

By Senator Fasano

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

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

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59 of employment agreements and compensation paid to
60 association employees; amending s. 720.305, F.S.;
61 revising provisions relating to imposing remedies
62 against a delinquent member of a homeowners'
63 association; requiring that the suspension of certain
64 rights of use or voting rights be approved at a
65 noticed board meeting; amending s. 720.3085, F.S.;
66 authorizing a claim of lien to secure expenses for
67 collection services for a delinquent account;
68 requiring any rent payments received by an association
69 from a tenant to be applied to the most delinquent
70 monetary obligation of a parcel owner; amending s.
71 720.309, F.S.; providing for the allocation of
72 communication services by a homeowners' association;
73 providing for the cancellation of communication
74 contracts; providing that hearing-impaired or legally
75 blind owners and owners receiving certain supplemental
76 security income or food stamps may discontinue the
77 service without incurring costs; providing that
78 residents may not be denied access to available
79 franchised, licensed, or certificated cable or video
80 service providers; providing an effective date.

81
82 Be It Enacted by the Legislature of the State of Florida:

83
84 Section 1. Paragraphs (a) and (c) of subsection (12) of
85 section 718.111, Florida Statutes, are amended to read:

86 718.111 The association.—

87 (12) OFFICIAL RECORDS.—

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

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

94 2. A photocopy of the recorded declaration of condominium
95 of each condominium operated by the association and ~~of~~ each
96 amendment to each declaration.

97 3. A photocopy of the recorded bylaws of the association
98 and ~~of~~ each amendment to the bylaws.

99 4. A certified copy of the articles of incorporation of the
100 association, or other documents creating the association, and ~~of~~
101 each amendment thereto.

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

103 6. A book or books that ~~which~~ contain the minutes of all
104 meetings of the association, ~~of~~ the board of administration, and
105 the ~~of~~ unit owners, which ~~minutes~~ must be retained for at least
106 7 years.

107 7. A current roster of all unit owners and their mailing
108 addresses, unit identifications, voting certifications, and, if
109 known, telephone numbers. The association shall also maintain
110 the e-mail ~~the electronic mailing~~ addresses and facsimile ~~the~~
111 ~~numbers designated by unit owners for receiving notice sent by~~
112 ~~electronic transmission~~ of those unit owners consenting to
113 receive notice by electronic transmission. The e-mail ~~electronic~~
114 ~~mailing~~ addresses and facsimile ~~telephone~~ numbers may not be
115 accessible to unit owners ~~must be removed from association~~
116 ~~records~~ if consent to receive notice by electronic transmission

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117 is not provided in accordance with subparagraph (c)5 ~~revoked~~.
118 However, the association is not liable for an erroneous
119 disclosure of an e-mail ~~the electronic mail~~ address or facsimile
120 ~~the~~ number for receiving electronic transmission of notices.

121 8. All current insurance policies of the association and
122 condominiums operated by the association.

123 9. A current copy of any management agreement, lease, or
124 other contract to which the association is a party or under
125 which the association or the unit owners have an obligation or
126 responsibility.

127 10. Bills of sale or transfer for all property owned by the
128 association.

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

141 a. Accurate, itemized, and detailed records of all receipts
142 and expenditures.

143 b. A current account and a monthly, bimonthly, or quarterly
144 statement of the account for each unit designating the name of
145 the unit owner, the due date and amount of each assessment, the

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146 amount paid on ~~upon~~ the account, and the balance due.

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

149 d. All contracts for work to be performed. Bids for work to
150 be performed are also considered official records and must be
151 maintained by the association.

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

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

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

161 15. All other records of the association not specifically
162 included in the foregoing which are related to the operation of
163 the association.

