~If,~~
697 However, if the first mortgage was recorded on or after April 1,
698 1992, or if on the date the mortgage was recorded, the
699 declaration included language incorporating by reference future
700 amendments to this chapter, ~~the provisions of~~ paragraph (a) ~~does~~
701 ~~(b)~~ shall apply.

702 (f) The provisions of this subsection are intended to
703 clarify existing law, and are ~~shall not be~~ available if ~~in any~~
704 ~~case where~~ the unpaid assessments sought to be recovered by the
705 association are secured by a lien recorded before ~~prior to~~ the
706 recording of the mortgage. Notwithstanding ~~the provisions of~~
707 chapter 48, the association is ~~shall be~~ a proper party to
708 intervene in any foreclosure proceeding to seek equitable
709 relief.



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

713 (3) Assessments and installments on assessments which are
714 not paid when due bear interest at the rate provided in the
715 declaration, from the due date until paid. ~~The~~ This rate may not
716 exceed the rate allowed by law, and, if no rate is provided in
717 the declaration, interest accrues at the rate of 18 percent per
718 year. ~~Also,~~ If provided by the declaration or bylaws, the
719 association may, in addition to such interest, charge an
720 administrative late fee of up to the greater of \$25 or 5 percent
721 of ~~each installment of the assessment for~~ each delinquent
722 installment for which the payment is late. Any payment received
723 by an association must be applied first to any interest accrued
724 by the association, then to any administrative late fee, then to
725 any costs and reasonable attorney's fees incurred in collection,
726 and then to the delinquent assessment. The foregoing applies ~~is~~
727 ~~applicable~~ notwithstanding any restrictive endorsement,
728 designation, or instruction placed on or accompanying a payment.
729 A late fee is not subject to chapter 687 or s. 718.303(4)
730 ~~718.303(3)~~.

731 (5)

732 (b) To be valid, a claim of lien must state the description
733 of the condominium parcel, the name of the record owner, the
734 name and address of the association, the amount due, and the due
735 dates. It must be executed and acknowledged by an officer or
736 authorized agent of the association. The lien is not effective
737 ~~longer than~~ 1 year after the claim of lien was recorded unless,
738 within that time, an action to enforce the lien is commenced.



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739 The 1-year period is automatically extended for any length of
740 time during which the association is prevented from filing a
741 foreclosure action by an automatic stay resulting from a
742 bankruptcy petition filed by the parcel owner or any other
743 person claiming an interest in the parcel. The claim of lien
744 secures all unpaid assessments that are due and that may accrue
745 after the claim of lien is recorded and through the entry of a
746 final judgment, as well as interest and all reasonable costs and
747 attorney's fees incurred by the association incident to the
748 collection process. Upon payment in full, the person making the
749 payment is entitled to a satisfaction of the lien.

750
751 After notice of contest of lien has been recorded, the clerk of
752 the circuit court shall mail a copy of the recorded notice to
753 the association by certified mail, return receipt requested, at
754 the address shown in the claim of lien or most recent amendment
755 to it and shall certify to the service on the face of the
756 notice. Service is complete upon mailing. After service, the
757 association has 90 days in which to file an action to enforce
758 the lien; and, if the action is not filed within the 90-day
759 period, the lien is void. However, the 90-day period shall be
760 extended for any length of time that the association is
761 prevented from filing its action because of an automatic stay
762 resulting from the filing of a bankruptcy petition by the unit
763 owner or by any other person claiming an interest in the parcel.

764 (11) If the unit is occupied by a tenant and the unit owner
765 is delinquent in paying any monetary obligation due to the
766 association, the association may make a written demand that the
767 tenant pay subsequent rental payments to the association ~~the~~



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768 ~~future monetary obligations related to the condominium unit to~~
769 ~~the association,~~ and continue to the tenant must make such
770 payments until all monetary obligations of the unit owner
771 related to the unit have been paid in full to the association
772 payment. ~~The demand is continuing in nature and, upon demand,~~
773 The tenant must pay rent ~~the monetary obligations~~ to the
774 association until the association releases the tenant or the
775 tenant discontinues tenancy in the unit. ~~The association must~~
776 ~~mail written notice to the unit owner of the association's~~
777 ~~demand that the tenant make payments to the association.~~ The
778 association shall, upon request, provide the tenant with written
779 receipts for payments made. A tenant who acts in good faith in
780 response to a written demand from an association is immune from
781 any claim by ~~from~~ the unit owner.

782 (a) The association must provide written notice to the unit
783 owner of the association's demand that the tenant make payments
784 to the association. Such notice must be made by hand delivery or
785 United States mail and in substantially the following form:

787 Pursuant to s. 718.116(11), Florida Statutes, the
788 association hereby demands that you pay your rent
789 directly to the condominium association and continue
790 until the association notifies you otherwise.

791 Payment due the association may be in the same
792 form you paid your landlord and must be sent by U.S.
793 Mail or hand delivered to (...full address...) and
794 payable to (...name...).

795 Your obligation to pay your rent to the
796 association begins immediately, unless you have



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797 already paid rent to your landlord for the current
798 period before receiving this notice. In such case, you
799 must provide the association written proof of your
800 payment within 14 days after receiving this notice,
801 and your obligation to pay rent to the association
802 begins with the next rental period.

803 Section 7.116(11), Florida Statutes, also
804 provides that your payment of rent to the association
805 gives you complete immunity from any claim for the
806 rent by your landlord for all amounts timely paid to
807 the association.

808
809 (b)-(a) If the tenant paid prepaid rent to the landlord or
810 unit owner for a given rental period before receiving the demand
811 from the association and provides written evidence to the
812 association of having paid paying the rent to the association
813 within 14 days after receiving the demand, the tenant shall
814 begin making rental payments for the following rental period and
815 continue making receive credit for the prepaid rent for the
816 applicable period and must make any subsequent rental payments
817 to the association to be credited against the monetary
818 obligations of the unit owner until to the association releases
819 the tenant or the tenant discontinues tenancy in the unit.

820 (c)-(b) The tenant is not liable for increases in the amount
821 of the monetary obligations due unless the tenant was notified
822 in writing of the increase at least 10 days before the date the
823 rent is due. The liability of the tenant may not exceed the
824 amount due from the tenant to the tenant's landlord. The
825 tenant's landlord shall provide the tenant a credit against



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826 rents due to the landlord ~~unit owner~~ in the amount of moneys
827 paid to the association ~~under this section~~.

828 (d) ~~(e)~~ The association may issue notices under s. 83.56 and
829 ~~may~~ sue for eviction under ss. 83.59-83.625 as if the
830 association were a landlord under part II of chapter 83 if the
831 tenant fails to pay a required payment to the association.
832 However, the association is not otherwise considered a landlord
833 under chapter 83 and specifically has no obligations ~~duties~~
834 under s. 83.51.

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

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

841 Section 8. Paragraph (c) is added to subsection (2) of
842 section 718.117, Florida Statutes, and subsections (3), (4), and
843 (11), paragraphs (a) and (d) of subsection (12), subsection
844 (14), paragraph (a) of subsection (17), and subsections (18) and
845 (19) of that section are amended, to read:

846 718.117 Termination of condominium.—

847 (2) TERMINATION BECAUSE OF ECONOMIC WASTE OR
848 IMPOSSIBILITY.—

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

854 1. Within 10 days after filing the petition, and in lieu of



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855 the requirements of paragraph (15)(a), the petitioner shall
856 record the proposed plan of termination and mail copies of the
857 plan and the petition to:

858 a. Each member of the board of directors of the association
859 identified in the most recent annual report filed with the
860 department of state and the registered agent of the association
861 if the association has not been dissolved as a matter of law;

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

863 c. Each unit owner and each timeshare estate owner at the
864 address reflected in the official records of the association, or
865 if the association records cannot be obtained by the petitioner,
866 each unit owner and each timeshare estate owner at the address
867 listed in the office of the tax collector for tax notices; and

868 d. Each holder of a recorded mortgage lien affecting a unit
869 or timeshare estate at the address appearing on the recorded
870 mortgage or any recorded assignment thereof.

871 2. The association as class representative if it has not
872 been dissolved as a matter of law, the managing entity as
873 defined in s. 721.05, any unit owner, timeshare estate owner, or
874 holder of a recorded mortgage lien affecting a unit or timeshare
875 estate may intervene in the proceedings to contest the proposed
876 plan of termination brought pursuant to this paragraph. The
877 provisions of subsection (9), to the extent inconsistent with
878 this paragraph, and subsection (16) are not applicable to a
879 party contesting a plan of termination under this paragraph. If
880 no party intervenes to contest the proposed plan within 45 days
881 after filing the petition, the petitioner may move the court to
882 enter a final judgment authorizing that the plan of termination
883 be implemented. If a party timely intervenes to contest the



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884 proposed plan, the plan may not be implemented until a final
885 judgment has been entered by the court finding that the proposed
886 plan of termination is fair and reasonable and authorizing
887 implementation of the plan.

888 (3) OPTIONAL TERMINATION.—Except as provided in subsection
889 (2) or unless the declaration provides for a lower percentage,
890 the condominium form of ownership ~~of the property~~ may be
891 terminated for all or a portion of the condominium property
892 pursuant to a plan of termination approved by at least 80
893 percent of the total voting interests of the condominium if no
894 ~~not~~ more than 10 percent of the total voting interests of the
895 condominium have rejected the plan of termination by negative
896 vote or by providing written objections ~~thereto~~. This subsection
897 does not apply to condominiums in which 75 percent or more of
898 the units are timeshare units.

899 (4) EXEMPTION.—A plan of termination is not an amendment
900 subject to s. 718.110(4). In a partial termination, a plan of
901 termination is not an amendment subject to s. 718.110(4) if the
902 ownership share of the common elements of a surviving unit in
903 the condominium remains in the same proportion to the surviving
904 units as it was before the partial termination.

905 (11) PLAN OF TERMINATION; OPTIONAL PROVISIONS; CONDITIONAL
906 TERMINATION.—

907 (a) The plan of termination may provide that each unit
908 owner retains the exclusive right of possession to the portion
909 of the real estate which ~~that~~ formerly constituted the unit if,
910 ~~in which case~~ the plan specifies ~~must specify~~ the conditions of
911 possession. In a partial termination, the plan of termination as
912 specified in subsection (10) must also identify the units that



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913 survive the partial termination and provide that such units
914 remain in the condominium form of ownership pursuant to an
915 amendment to the declaration of condominium or an amended and
916 restated declaration. In a partial termination, title to the
917 surviving units and common elements that remain part of the
918 condominium property specified in the plan of termination remain
919 vested in the ownership shown in the public records and do not
920 vest in the termination trustee.

921 (b) In a conditional termination, the plan must specify the
922 conditions for termination. A conditional plan does not vest
923 title in the termination trustee until the plan and a
924 certificate executed by the association with the formalities of
925 a deed, confirming that the conditions in the conditional plan
926 have been satisfied or waived by the requisite percentage of the
927 voting interests, have been recorded. In a partial termination,
928 the plan does not vest title to the surviving units or common
929 elements that remain part of the condominium property in the
930 termination trustee.

931 (12) ALLOCATION OF PROCEEDS OF SALE OF CONDOMINIUM
932 PROPERTY.—

933 (a) Unless the declaration expressly provides for the
934 allocation of the proceeds of sale of condominium property, the
935 plan of termination must first apportion the proceeds between
936 the aggregate value of all units and the value of the common
937 elements, based on their respective fair market values
938 immediately before the termination, as determined by one or more
939 independent appraisers selected by the association or
940 termination trustee. In a partial termination, the aggregate
941 values of the units and common elements that are being



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942 terminated must be separately determined, and the plan of
943 termination must specify the allocation of the proceeds of sale
944 for the units and common elements.

945 (d) Liens that encumber a unit shall be transferred to the
946 proceeds of sale of the condominium property and the proceeds of
947 sale or other distribution of association property, common
948 surplus, or other association assets attributable to such unit
949 in their same priority. In a partial termination, liens that
950 encumber a unit being terminated must be transferred to the
951 proceeds of sale of that portion of the condominium property
952 being terminated which are attributable to such unit. The
953 proceeds of any sale of condominium property pursuant to a plan
954 of termination may not be deemed to be common surplus or
955 association property.

956 (14) TITLE VESTED IN TERMINATION TRUSTEE.—If termination is
957 pursuant to a plan of termination under subsection (2) or
958 subsection (3), ~~the unit owners' rights and title to as tenants~~
959 ~~in common in undivided interests in~~ the condominium property
960 being terminated vests vest in the termination trustee when the
961 plan is recorded or at a later date specified in the plan. The
962 unit owners thereafter become the beneficiaries of the proceeds
963 realized from the plan of termination as set forth in the plan.
964 The termination trustee may deal with the condominium property
965 being terminated or any interest therein if the plan confers on
966 the trustee the authority to protect, conserve, manage, sell, or
967 dispose of the condominium property. The trustee, on behalf of
968 the unit owners, may contract for the sale of real property
969 being terminated, but the contract is not binding on the unit
970 owners until the plan is approved pursuant to subsection (2) or



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971 subsection (3).

972 (17) DISTRIBUTION.—

973 (a) Following termination of the condominium, the
974 condominium property, association property, common surplus, and
975 other assets of the association shall be held by the termination
976 trustee pursuant to the plan of termination, as trustee for unit
977 owners and holders of liens on the units, in their order of
978 priority unless otherwise set forth in the plan of termination.

979 (18) ASSOCIATION STATUS.—The termination of a condominium
980 does not change the corporate status of the association that
981 operated the condominium property. The association continues to
982 exist to conclude its affairs, prosecute and defend actions by
983 or against it, collect and discharge obligations, dispose of and
984 convey its property, and collect and divide its assets, but not
985 to act except as necessary to conclude its affairs. In a partial
986 termination, the association may continue as the condominium
987 association for the property that remains subject to the
988 declaration of condominium.

989 (19) CREATION OF ANOTHER CONDOMINIUM.—The termination or
990 partial termination of a condominium does not bar the filing of
991 a new declaration of condominium ~~or an amended and restated~~
992 ~~declaration of condominium~~ by the termination trustee, or the
993 trustee's successor in interest, for the terminated property or
994 affecting any portion thereof of the same property. The partial
995 termination of a condominium may provide for the simultaneous
996 filing of an amendment to the declaration of condominium or an
997 amended and restated declaration of condominium by the
998 condominium association for any portion of the property not
999 terminated from the condominium form of ownership.



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1000 Section 9. Subsections (3), (4), and (5) of section
1001 718.303, Florida Statutes, are amended, and subsection (6) is
1002 added to that section, to read:

1003 718.303 Obligations of owners and occupants; remedies.—

1004 ~~(3) If a unit owner is delinquent for more than 90 days in~~
1005 ~~paying a monetary obligation due to the association, the~~
1006 ~~association may suspend the right of a unit owner or a unit's~~
1007 ~~occupant, licensee, or invitee to use common elements, common~~
1008 ~~facilities, or any other association property until the monetary~~
1009 ~~obligation is paid. This subsection does not apply to limited~~
1010 ~~common elements intended to be used only by that unit, common~~
1011 ~~elements that must be used to access the unit, utility services~~
1012 ~~provided to the unit, parking spaces, or elevators. The~~
1013 ~~association may also~~ levy reasonable fines for the failure of
1014 the owner of the unit, or its occupant, licensee, or invitee, to
1015 comply with any provision of the declaration, the association
1016 bylaws, or reasonable rules of the association. A fine may ~~does~~
1017 not become a lien against a unit. ~~A fine may not exceed \$100 per~~
1018 ~~violation. However,~~ A fine may be levied on the basis of each
1019 day of a continuing violation, with a single notice and
1020 opportunity for hearing. However, the fine may not exceed \$100
1021 per violation, or \$1,000 in the aggregate ~~exceed \$1,000.~~

1022 (a) An association may suspend, for a reasonable period of
1023 time, the right of a unit owner, or a unit owner's tenant,
1024 guest, or invitee, to use the common elements, common
1025 facilities, or any other association property for failure to
1026 comply with any provision of the declaration, the association
1027 bylaws, or reasonable rules of the association.

1028 (b) A fine or suspension may not be imposed ~~levied and a~~



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1029 ~~suspension may not be imposed~~ unless the association first
1030 provides at least 14 days' written notice and an opportunity for
1031 a hearing to the unit owner and, if applicable, its occupant,
1032 licensee, or invitee. The hearing must be held before a
1033 committee of other unit owners who are neither board members nor
1034 persons residing in a board member's household. If the committee
1035 does not agree ~~with the fine or suspension~~, the fine or
1036 suspension may not be ~~levied or~~ imposed.