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

166 (c) The official records of the association are open to
167 inspection by any association member or the authorized
168 representative of such member at all reasonable times. The right
169 to inspect the records includes the right to make or obtain
170 copies, at the reasonable expense, if any, of the member. The
171 association may adopt reasonable rules regarding the frequency,
172 time, location, notice, and manner of record inspections and
173 copying. The failure of an association to provide the records
174 within 10 working days after receipt of a written request

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175 creates a rebuttable presumption that the association willfully
176 failed to comply with this paragraph. A unit owner who is denied
177 access to official records is entitled to the actual damages or
178 minimum damages for the association's willful failure to comply.
179 Minimum damages are ~~shall be~~ \$50 per calendar day for up to 10
180 days, beginning ~~the calculation to begin~~ on the 11th working day
181 after receipt of the written request. The failure to permit
182 inspection ~~of the association records as provided herein~~
183 entitles any person prevailing in an enforcement action to
184 recover reasonable attorney's fees from the person in control of
185 the records who, directly or indirectly, knowingly denied access
186 to the records. ~~Any person who knowingly or intentionally~~
187 ~~defaces or destroys accounting records that are required by this~~
188 ~~chapter to be maintained during the period for which such~~
189 ~~records are required to be maintained, or who knowingly or~~
190 ~~intentionally fails to create or maintain accounting records~~
191 ~~that are required to be created or maintained, with the intent~~
192 ~~of causing harm to the association or one or more of its~~
193 ~~members, is personally subject to a civil penalty pursuant to s.~~
194 ~~718.501(1)(d).~~ The association shall maintain an adequate number
195 of copies of the declaration, articles of incorporation, bylaws,
196 and rules, and all amendments to each of the foregoing, as well
197 as the question and answer sheet as described ~~provided for~~ in s.
198 718.504 and year-end financial information required under ~~in~~
199 this section, on the condominium property to ensure their
200 availability to unit owners and prospective purchasers, and may
201 charge its actual costs for preparing and furnishing these
202 documents to those requesting the documents. Notwithstanding ~~the~~
203 ~~provisions of~~ this paragraph, the following records are not

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204 accessible to unit owners:

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

217 2. Information obtained by an association in connection
218 with the approval of the lease, sale, or other transfer of a
219 unit.

220 3. Personnel records of association employees, including,
221 but not limited to, disciplinary, payroll, health, and insurance
222 records, but not including written employment agreements with an
223 association employee or budgetary or financial records that
224 indicate the compensation paid to an association employee.

225 4. Medical records of unit owners.

226 5. Social security numbers, driver's license numbers,
227 credit card numbers, e-mail addresses, telephone numbers,
228 facsimile numbers, emergency contact information, ~~any~~ addresses
229 of a unit owner ~~other than as provided to fulfill the~~
230 ~~association's notice requirements~~, and other personal
231 identifying information of any person, excluding the person's
232 name, unit designation, mailing address, and property address,

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233 and any address, e-mail address, or facsimile number provided to
234 the association to fulfill the association's notice
235 requirements. However, an owner may consent to the disclosure of
236 protected information described in this subparagraph. The
237 association is not liable for the disclosure of information that
238 is protected under this subparagraph if the information is
239 included in other official records of the association which are
240 not protected.

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

243 7. The software and operating system used by the
244 association which allows the manipulation of data, even if the
245 owner owns a copy of the same software used by the association.
246 The data is part of the official records of the association.

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

249 718.112 Bylaws.—

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

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

254 1. Unless a lower number is provided in the bylaws, the
255 percentage of voting interests required to constitute a quorum
256 at a meeting of the members is ~~shall be~~ a majority of the voting
257 interests. Unless otherwise provided in this chapter or in the
258 declaration, articles of incorporation, or bylaws, and except as
259 provided in subparagraph (d)4. ~~(d)3.~~, decisions shall be made by
260 ~~owners of~~ a majority of the voting interests represented at a
261 meeting at which a quorum is present.

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

288 3. Any proxy given is ~~shall be~~ effective only for the
289 specific meeting for which originally given and any lawfully
290 adjourned meetings thereof. A ~~In no event shall any proxy is not~~

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

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

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

308 (c) *Board of administration meetings.*—Meetings of the board
309 of administration at which a quorum of the members is present
310 are shall be open to all unit owners. A ~~Any~~ unit owner may tape
311 record or videotape the meetings ~~of the board of administration.~~
312 The right to attend such meetings includes the right to speak at
313 such meetings with reference to all designated agenda items. The
314 division shall adopt reasonable rules governing the tape
315 recording and videotaping of the meeting. The association may
316 adopt written reasonable rules governing the frequency,
317 duration, and manner of unit owner statements.