1037 (4) If a unit owner is more than 90 days delinquent in
1038 paying a monetary obligation due to the association, the
1039 association may suspend the right of the unit owner or the
1040 unit's occupant, licensee, or invitee to use common elements,
1041 common facilities, or any other association property until the
1042 monetary obligation is paid in full. This subsection does not
1043 apply to limited common elements intended to be used only by
1044 that unit, common elements needed to access the unit, utility
1045 services provided to the unit, parking spaces, or elevators. The
1046 notice and hearing requirements under subsection (3) do not
1047 apply to suspensions imposed under this subsection.

1048 ~~(4) The notice and hearing requirements of subsection (3)~~
1049 ~~do not apply to the imposition of suspensions or fines against a~~
1050 ~~unit owner or a unit's occupant, licensee, or invitee because of~~
1051 ~~failing to pay any amounts due the association. If such a fine~~
1052 ~~or suspension is imposed, the association must levy the fine or~~
1053 ~~impose a reasonable suspension at a properly noticed board~~
1054 ~~meeting, and after the imposition of such fine or suspension,~~
1055 ~~the association must notify the unit owner and, if applicable,~~
1056 ~~the unit's occupant, licensee, or invitee by mail or hand~~
1057 ~~delivery.~~



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1058 (5) An association may ~~also~~ suspend the voting rights of a
1059 unit or member due to nonpayment of any monetary obligation due
1060 to the association which is more than 90 days delinquent. A
1061 voting interest or consent right allocated to a unit or member
1062 which has been suspended by the association may not be counted
1063 towards the total number of voting interests for any purpose,
1064 including, but not limited to, the number of voting interests
1065 necessary to constitute a quorum, conduct an election, or
1066 approve an action under this chapter or pursuant to the
1067 declaration, articles of incorporation, or bylaws. The
1068 suspension ends upon full payment of all obligations currently
1069 due or overdue the association. The notice and hearing
1070 requirements under subsection (3) do not apply to a suspension
1071 imposed under this subsection.

1072 (6) All suspensions imposed pursuant to subsection (4) or
1073 subsection (5) must be approved at a properly noticed board
1074 meeting. Upon approval, the association must notify the unit
1075 owner and, if applicable, the unit's occupant, licensee, or
1076 invitee by mail or hand delivery.

1077 Section 10. Section 718.703, Florida Statutes, is amended
1078 to read:

1079 718.703 Definitions.—As used in this part, the term:

1080 (1) "Bulk assignee" means a person who is not a bulk buyer
1081 and who:

1082 (a) Acquires more than seven condominium parcels in a
1083 single condominium as set forth in s. 718.707; and

1084 (b) Receives an assignment of any of the developer rights,
1085 other than or in addition to those rights described in
1086 subsection (2), ~~some or all of the rights of the developer as~~



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1087 set forth in the declaration of condominium or this chapter: ~~by~~

1088 1. By a written instrument recorded as part of or as an
1089 exhibit to the deed; ~~or as~~

1090 2. By a separate instrument recorded in the public records
1091 of the county in which the condominium is located; or

1092 3. Pursuant to a final judgment or certificate of title
1093 issued in favor of a purchaser at a foreclosure sale.

1094
1095 A mortgagee or its assignee may not be deemed a bulk assignee or
1096 a developer by reason of the acquisition of condominium units
1097 and receipt of an assignment of some or all of a developer
1098 rights unless the mortgagee or its assignee exercises any of the
1099 developer rights other than those described in subsection (2).

1100 (2) "Bulk buyer" means a person who acquires more than
1101 seven condominium parcels in a single condominium as set forth
1102 in s. 718.707, but who does not receive an assignment of any
1103 developer rights, or receives only some or all of the following
1104 rights: ~~other than~~

1105 (a) The right to conduct sales, leasing, and marketing
1106 activities within the condominium;

1107 (b) The right to be exempt from the payment of working
1108 capital contributions to the condominium association arising out
1109 of, or in connection with, the bulk buyer's acquisition of the a
1110 ~~bulk number of~~ units; and

1111 (c) The right to be exempt from any rights of first refusal
1112 which may be held by the condominium association and would
1113 otherwise be applicable to subsequent transfers of title from
1114 the bulk buyer to a third party purchaser concerning one or more
1115 units.



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1116 Section 11. Section 718.704, Florida Statutes, is amended
1117 to read:

1118 718.704 Assignment and assumption of developer rights by
1119 bulk assignee; bulk buyer.—

1120 (1) A bulk assignee is deemed to have assumed ~~assumes~~ and
1121 is liable for all duties and responsibilities of the developer
1122 under the declaration and this chapter upon its acquisition of
1123 title to units and continuously thereafter, except that it is
1124 not liable for:

1125 (a) Warranties of the developer under s. 718.203(1) or s.
1126 718.618, except as expressly provided by the bulk assignee in a
1127 prospectus or offering circular, or the contract for purchase
1128 and sale executed with a purchaser, or for design, construction,
1129 development, or repair work performed by or on behalf of the
1130 such bulk assignee.†

1131 (b) The obligation to:

1132 1. Fund converter reserves under s. 718.618 for a unit that
1133 was not acquired by the bulk assignee; or

1134 2. Provide implied converter warranties on any portion of
1135 the condominium property except as expressly provided by the
1136 bulk assignee in a prospectus or offering circular, or the
1137 contract for purchase and sale executed with a purchaser, or for
1138 and pertaining to any design, construction, development, or
1139 repair work performed by or on behalf of the bulk assignee.†

1140 (c) The requirement to provide the association with a
1141 cumulative audit of the association's finances from the date of
1142 formation of the condominium association as required by s.
1143 718.301(4)(c). However, the bulk assignee must provide an audit
1144 for the period during which the bulk assignee elects or appoints



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1145 a majority of the members of the board of administration.~~†~~

1146 (d) Any liability arising out of or in connection with
1147 actions taken by the board of administration or the developer-
1148 appointed directors before the bulk assignee elects or appoints
1149 a majority of the members of the board of administration.~~†~~ ~~and~~

1150 (e) Any liability for or arising out of the developer's
1151 failure to fund previous assessments or to resolve budgetary
1152 deficits in relation to a developer's right to guarantee
1153 assessments, except as otherwise provided in subsection (2).

1154

1155 The bulk assignee is ~~also~~ responsible only for delivering
1156 documents and materials in accordance with s. 718.705(3). A bulk
1157 assignee may expressly assume some or all of the developer
1158 obligations ~~of the developer~~ described in paragraphs (a)-(e).

1159 (2) A bulk assignee assigned the developer right receiving
1160 ~~the assignment of the rights of the developer~~ to guarantee the
1161 level of assessments and fund budgetary deficits pursuant to s.
1162 718.116 assumes and is liable for all obligations of the
1163 developer with respect to such guarantee upon its acquisition of
1164 title to the units and continuously thereafter, including any
1165 applicable funding of reserves to the extent required by law,
1166 for as long as the guarantee remains in effect. A bulk assignee
1167 not receiving such assignment, or a bulk buyer, does not assume
1168 and is not liable for the obligations of the developer with
1169 respect to such guarantee, but is responsible for payment of
1170 assessments due on or after acquisition of the units in the same
1171 manner as all other owners of condominium parcels or as
1172 otherwise provided in s. 718.116.

1173 (3) A bulk buyer is liable for the duties and



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1174 responsibilities of a ~~the~~ developer under the declaration and
1175 this chapter only to the extent that such ~~provided in this part,~~
1176 ~~together with any other~~ duties or responsibilities are ~~of the~~
1177 ~~developer~~ expressly assumed in writing by the bulk buyer.

1178 (4) An acquirer of condominium parcels is not a bulk
1179 assignee or a bulk buyer if the transfer to such acquirer was
1180 made:

1181 (a) Before the effective date of this part;

1182 (b) With the intent to hinder, delay, or defraud any
1183 purchaser, unit owner, or the association;~~7~~ ~~or if the acquirer~~
1184 ~~is~~

1185 (c) By a person who would be considered an insider under s.
1186 726.102(7).

1187 (5) An assignment of developer rights to a bulk assignee
1188 may be made by a ~~the~~ developer, a previous bulk assignee, a
1189 mortgagee or assignee who has acquired title to the units and
1190 received an assignment of rights, or a court acting on behalf of
1191 the developer or the previous bulk assignee if such developer
1192 rights are held by the predecessor in title to the bulk
1193 assignee. At any particular time, there may not be ~~no~~ more than
1194 one bulk assignee within a condominium; however, ~~but~~ there may
1195 be more than one bulk buyer. If more than one acquirer of
1196 condominium parcels in the same condominium receives an
1197 assignment of developer rights in addition to those rights
1198 described in s. 718.703(2) ~~from the same person,~~ the bulk
1199 assignee is the acquirer whose instrument of assignment is
1200 recorded first in the public records of the county in which the
1201 condominium is located, and any subsequent purported bulk
1202 assignee may still qualify as a bulk buyer.



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1203 Section 12. Subsections (1) and (3) of section 718.705,
1204 Florida Statutes, are amended to read:

1205 718.705 Board of administration; transfer of control.—

1206 (1) If at the time the bulk assignee acquires title to the
1207 units and receives an assignment of developer rights, the
1208 developer has not relinquished control of the board of
1209 administration, for purposes of determining the timing for
1210 transfer of control of the board of administration of the
1211 association ~~to unit owners other than the developer under s.~~
1212 ~~718.301(1) (a) and (b), if a bulk assignee is entitled to elect a~~
1213 ~~majority of the members of the board,~~ a condominium parcel
1214 acquired by the bulk assignee is not deemed to be conveyed to a
1215 purchaser, or owned by an owner other than the developer, until
1216 the condominium parcel is conveyed to an owner who is not a bulk
1217 assignee.

1218 (3) If a bulk assignee relinquishes control of the board of
1219 administration as set forth in s. 718.301, the bulk assignee
1220 must deliver all of those items required by s. 718.301(4).
1221 However, the bulk assignee is not required to deliver items and
1222 documents not in the possession of the bulk assignee if some
1223 items were or should have been in existence before the bulk
1224 assignee's acquisition of the units ~~during the period during~~
1225 ~~which the bulk assignee was entitled to elect at least a~~
1226 ~~majority of the members of the board of administration.~~ In
1227 conjunction with the acquisition of units ~~condominium parcels,~~ a
1228 bulk assignee shall undertake a good faith effort to obtain the
1229 documents and materials that must be provided to the association
1230 pursuant to s. 718.301(4). If the bulk assignee is not able to
1231 obtain ~~all of~~ such documents and materials, the bulk assignee



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1232 must certify in writing to the association the names or
1233 descriptions of the documents and materials that were not
1234 obtainable by the bulk assignee. Delivery of the certificate
1235 relieves the bulk assignee of responsibility for delivering the
1236 documents and materials referenced in the certificate as
1237 otherwise required under ss. 718.112 and 718.301 and this part.
1238 The responsibility of the bulk assignee for the audit required
1239 by s. 718.301(4) commences as of the date on which the bulk
1240 assignee elected or appointed a majority of the members of the
1241 board of administration.

1242 Section 13. Section 718.706, Florida Statutes, is amended
1243 to read:

1244 718.706 Specific provisions pertaining to offering of units
1245 by a bulk assignee or bulk buyer.—

1246 (1) Before offering more than seven ~~any~~ units in a single
1247 condominium for sale or for lease for a term exceeding 5 years,
1248 a bulk assignee or a bulk buyer must file the following
1249 documents with the division and provide such documents to a
1250 prospective purchaser or tenant:

1251 (a) An updated prospectus or offering circular, or a
1252 supplement to the prospectus or offering circular, filed by the
1253 original developer prepared in accordance with s. 718.504, which
1254 must include the form of contract for sale and for lease in
1255 compliance with s. 718.503(2);

1256 (b) An updated Frequently Asked Questions and Answers
1257 sheet;

1258 (c) The executed escrow agreement if required under s.
1259 718.202; and

1260 (d) The financial information required by s. 718.111(13).



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1261 However, if a financial information report did ~~does~~ not exist
1262 ~~for the fiscal year~~ before the acquisition of title by the bulk
1263 assignee or bulk buyer, and if ~~or~~ accounting records that ~~cannot~~
1264 ~~be obtained in good faith by the bulk assignee or the bulk buyer~~
1265 ~~which would~~ permit preparation of the required financial
1266 information report for that period cannot be obtained despite
1267 good faith efforts by the bulk assignee or the bulk buyer, the
1268 bulk assignee or bulk buyer is excused from the requirement of
1269 this paragraph. However, the bulk assignee or bulk buyer must
1270 include in the purchase contract the following statement in
1271 conspicuous type:

1272
1273 ALL OR A PORTION OF THE FINANCIAL INFORMATION REPORT
1274 REQUIRED UNDER S. 718.111(13) FOR THE TIME PERIOD
1275 BEFORE THE SELLER'S ACQUISITION OF THE UNIT
1276 ~~IMMEDIATELY PRECEDING FISCAL YEAR OF THE ASSOCIATION~~
1277 IS NOT AVAILABLE OR CANNOT BE OBTAINED DESPITE THE
1278 GOOD FAITH EFFORTS OF ~~CREATED BY THE SELLER DUE TO THE~~
1279 ~~INSUFFICIENT ACCOUNTING RECORDS OF THE ASSOCIATION.~~

1280
1281 (2) Before offering more than seven ~~any~~ units in a single
1282 condominium for sale or for lease for a term exceeding 5 years,
1283 a bulk assignee or a bulk buyer must file with the division and
1284 provide to a prospective purchaser or tenant under a lease for a
1285 term exceeding 5 years a disclosure statement that includes, but
1286 is not limited to:

1287 (a) A description of any ~~rights~~ of the developer rights
1288 that ~~developer which~~ have been assigned to the bulk assignee or
1289 bulk buyer;



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1290 (b) The following statement in conspicuous type:

1291

1292 THE SELLER IS NOT OBLIGATED FOR ANY WARRANTIES OF THE
1293 DEVELOPER UNDER S. 718.203(1) OR S. 718.618, AS
1294 APPLICABLE, EXCEPT FOR DESIGN, CONSTRUCTION,
1295 DEVELOPMENT, OR REPAIR WORK PERFORMED BY OR ON BEHALF
1296 OF THE SELLER; and

1297

1298 (c) If the condominium is a conversion subject to part VI,
1299 the following statement in conspicuous type:

1300

1301 THE SELLER HAS NO OBLIGATION TO FUND CONVERTER
1302 RESERVES OR TO PROVIDE CONVERTER WARRANTIES UNDER S.
1303 718.618 ON ANY PORTION OF THE CONDOMINIUM PROPERTY
1304 EXCEPT AS ~~MAY BE~~ EXPRESSLY REQUIRED OF THE SELLER IN
1305 THE CONTRACT FOR PURCHASE AND SALE EXECUTED BY THE
1306 SELLER AND THE PREVIOUS DEVELOPER AND PERTAINING TO
1307 ANY DESIGN, CONSTRUCTION, DEVELOPMENT, OR REPAIR WORK
1308 PERFORMED BY OR ON BEHALF OF THE SELLER.

1309

1310 (3) A bulk assignee, while ~~it is~~ in control of the board of
1311 administration of the association, may not authorize, on behalf
1312 of the association:

1313 (a) The waiver of reserves or the reduction of funding of
1314 the reserves pursuant to s. 718.112(2)(f)2., unless approved by
1315 a majority of the voting interests not controlled by the
1316 developer, bulk assignee, and bulk buyer; or

1317 (b) The use of reserve expenditures for other purposes
1318 pursuant to s. 718.112(2)(f)3., unless approved by a majority of



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1319 the voting interests not controlled by the developer, bulk
1320 assignee, and bulk buyer.

1321 (4) A bulk assignee or a bulk buyer must comply with ~~all~~
1322 ~~the requirements of~~ s. 718.302 regarding any contracts entered
1323 into by the association during the period the bulk assignee or
1324 bulk buyer maintains control of the board of administration.
1325 Unit owners shall be provided ~~afforded~~ all of the rights and ~~the~~
1326 protections contained in s. 718.302 regarding agreements entered
1327 into by the association which are under the control of ~~before~~
1328 ~~unit owners other than~~ the developer, bulk assignee, or bulk
1329 buyer elected a majority of the board of administration.