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

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320 agenda items, must ~~shall~~ be posted conspicuously on the
321 condominium property at least 48 continuous hours before
322 ~~preceding~~ the meeting except in an emergency. If 20 percent of
323 the voting interests petition the board to address an item of
324 business, the board ~~shall~~ at its next regular board meeting or
325 at a special meeting of the board, but not later than 60 days
326 after the receipt of the petition, shall place the item on the
327 agenda. Any item not included on the notice may be taken up on
328 an emergency basis by at least a majority plus one of the board
329 ~~members of the board~~. Such emergency action must ~~shall~~ be
330 noticed and ratified at the next regular board meeting ~~of the~~
331 ~~board~~. However, written notice of any meeting at which
332 nonemergency special assessments, or at which amendment to rules
333 regarding unit use, will be considered must ~~shall~~ be mailed,
334 delivered, or electronically transmitted to the unit owners and
335 posted conspicuously on the condominium property at least ~~not~~
336 ~~less than~~ 14 days before ~~prior to~~ the meeting. Evidence of
337 compliance with this 14-day notice requirement ~~must~~ ~~shall~~ be
338 made by an affidavit executed by the person providing the notice
339 and filed with ~~among~~ the official records of the association.
340 Upon notice to the unit owners, the board shall, by duly adopted
341 rule, designate a specific location on the condominium ~~property~~
342 or association property where ~~upon which~~ all notices of board
343 meetings are to ~~shall~~ be posted. If there is no condominium
344 ~~property~~ or association property where ~~upon which~~ notices can be
345 posted, notices ~~of board meetings~~ shall be mailed, delivered, or
346 electronically transmitted at least 14 days before the meeting
347 to the owner of each unit. In lieu of or in addition to the
348 physical posting of the notice ~~of any meeting of the board of~~

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349 ~~administration~~ on the condominium property, the association may,
350 by reasonable rule, adopt a procedure for conspicuously posting
351 and repeatedly broadcasting the notice and the agenda on a
352 closed-circuit cable television system serving the condominium
353 association. However, if broadcast notice is used in lieu of a
354 notice ~~posted~~ physically posted on ~~the~~ condominium property, the
355 notice and agenda must be broadcast at least four times every
356 broadcast hour of each day that a posted notice is otherwise
357 required under this section. If ~~When~~ broadcast notice is
358 provided, the notice and agenda must be broadcast in a manner
359 and for a sufficient continuous length of time so as to allow an
360 average reader to observe the notice and read and comprehend the
361 entire content of the notice and the agenda. Notice of any
362 meeting in which regular or special assessments against unit
363 owners are to be considered for any reason must ~~shall~~
364 specifically state that assessments will be considered and
365 provide the nature, estimated cost, and description of the
366 purposes for such assessments.

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

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

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

382 b. Board meetings held for the purpose of discussing
383 personnel matters.

384 (d) *Unit owner meetings.*—

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

391 2. Unless the bylaws provide otherwise, a vacancy on the
392 board caused by the expiration of a director's term shall be
393 filled by electing a new board member, and the election must be
394 by secret ballot. An election is not required ~~However,~~ if the
395 number of vacancies equals or exceeds the number of candidates,
396 ~~an election is not required.~~ Except in a timeshare condominium,
397 the terms of all board members ~~of the board~~ expire at the annual
398 meeting and such ~~board~~ members may stand for reelection unless
399 otherwise permitted by the bylaws. If the bylaws permit
400 staggered terms of no more than 2 years and upon approval of a
401 majority of the total voting interests, the association board
402 members may serve 2-year staggered terms. If the number of board
403 members whose terms have expired exceeds the number of eligible
404 members showing interest in or demonstrating an intention to run
405 for the vacant positions, each board member whose term has
406 expired is eligible for reappointment to the board of