1330 (5) Notwithstanding any other provision of this part, a
1331 bulk assignee or a bulk buyer is not required to comply with the
1332 filing or disclosure requirements of subsections (1) and (2) if
1333 all of the units owned by the bulk assignee or bulk buyer are
1334 offered and conveyed to a single purchaser in a single
1335 transaction. ~~A bulk buyer must comply with the requirements~~
1336 ~~contained in the declaration regarding any transfer of a unit,~~
1337 ~~including sales, leases, and subleases. A bulk buyer is not~~
1338 ~~entitled to any exemptions afforded a developer or successor~~
1339 ~~developer under this chapter regarding the transfer of a unit,~~
1340 ~~including sales, leases, or subleases.~~

1341 Section 14. Section 718.707, Florida Statutes, is amended
1342 to read:

1343 718.707 Time limitation for classification as bulk assignee
1344 or bulk buyer.—A person acquiring condominium parcels may not be
1345 classified as a bulk assignee or bulk buyer unless the
1346 condominium parcels were acquired on or after July 1, 2010, but
1347 before July 1, 2012. The date of such acquisition shall be



1348 determined by the date of recording ~~of~~ a deed or other
1349 instrument of conveyance for such parcels in the public records
1350 of the county in which the condominium is located, or by the
1351 date of issuing ~~issuance of~~ a certificate of title in a
1352 foreclosure proceeding with respect to such condominium parcels.

1353 Section 15. Subsections (4) and (10) of section 719.108,
1354 Florida Statutes, are amended to read:

1355 719.108 Rents and assessments; liability; lien and
1356 priority; interest; collection; cooperative ownership.—

1357 (4) The association has a lien on each cooperative parcel
1358 for any unpaid rents and assessments, plus interest, ~~any~~
1359 ~~authorized administrative late fees, and any reasonable costs~~
1360 ~~for collection services for which the association has contracted~~
1361 against the unit owner of the cooperative parcel. If authorized
1362 by the cooperative documents, the lien also secures reasonable
1363 attorney's fees incurred by the association incident to the
1364 collection of the rents and assessments or enforcement of such
1365 lien. The lien is effective from and after recording a claim of
1366 lien in the public records in the county in which the
1367 cooperative parcel is located which states the description of
1368 the cooperative parcel, the name of the unit owner, the amount
1369 due, and the due dates. The lien expires if a claim of lien is
1370 not filed within 1 year after the date the assessment was due,
1371 and the lien does not continue for longer than 1 year after the
1372 claim of lien has been recorded unless, within that time, an
1373 action to enforce the lien is commenced. Except as otherwise
1374 provided in this chapter, a lien may not be filed by the
1375 association against a cooperative parcel until 30 days after the
1376 date on which a notice of intent to file a lien has been



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1377 delivered to the owner.

1378 (a) The notice must be sent to the unit owner at the
1379 address of the unit by first-class United States mail and:

1380 1. If the most recent address of the unit owner on the
1381 records of the association is the address of the unit, the
1382 notice must be sent by registered or certified mail, return
1383 receipt requested, to the unit owner at the address of the unit.

1384 2. If the most recent address of the unit owner on the
1385 records of the association is in the United States, but is not
1386 the address of the unit, the notice must be sent by registered
1387 or certified mail, return receipt requested, to the unit owner
1388 at his or her most recent address.

1389 3. If the most recent address of the unit owner on the
1390 records of the association is not in the United States, the
1391 notice must be sent by first-class United States mail to the
1392 unit owner at his or her most recent address.

1393 (b) A notice that is sent pursuant to this subsection is
1394 deemed delivered upon mailing.

1395 (10) If the unit is occupied by a tenant and the unit owner
1396 is delinquent in paying any monetary obligation due to the
1397 association, the association may make a written demand that the
1398 tenant pay rent to the association ~~the future monetary~~
1399 ~~obligations related to the cooperative share to the association~~
1400 and continue to the tenant must make such payments until all
1401 monetary obligations of the unit owner related to the unit have
1402 been paid in full to the association ~~payment. The demand is~~
1403 ~~continuing in nature, and upon demand,~~ The tenant must pay the
1404 rent ~~the monetary obligations~~ to the association until the
1405 association releases the tenant or the tenant discontinues



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1406 tenancy in the unit. The association must mail written notice to
1407 the unit owner of the association's demand that the tenant make
1408 payments to the association. The association shall, upon
1409 request, provide the tenant with written receipts for payments
1410 made. A tenant who acts in good faith in response to a written
1411 demand from an association is immune from any claim by ~~from~~ the
1412 unit owner.

1413 (a) If the tenant paid ~~prepaid~~ rent to the unit owner for a
1414 given rental period before receiving the demand from the
1415 association and provides written evidence of prepaying ~~paying~~
1416 the rent to the association within 14 days after receiving the
1417 demand, the tenant shall receive credit for the prepaid rent for
1418 the applicable period but ~~and~~ must make any subsequent rental
1419 payments to the association to be credited against the monetary
1420 obligations of the unit owner ~~to the association~~.

1421 (b) The tenant is not liable for increases in the amount of
1422 the regular monetary obligations due unless the tenant was
1423 notified in writing of the increase at least 10 days before the
1424 date on which the rent is due. The liability of the tenant may
1425 not exceed the amount due from the tenant to the tenant's
1426 landlord. The tenant's landlord shall provide the tenant a
1427 credit against rents due to the unit owner in the amount of
1428 moneys paid to the association ~~under this section~~.

1429 (c) The association may issue notices under s. 83.56 and
1430 may sue for eviction under ss. 83.59-83.625 as if the
1431 association were a landlord under part II of chapter 83 if the
1432 tenant fails to pay a required payment. However, the association
1433 is not otherwise considered a landlord under chapter 83 and
1434 specifically has no obligations ~~duties~~ under s. 83.51.



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1435 (d) The tenant does not, by virtue of payment of monetary
1436 obligations, have any of the rights of a unit owner to vote in
1437 any election or to examine the books and records of the
1438 association.

1439 (e) A court may supersede the effect of this subsection by
1440 appointing a receiver.

1441 Section 16. Subsection (3) of section 719.303, Florida
1442 Statutes, is amended, and subsections (4), (5), and (6) are
1443 added to that section, to read:

1444 719.303 Obligations of owners.—

1445 (3) ~~If the cooperative documents so provide,~~ The
1446 association may levy reasonable fines ~~against a unit owner~~ for
1447 failure of the unit owner or the unit's occupant, his or her
1448 licensee, or invitee or the unit's occupant to comply with any
1449 provision of the cooperative documents or reasonable rules of
1450 the association. A fine may not ~~No fine shall~~ become a lien
1451 against a unit. ~~No fine shall exceed \$100 per violation.~~
1452 ~~However,~~ A fine may be levied on the basis of each day of a
1453 continuing violation, with a single notice and opportunity for
1454 hearing. However, the fine may not exceed \$100 per violation, or
1455 \$1,000 provided that no such fine shall in the aggregate exceed
1456 \$1,000.

1457 (a) An association may suspend, for a reasonable period of
1458 time, the right of a unit owner, or a unit owner's tenant,
1459 guest, or invitee, to use the common elements, common
1460 facilities, or any other association property for failure to
1461 comply with any provision of the cooperative documents or
1462 reasonable rules of the association.

1463 (b) A ~~No~~ fine or suspension may not be imposed levied



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1464 except after giving reasonable notice and opportunity for a
1465 hearing to the unit owner and, if applicable, the unit's ~~his or~~
1466 ~~her~~ licensee or invitee. The hearing must ~~shall~~ be held before a
1467 committee of other unit owners. If the committee does not agree
1468 with the fine or suspension, it may ~~shall~~ not be imposed ~~levied~~.
1469 ~~This subsection does not apply to unoccupied units.~~

1470 (4) If a unit owner is more than 90 days delinquent in
1471 paying a monetary obligation due to the association, the
1472 association may suspend the right of the unit owner or the
1473 unit's occupant, licensee, or invitee to use common elements,
1474 common facilities, or any other association property until the
1475 monetary obligation is paid in full. This subsection does not
1476 apply to limited common elements intended to be used only by
1477 that unit, common elements needed to access the unit, utility
1478 services provided to the unit, parking spaces, or elevators. The
1479 notice and hearing requirements under subsection (3) do not
1480 apply to suspensions imposed under this subsection.