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407 administration and need not stand for reelection. In a
408 condominium association of more than 10 units or in a
409 condominium association that does not include timeshare units or
410 timeshare interests, coowners of a unit may not serve as members
411 of the board of directors at the same time unless they own more
412 than one unit or unless there are not enough eligible candidates
413 to fill the vacancies on the board at the time of the vacancy.
414 Any unit owner desiring to be a candidate for board membership
415 must comply with sub-subparagraph 4.a. ~~3.a.~~ A person who has
416 been suspended or removed by the division under this chapter, or
417 who is delinquent in the payment of any fee, fine, or special or
418 regular assessment as provided in paragraph (n), is not eligible
419 for board membership. A person who has been convicted of any
420 felony in this state or in a United States District or
421 Territorial Court, or who has been convicted of any offense in
422 another jurisdiction which ~~that~~ would be considered a felony if
423 committed in this state, is not eligible for board membership
424 unless such felon's civil rights have been restored for at least
425 5 years as of the date ~~on which~~ such person seeks election to
426 the board. The validity of an action by the board is not
427 affected if it is later determined that a board member ~~of the~~
428 ~~board~~ is ineligible for board membership due to having been
429 convicted of a felony.

430 3.2. The bylaws must provide the method of calling meetings
431 of unit owners, including annual meetings. Written notice, ~~which~~
432 must include an agenda, must ~~shall~~ be mailed, hand delivered, or
433 electronically transmitted to each unit owner at least 14 days
434 before the annual meeting, and must be posted in a conspicuous
435 place on the condominium property at least 14 continuous days

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436 before ~~preceeding~~ the annual meeting. Upon notice to the unit
437 owners, the board shall, by duly adopted rule, designate a
438 specific location on the condominium property or association
439 property where ~~upon which~~ all notices of unit owner meetings
440 shall be posted. This requirement does not apply ~~However,~~ if
441 there is no condominium property or association property for
442 posting ~~upon which notices can be posted, this requirement does~~
443 ~~not apply~~. In lieu of, or in addition to, the physical posting
444 of meeting notices, the association may, by reasonable rule,
445 adopt a procedure for conspicuously posting and repeatedly
446 broadcasting the notice and the agenda on a closed-circuit cable
447 television system serving the condominium association. However,
448 if broadcast notice is used ~~in lieu of a notice posted~~
449 ~~physically on the condominium property,~~ the notice and agenda
450 must be broadcast at least four times every broadcast hour of
451 each day that a posted notice is otherwise required under this
452 section. If broadcast notice is provided, the notice and agenda
453 must be broadcast in a manner and for a sufficient continuous
454 length of time so as to allow an average reader to observe the
455 notice and read and comprehend the entire content of the notice
456 and the agenda. Unless a unit owner waives ~~in writing~~ the right
457 to receive notice of the annual meeting in writing, such notice
458 must be hand delivered, mailed, or electronically transmitted to
459 each unit owner. Notice for meetings and notice for all other
460 purposes must be mailed to each unit owner at the address last
461 furnished to the association by the unit owner, or hand
462 delivered to each unit owner. However, if a unit is owned by
463 more than one person, the association must ~~shall~~ provide notice,
464 ~~for meetings and all other purposes,~~ to the ~~that one~~ address

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465 that ~~which~~ the developer initially identified ~~identifies~~ for
466 that purpose and thereafter as one or more of the owners of the
467 unit ~~shall~~ advise the association in writing, or if no address
468 is given or the owners of the unit do not agree, to the address
469 provided on the deed of record. An officer of the association,
470 or the manager or other person providing notice of the
471 association meeting, must ~~shall~~ provide an affidavit or United
472 States Postal Service certificate of mailing, to be included in
473 the official records of the association affirming that the
474 notice was mailed or hand delivered, in accordance with this
475 provision.

476 ~~4.3.~~ The members of the board shall be elected by written
477 ballot or voting machine. Proxies may not be used in electing
478 the board in general elections or elections to fill vacancies
479 caused by recall, resignation, or otherwise, unless otherwise
480 provided in this chapter.