1481 (5) An association may suspend the voting rights of a unit
1482 or member due to nonpayment of any monetary obligation due to
1483 the association which is more than 90 days delinquent. A voting
1484 interest or consent right allocated to a unit or member which
1485 has been suspended by the association may not be counted towards
1486 the total number of voting interests for any purpose, including,
1487 but not limited to, the number of voting interests necessary to
1488 constitute a quorum, conduct an election, or approve an action
1489 under this chapter or pursuant to the declaration, articles of
1490 incorporation, or bylaws. The suspension ends upon full payment
1491 of all obligations currently due or overdue the association. The
1492 notice and hearing requirements under subsection (3) do not



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1493 apply to a suspension imposed under this subsection.

1494 (6) All suspensions imposed pursuant to subsection (4) or
1495 subsection (5) must be approved at a properly noticed board
1496 meeting. Upon approval, the association must notify the unit
1497 owner and, if applicable, the unit's occupant, licensee, or
1498 invitee by mail or hand delivery.

1499 Section 17. Subsection (4) of section 720.301, Florida
1500 Statutes, is amended to read:

1501 720.301 Definitions.—As used in this chapter, the term:

1502 (4) "Declaration of covenants," or "declaration," means a
1503 recorded written instrument or instruments in the nature of
1504 covenants running with the land which subject ~~subjects~~ the land
1505 comprising the community to the jurisdiction and control of an
1506 association or associations in which the owners of the parcels,
1507 or their association representatives, must be members.

1508 Section 18. Paragraph (c) of subsection (5) of section
1509 720.303, Florida Statutes, is amended to read:

1510 720.303 Association powers and duties; meetings of board;
1511 official records; budgets; financial reporting; association
1512 funds; recalls.—

1513 (5) INSPECTION AND COPYING OF RECORDS.—The official records
1514 shall be maintained within the state and must be open to
1515 inspection and available for photocopying by members or their
1516 authorized agents at reasonable times and places within 10
1517 business days after receipt of a written request for access.
1518 This subsection may be complied with by having a copy of the
1519 official records available for inspection or copying in the
1520 community. If the association has a photocopy machine available
1521 where the records are maintained, it must provide parcel owners



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1522 with copies on request during the inspection if the entire
1523 request is limited to no more than 25 pages.

1524 (c) The association may adopt reasonable written rules
1525 governing the frequency, time, location, notice, records to be
1526 inspected, and manner of inspections, but may not require a
1527 parcel owner to demonstrate any proper purpose for the
1528 inspection, state any reason for the inspection, or limit a
1529 parcel owner's right to inspect records to less than one 8-hour
1530 business day per month. The association may impose fees to cover
1531 the costs of providing copies of the official records,
1532 including, without limitation, the costs of copying. The
1533 association may charge up to 50 cents per page for copies made
1534 on the association's photocopier. If the association does not
1535 have a photocopy machine available where the records are kept,
1536 or if the records requested to be copied exceed 25 pages in
1537 length, the association may have copies made by an outside
1538 vendor or association management company personnel and may
1539 charge the actual cost of copying, including any reasonable
1540 costs involving personnel fees and charges at an hourly rate for
1541 vendor or employee time to cover administrative costs to the
1542 vendor or association. The association shall maintain an
1543 adequate number of copies of the recorded governing documents,
1544 to ensure their availability to members and prospective members.
1545 Notwithstanding this paragraph, the following records are not
1546 accessible to members or parcel owners:

1547 1. Any record protected by the lawyer-client privilege as
1548 described in s. 90.502 and any record protected by the work-
1549 product privilege, including, but not limited to, a ~~any~~ record
1550 prepared by an association attorney or prepared at the



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1551 attorney's express direction which reflects a mental impression,
1552 conclusion, litigation strategy, or legal theory of the attorney
1553 or the association and which was prepared exclusively for civil
1554 or criminal litigation or for adversarial administrative
1555 proceedings or which was prepared in anticipation of such
1556 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~
1557 ~~administrative~~ proceedings until the conclusion of the
1558 litigation or ~~administrative~~ proceedings.

1559 2. Information obtained by an association in connection
1560 with the approval of the lease, sale, or other transfer of a
1561 parcel.

1562 3. Personnel records of the association's employees,
1563 including, but not limited to, disciplinary, payroll, health,
1564 and insurance records. For purposes of this paragraph, the term
1565 "personnel records" does not include written employment
1566 agreements with an association employee or budgetary or
1567 financial records that indicate the compensation paid to an
1568 association employee.

1569 4. Medical records of parcel owners or community residents.

1570 5. Social security numbers, driver's license numbers,
1571 credit card numbers, electronic mailing addresses, telephone
1572 numbers, facsimile numbers, emergency contact information, any
1573 addresses for a parcel owner other than as provided for
1574 association notice requirements, and other personal identifying
1575 information of any person, excluding the person's name, parcel
1576 designation, mailing address, and property address. However, an
1577 owner may consent in writing to the disclosure of protected
1578 information described in this subparagraph. The association is
1579 not liable for the disclosure of information that is protected



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1580 under this subparagraph if the information is included in an
1581 official record of the association and is voluntarily provided
1582 by an owner and not requested by the association.

1583 6. Any electronic security measure that is used by the
1584 association to safeguard data, including passwords.

1585 7. The software and operating system used by the
1586 association which allows the manipulation of data, even if the
1587 owner owns a copy of the same software used by the association.
1588 The data is part of the official records of the association.

1589 Section 19. Subsection (2) of section 720.305, Florida
1590 Statutes, is amended, present subsection (3) of that section is
1591 amended and renumbered as subsection (4), and a new subsection
1592 (3) and subsection (5) are added to that section, to read:

1593 720.305 Obligations of members; remedies at law or in
1594 equity; levy of fines and suspension of use rights.—

1595 (2) The association ~~If a member is delinquent for more than~~
1596 ~~90 days in paying a monetary obligation due the association, an~~
1597 ~~association may suspend, until such monetary obligation is paid,~~
1598 ~~the rights of a member or a member's tenants, guests, or~~
1599 ~~invitees, or both, to use common areas and facilities and may~~
1600 levy reasonable fines of up to \$100 per violation, against any
1601 member or any member's tenant, guest, or invitee for the failure
1602 of the owner of the parcel, or its occupant, licensee, or
1603 invitee, to comply with any provision of the declaration, the
1604 association bylaws, or reasonable rules of the association. A
1605 fine may be levied for each day of a continuing violation, with
1606 a single notice and opportunity for hearing, except that the a
1607 fine may not exceed \$1,000 in the aggregate unless otherwise
1608 provided in the governing documents. A fine of less than \$1,000



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1609 may not become a lien against a parcel. In any action to recover
1610 a fine, the prevailing party is entitled to ~~collect its~~
1611 reasonable attorney's fees and costs from the nonprevailing
1612 party as determined by the court.

1613 (a) An association may suspend, for a reasonable period of
1614 time, the right of a member, or a member's tenant, guest, or
1615 invitee, to use common areas and facilities for the failure of
1616 the owner of the parcel, or its occupant, licensee, or invitee,
1617 to comply with any provision of the declaration, the association
1618 bylaws, or reasonable rules of the association. ~~The provisions~~
1619 ~~regarding the suspension of use rights do not apply to the~~
1620 ~~portion of common areas that must be used to provide access to~~
1621 ~~the parcel or utility services provided to the parcel.~~

1622 (b) ~~(a)~~ A fine or suspension may not be imposed without at
1623 least 14 days' notice to the person sought to be fined or
1624 suspended and an opportunity for a hearing before a committee of
1625 at least three members appointed by the board who are not
1626 officers, directors, or employees of the association, or the
1627 spouse, parent, child, brother, or sister of an officer,
1628 director, or employee. If the committee, by majority vote, does
1629 not approve a proposed fine or suspension, it may not be
1630 imposed. If the association imposes a fine or suspension, the
1631 association must provide written notice of such fine or
1632 suspension by mail or hand delivery to the parcel owner and, if
1633 applicable, to any tenant, licensee, or invitee of the parcel
1634 owner.

1635 (3) If a member is more than 90 days delinquent in paying a
1636 monetary obligation due to the association, the association may
1637 suspend the right of the member, or the member's tenant, guest,



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1638 or invitee, to use common areas and facilities until the
1639 monetary obligation is paid in full. The subsection does not
1640 apply to that portion of common areas used to provide access to
1641 the parcel or to utility services provided to the parcel.

1642 ~~(b) Suspension does of common area use rights do~~ not impair
1643 the right of an owner or tenant of a parcel to have vehicular
1644 and pedestrian ingress to and egress from the parcel, including,
1645 but not limited to, the right to park. The notice and hearing
1646 requirements under subsection (2) do not apply to a suspension
1647 imposed under this subsection.

1648 ~~(4)(3) If the governing documents so provide,~~ An
1649 association may suspend the voting rights of a parcel or member
1650 for the nonpayment of any monetary obligation that is more than
1651 ~~regular annual assessments that are delinquent in excess of 90~~
1652 days delinquent. A voting interest or consent right allocated to
1653 a parcel or member which has been suspended by the association
1654 may not be counted towards the total number of voting interests
1655 for any purpose, including, but not limited to, the number of
1656 voting interests necessary to constitute a quorum, conduct an
1657 election, or approve an action under this chapter or pursuant to
1658 the governing documents. The suspension ends upon full payment
1659 of all obligations currently due or overdue to the association.
1660 The notice and hearing requirements under subsection (2) do not
1661 apply to a suspension imposed under this subsection.

1662 (5) All suspensions imposed pursuant to subsection (3) or
1663 subsection (4) must be approved at a properly noticed board
1664 meeting. Upon approval, the association must notify the parcel
1665 owner and, if applicable, the parcel's occupant, licensee, or
1666 invitee by mail or hand delivery.



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1667 Section 20. Subsection (9) of section 720.306, Florida
1668 Statutes, is amended to read:

1669 720.306 Meetings of members; voting and election
1670 procedures; amendments.—

1671 (9) ELECTIONS AND BOARD VACANCIES.—Elections of directors
1672 must be conducted in accordance with the procedures set forth in
1673 the governing documents of the association.

1674 (a) All members of the association are eligible to serve on
1675 the board of directors, and a member may nominate himself or
1676 herself as a candidate for the board at a meeting where the
1677 election is to be held or, if the election process allows voting
1678 by absentee ballot, in advance of the balloting. However:

1679 1. A person who is delinquent in the payment of any fee,
1680 fine, or other monetary obligation to the association for more
1681 than 90 days is not eligible for board membership.

1682 2. A person who has been convicted of any felony in this
1683 state or in a United States District or Territorial Court, or
1684 has been convicted of any offense in another jurisdiction which
1685 would be considered a felony if committed in this state, is not
1686 eligible for board membership unless such felon's civil rights
1687 have been restored for at least 5 years as of the date on which
1688 such person seeks election to the board. The validity of any
1689 action by the board is not affected if it is later determined
1690 that a member of the board is ineligible for board membership
1691 due to having been convicted of a felony.

1692 (b) Except as otherwise provided in the governing
1693 documents, boards of directors must be elected by a plurality of
1694 the votes cast by eligible voters.

1695 (c) Any election dispute between a member and an



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1696 association must be submitted to mandatory binding arbitration
1697 with the division. Such proceedings must be conducted in the
1698 manner provided by s. 718.1255 and the procedural rules adopted
1699 by the division.

1700 (d) Unless otherwise provided in the bylaws, any vacancy
1701 occurring on the board before the expiration of a term may be
1702 filled by an affirmative vote of the majority of the remaining
1703 directors, even if the remaining directors constitute less than
1704 a quorum, or by the sole remaining director. In the alternative,
1705 a board may hold an election to fill the vacancy, in which case
1706 the election procedures must conform to the requirements of the
1707 governing documents.

1708 (e) Unless otherwise provided in the bylaws, a board member
1709 appointed or elected under this section is appointed for the
1710 unexpired term of the seat being filled.

1711 (f) Filling vacancies created by recall is governed by s.
1712 720.303(10) and rules adopted by the division.

1713 Section 21. Subsections (2) and (8) of section 720.3085,
1714 Florida Statutes, are amended to read:

1715 720.3085 Payment for assessments; lien claims.—

1716 (2)~~(a)~~ A parcel owner, regardless of how his or her title
1717 to property has been acquired, including by purchase at a
1718 foreclosure sale or by deed in lieu of foreclosure, is liable
1719 for all assessments that come due while he or she is the parcel
1720 owner. The parcel owner's liability for assessments may not be
1721 avoided by waiver or suspension of the use or enjoyment of any
1722 common area or by abandonment of the parcel upon which the
1723 assessments are made.

1724 (a)~~(b)~~ A parcel owner is jointly and severally liable with



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1725 the previous parcel owner for all unpaid assessments that came
1726 due up to the time of transfer of title. This liability is
1727 without prejudice to any right the present parcel owner may have
1728 to recover any amounts paid by the present owner from the
1729 previous owner.

1730 (b) (e) Notwithstanding any other provision of anything to
1731 the contrary contained in this section, the liability of a first
1732 mortgagee, or its successor or assignee as a subsequent holder
1733 of the first mortgage who acquires title to a parcel by
1734 foreclosure or by deed in lieu of foreclosure for the unpaid
1735 assessments that became due before the mortgagee's acquisition
1736 of title is limited to, shall be the lesser of:

1737 1. The parcel's unpaid common expenses and regular periodic
1738 or special assessments that accrued or came due during the 12
1739 months immediately preceding the acquisition of title and for
1740 which payment in full has not been received by the association;
1741 or

1742 2. One percent of the original mortgage debt.

1743
1744 The limitations on first mortgagee liability provided by this
1745 paragraph apply only if the first mortgagee filed suit against
1746 the parcel owner and initially joined the association as a
1747 defendant in the mortgagee foreclosure action. Joinder of the
1748 association is not required if, on the date the complaint is
1749 filed, the association was dissolved or did not maintain an
1750 office or agent for service of process at a location that was
1751 known to or reasonably discoverable by the mortgagee.

1752 (c) An association, or its successor or assignee, which
1753 acquires title to a parcel through the foreclosure of its lien



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1754 for assessments is not liable for any unpaid assessments, late
1755 fees, interest, or reasonable attorney's fees and costs that
1756 came due before the association's acquisition of title in favor
1757 of any other association, as defined in s. 718.103(2) or s.
1758 720.301(9), which hold a superior lien interest on the parcel.
1759 This paragraph is intended to clarify existing law.

1760 (8) If the parcel is occupied by a tenant and the parcel
1761 owner is delinquent in paying any monetary obligation due to the
1762 association, the association may demand that the tenant pay rent
1763 to the association and continue to make such payments until all
1764 the monetary obligations of the parcel owner related to the
1765 parcel have been paid in full and ~~the future monetary~~
1766 obligations related to the parcel. ~~The demand is continuing in~~
1767 nature, and upon demand, the tenant must continue to pay the
1768 monetary obligations until the association releases the tenant
1769 or until the tenant discontinues tenancy in the parcel. A tenant
1770 who acts in good faith in response to a written demand from an
1771 association is immune from any claim by ~~from~~ the parcel owner.

1772 (a) If the tenant paid ~~prepaid~~ rent to the parcel owner for
1773 a given rental period before receiving the demand from the
1774 association and provides written evidence of prepaying ~~paying~~
1775 the rent to the association within 14 days after receiving the
1776 demand, the tenant shall receive credit for the prepaid rent for
1777 the applicable period but ~~and~~ must make any subsequent rental
1778 payments to the association to be credited against the monetary
1779 obligations of the parcel owner to the association. The
1780 association shall, upon request, provide the tenant with written
1781 receipts for payments made. The association shall mail written
1782 notice to the parcel owner of the association's demand that the



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1783 tenant pay monetary obligations to the association.

1784 (b) The tenant is not liable for increases in the amount of
1785 the monetary obligations due unless the tenant was notified in
1786 writing of the increase at least 10 days before the date on
1787 which the rent is due. The liability of the tenant may not
1788 exceed the amount due from the tenant to the tenant's landlord.
1789 The tenant shall be given a credit against rents due to the
1790 parcel owner in the amount of assessments paid to the
1791 association.

1792 (c) The association may issue notices under s. 83.56 and
1793 may sue for eviction under ss. 83.59-83.625 as if the
1794 association were a landlord under part II of chapter 83 if the
1795 tenant fails to pay a monetary obligation. However, the
1796 association is not otherwise considered a landlord under chapter
1797 83 and specifically has no obligations ~~duties~~ under s. 83.51.

1798 (d) The tenant does not, by virtue of payment of monetary
1799 obligations, have any of the rights of a parcel owner to vote in
1800 any election or to examine the books and records of the
1801 association.

1802 (e) A court may supersede the effect of this subsection by
1803 appointing a receiver.