481 a. At least 60 days before a scheduled election, the
482 association shall mail, deliver, or electronically transmit,
483 ~~whether~~ by separate association mailing or included in another
484 association mailing, delivery, or transmission, including
485 regularly published newsletters, to each unit owner entitled to
486 a vote, a first notice of the date of the election. Any unit
487 owner or other eligible person desiring to be a candidate for
488 the board must give written notice of his or her intent to be a
489 candidate to the association at least 40 days before a scheduled
490 election. Together with the written notice and agenda as set
491 forth in subparagraph 3. 2., the association shall mail,
492 deliver, or electronically transmit a second notice of the
493 election to all unit owners entitled to vote, together with a

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494 ballot that lists all candidates. Upon request of a candidate,
495 an information sheet, no larger than 8 1/2 inches by 11 inches,
496 which must be furnished by the candidate at least 35 days before
497 the election, must be included with the mailing, delivery, or
498 transmission of the ballot, with the costs of mailing, delivery,
499 or electronic transmission and copying to be borne by the
500 association. The association is not liable for the contents of
501 the information sheets prepared by the candidates. In order to
502 reduce costs, the association may print or duplicate the
503 information sheets on both sides of the paper. The division
504 shall by rule establish voting procedures consistent with this
505 sub-subparagraph, including rules establishing procedures for
506 giving notice by electronic transmission and rules providing for
507 the secrecy of ballots. Elections shall be decided by a
508 plurality of ~~these~~ ballots cast. There is no quorum requirement;
509 however, at least 20 percent of the eligible voters must cast a
510 ballot in order to have a valid election ~~of members of the~~
511 ~~board~~. A unit owner may not permit any other person to vote his
512 or her ballot, and any ballots improperly cast are invalid. A
513 ~~provided any~~ unit owner who violates this provision may be fined
514 by the association in accordance with s. 718.303. A unit owner
515 who needs assistance in casting the ballot for the reasons
516 stated in s. 101.051 may obtain such assistance. The regular
517 election must occur on the date of the annual meeting. This sub-
518 subparagraph does not apply to timeshare condominium
519 associations. Notwithstanding this sub-subparagraph, an election
520 is not required unless more candidates file notices of intent to
521 run or are nominated than board vacancies exist.

522 b. Within 90 days after being elected or appointed to the

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523 board, each newly elected or appointed director shall certify in
524 writing to the secretary of the association that he or she has
525 read the association's declaration of condominium, articles of
526 incorporation, bylaws, and current written policies; that he or
527 she will work to uphold such documents and policies to the best
528 of his or her ability; and that he or she will faithfully
529 discharge his or her fiduciary responsibility to the
530 association's members. In lieu of this written certification,
531 within 90 days after being elected or appointed to the board,
532 the newly elected or appointed director may submit a certificate
533 of having satisfactorily completed ~~satisfactory completion of~~
534 the educational curriculum administered by a division-approved
535 condominium education provider within 1 year before the date of
536 election or appointment. The written certification or
537 educational certificate is valid and does not have to be
538 resubmitted as long as the director continuously serves on the
539 board. A director who fails to timely file the written
540 certification or educational certificate is suspended from
541 service on the board until he or she complies with this sub-
542 subparagraph. The board may temporarily fill the vacancy during
543 the period of suspension. The secretary shall cause the
544 association to retain a director's written certification or
545 educational certificate for inspection by the members for 5
546 years after a director's election. Failure to have such written
547 certification or educational certificate on file does not affect
548 the validity of any board action.

549 5.4. Any approval by unit owners called for by this chapter
550 or the applicable declaration or bylaws, including, but not
551 limited to, the approval requirement in s. 718.111(8), must

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552 ~~shall~~ be made at a duly noticed meeting of unit owners and is
553 subject to all requirements of this chapter or the applicable
554 condominium documents relating to unit owner decisionmaking,
555 except that unit owners may take action by written agreement,
556 without meetings, on matters for which action by written
557 agreement without meetings is expressly allowed by the
558 applicable bylaws or declaration or any law ~~statute~~ that
559 provides for such action.

560 ~~6.5.~~ Unit owners may waive notice of specific meetings if
561 allowed by the applicable bylaws or declaration or any law
562 ~~statute~~. If authorized by the bylaws, notice of meetings of the
563 board of administration, unit owner meetings, except unit owner
564 meetings called to recall board members under paragraph (j), and
565 committee meetings may be given by e-mail ~~electronic~~
566 ~~transmission~~ to unit owners who consent to receive notice by
567 electronic transmission.

568 ~~7.6.~~ Unit owners may ~~shall have the right to~~ participate in
569 meetings of unit owners with reference to all designated agenda
570 items. However, the association may adopt reasonable rules
571 governing the frequency, duration, and manner of unit owner
572 participation.