1804 Section 22. Section 720.309, Florida Statutes, is amended
1805 to read:

1806 720.309 Agreements entered into by the association.—

1807 (1) Any grant or reservation made by any document, and any
1808 contract that has ~~with~~ a term greater than ~~in excess of~~ 10
1809 years, that is made by an association before control of the
1810 association is turned over to the members other than the
1811 developer, and that provides ~~which provide~~ for the operation,



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1812 maintenance, or management of the association or common areas,
1813 must be fair and reasonable.

1814 (2) If the governing documents provide for the cost of
1815 communication services as defined in s. 202.11, information
1816 services or Internet services obtained pursuant to a bulk
1817 contract shall be deemed an operating expense of the
1818 association. If the governing documents do not provide for such
1819 services, the board may contract for the services, and the cost
1820 shall be deemed an operating expense of the association but must
1821 be allocated on a per-parcel basis rather than a percentage
1822 basis, notwithstanding that the governing documents provide for
1823 other than an equal sharing of operating expenses. Any contract
1824 entered into before July 1, 2011, in which the cost of the
1825 service is not equally divided among all parcel owners may be
1826 changed by a majority of the voting interests present at a
1827 regular or special meeting of the association in order to
1828 allocate the cost equally among all parcels.

1829 (a) Any contract entered into may be canceled by a majority
1830 of the voting interests present at the next regular or special
1831 meeting of the association, whichever occurs first. Any member
1832 may make a motion to cancel such contract, but if no motion is
1833 made or if such motion fails to obtain the required vote, the
1834 contract shall be deemed ratified for the term expressed
1835 therein.

1836 (b) Any contract entered into must provide, and shall be
1837 deemed to provide if not expressly set forth therein, that a
1838 hearing-impaired or legally blind parcel owner who does not
1839 occupy the parcel along with a nonhearing-impaired or sighted
1840 person, or a parcel owner who receives supplemental security



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1841 income under Title XVI of the Social Security Act or food stamps
1842 as administered by the Department of Children and Family
1843 Services pursuant to s. 414.31, may discontinue the service
1844 without incurring disconnect fees, penalties, or subsequent
1845 service charges, and may not be required to pay any operating
1846 expenses charge related to such service for those parcels. If
1847 fewer than all parcel owners share the expenses of the
1848 communication services, information services, or Internet
1849 services, the expense must be shared by all participating parcel
1850 owners. The association may use the provisions of s. 720.3085 to
1851 enforce payment by the parcel owners receiving such services.

1852 (c) A resident of any parcel, whether a tenant or parcel
1853 owner, may not be denied access to available franchised,
1854 licensed, or certificated cable or video service providers if
1855 the resident pays the provider directly for services. A resident
1856 or a cable or video service provider may not be required to pay
1857 anything of value in order to obtain or provide such service
1858 except for the charges normally paid for like services by
1859 residents of single-family homes located outside the community
1860 but within the same franchised, licensed, or certificated area,
1861 and except for installation charges agreed to between the
1862 resident and the service provider.

1863 Section 23. This act shall take effect July 1, 2011.

1864
1865 ===== T I T L E A M E N D M E N T =====

1866 And the title is amended as follows:

1867 Delete everything before the enacting clause
1868 and insert:

1869 A bill to be entitled



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1870 An act relating to condominium, cooperative, and
1871 homeowners' associations; amending s. 633.0215, F.S.;
1872 exempting certain residential buildings from a
1873 requirement to install a manual fire alarm system;
1874 amending s. 718.111, F.S.; revising provisions
1875 relating to the official records of condominium
1876 associations; providing for disclosure of employment
1877 agreements or compensation paid to association
1878 employees; amending s. 718.112, F.S.; revising
1879 provisions relating to bylaws; providing that board of
1880 administration meetings discussing personnel matters
1881 are not open to unit members; revising requirements
1882 for electing the board of directors; providing for
1883 continued office and for filling vacancies under
1884 certain circumstances; specifying unit owner
1885 eligibility for board membership; requiring that
1886 certain educational curriculum be completed within a
1887 specified time before the election or appointment of a
1888 board director; amending s. 718.113, F.S.; authorizing
1889 the board of a condominium association to install
1890 impact glass or other code-compliant windows under
1891 certain circumstances; amending s. 718.114, F.S.;
1892 requiring the vote or written consent of a majority of
1893 the voting interests before a condominium association
1894 may enter into certain agreements to acquire
1895 leaseholds, memberships, or other possessory or use
1896 interests; amending s. 718.116, F.S.; revising
1897 provisions relating to condominium assessments;
1898 providing that an association that acquires title to a



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1899 unit through the foreclosure of its lien for
1900 assessments is not liable for unpaid assessments, late
1901 fees, interest, or attorney's fees and costs under
1902 specified circumstances; conforming a cross-reference;
1903 revising provisions authorizing an association to
1904 collect rent from the tenant of a unit owner that owes
1905 money to the association; amending s. 718.117, F.S.;
1906 providing a procedure for the termination of ownership
1907 of a condominium if the units have been totally
1908 destroyed or demolished; providing procedures and
1909 requirements for partial termination of a condominium
1910 property; requiring that a lien against a condominium
1911 unit being terminated be transferred to the proceeds
1912 of sale for that property; amending s. 718.303, F.S.;
1913 revising provisions relating to imposing remedies
1914 against a delinquent unit owner or occupant; providing
1915 for the suspension of certain rights of use or voting
1916 rights; forbidding a voting interest or consent right
1917 allocated to a unit or member which has been suspended
1918 from being counted toward the total number of voting
1919 interests; requiring that the suspension of certain
1920 rights of use or voting rights be approved at a
1921 noticed board meeting; amending s. 718.703. F.S.;
1922 redefining the term "bulk assignee" for purposes of
1923 the Distressed Condominium Relief Act; amending s.
1924 718.704, F.S.; revising provisions relating to the
1925 assignment of developer rights by a bulk assignee;
1926 amending s. 718.705, F.S.; revising provisions
1927 relating to the transfer of control of a condominium



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1928 board of administration to unit owners; amending s.
1929 718.706, F.S.; revising provisions relating to the
1930 offering of units by a bulk assignee or bulk buyer;
1931 amending s. 718.707, F.S.; revising the time
1932 limitation for classification as a bulk assignee or
1933 bulk buyer; amending s. 719.108, F.S.; deleting a
1934 provision authorizing an association to add
1935 administrative late fees and costs for collection
1936 services to a lien against a cooperative parcel for
1937 unpaid rents and assessments; amending s. 719.303,
1938 F.S.; revising provisions relating to imposing
1939 remedies against a delinquent unit owner or occupant;
1940 providing for the suspension of certain rights of use
1941 or voting rights; forbidding a voting interest or
1942 consent right allocated to a unit or member which has
1943 been suspended from being counted toward the total
1944 number of voting interests; requiring that the
1945 suspension of certain rights of use or voting rights
1946 be approved at a noticed board meeting; amending s.
1947 720.301, F.S.; revising the definition of the term
1948 "declaration of covenants"; amending s. 720.303, F.S.;
1949 revising provisions relating to records that are not
1950 accessible to members of a homeowners' association;
1951 providing for disclosure of employment agreements and
1952 compensation paid to association employees; amending
1953 s. 720.305, F.S.; revising provisions relating to
1954 imposing remedies against a delinquent member of a
1955 homeowners' association; forbidding a voting interest
1956 or consent right allocated to a parcel or member which



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1957 has been suspended from being counted toward the total
1958 number of voting interests; requiring that the
1959 suspension of certain rights of use or voting rights
1960 be approved at a noticed board meeting; amending s.
1961 720.306, F.S.; providing limitations on who may serve
1962 on the board of directors of a homeowners'
1963 association; amending s. 720.3085, F.S.; revising
1964 provisions relating to the payment of assessments;
1965 providing that an association that acquires title to a
1966 unit through the foreclosure of its lien for
1967 assessments is not liable for unpaid assessments, late
1968 fees, interest, or attorney's fees and costs under
1969 specified circumstances; amending s. 720.309, F.S.;
1970 providing for the allocation of communication services
1971 by a homeowners' association; providing for the
1972 cancellation of communication contracts; providing
1973 that hearing-impaired or legally blind owners and
1974 owners receiving certain supplemental security income
1975 or food stamps may discontinue the service without
1976 incurring costs; providing that residents may not be
1977 denied access to available franchised, licensed, or
1978 certificated cable or video service providers;
1979 providing an effective date.