573 ~~8.7.~~ A ~~Any~~ unit owner may tape record or videotape a
574 meeting of the unit owners subject to reasonable rules adopted
575 by the division.

576 ~~9.8.~~ Unless otherwise provided in the bylaws, any vacancy
577 occurring on the board before the expiration of a term may be
578 filled by the affirmative vote of the majority of the remaining
579 directors, even if the remaining directors constitute less than
580 a quorum, or by the sole remaining director. In the alternative,

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581 a board may hold an election to fill the vacancy, in which case
582 the election procedures must conform to ~~the requirements of sub-~~
583 subparagraph 4.a. ~~3.a.~~ unless the association governs 10 units
584 or fewer and has opted out of the statutory election process, in
585 which case the bylaws of the association control. Unless
586 otherwise provided in the bylaws, a board member appointed or
587 elected under this section shall fill the vacancy for the
588 unexpired term of the seat being filled. Filling vacancies
589 created by recall is governed by paragraph (j) and rules adopted
590 by the division.

591
592 Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a.
593 ~~(d)3.a.~~, an association of 10 or fewer units may, by affirmative
594 vote of a majority of the total voting interests, provide for
595 different voting and election procedures in its bylaws, which
596 ~~vote~~ may be by a proxy specifically delineating the different
597 voting and election procedures. The different voting and
598 election procedures may provide for elections to be conducted by
599 limited or general proxy.

600 Section 3. Section 718.114, Florida Statutes, is amended to
601 read:

602 718.114 Association powers.—An association may ~~has the~~
603 ~~power to~~ enter into agreements, to acquire leaseholds,
604 memberships, and other possessory or use interests in lands or
605 facilities such as country clubs, golf courses, marinas, and
606 other recreational facilities, — ~~It has this power~~ whether or not
607 the lands or facilities are contiguous to the lands of the
608 condominium, if such lands and facilities ~~they~~ are intended to
609 provide enjoyment, recreation, or other use or benefit to the

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610 unit owners. All of these leaseholds, memberships, and other
611 possessory or use interests existing or created at the time of
612 recording the declaration must be stated and fully described in
613 the declaration. Subsequent to the recording of the declaration,
614 agreements acquiring these leaseholds, memberships, or other
615 possessory or use interests which are not entered into within 12
616 months following the recording of the declaration are ~~shall be~~
617 ~~considered~~ a material alteration or substantial addition to the
618 real property that is association property, and the association
619 may not acquire or enter into such agreements ~~acquiring these~~
620 ~~leaseholds, memberships, or other possessory or use interests~~
621 except upon a vote of, or written consent by, a majority of the
622 total voting interests ~~as authorized by the declaration as~~
623 ~~provided in s. 718.113~~. The declaration may provide that the
624 rental, membership fees, operations, replacements, and other
625 expenses are common expenses and may impose covenants and
626 restrictions concerning their use and may contain other
627 provisions not inconsistent with this chapter. A condominium
628 association may conduct bingo games as provided in s. 849.0931.

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

632 718.116 Assessments; liability; lien and priority;
633 interest; collection.-

634 (3) Assessments and installments on assessments which are
635 not paid when due bear interest at the rate provided in the
636 declaration, from the due date until paid. The ~~This~~ rate may not
637 exceed the rate allowed by law, and, if no rate is provided in
638 the declaration, interest accrues at the rate of 18 percent per

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639 year. ~~Also,~~ If provided by the declaration or bylaws, the
640 association may, in addition to such interest, charge an
641 administrative late fee of up to the greater of \$25 or 5 percent
642 of ~~each installment of the assessment for~~ each delinquent
643 installment for which the payment is late. The association may
644 also charge for any reasonable expenses for collection services
645 incurred relating to the delinquent account. Any payment
646 received by an association must be applied first to any interest
647 accrued by the association, then to any administrative late fee,
648 then to any expenses for collection services, then to any costs
649 and reasonable attorney's fees incurred in collection, and then
650 to the delinquent assessment. The foregoing is applicable
651 notwithstanding any restrictive endorsement, designation, or
652 instruction placed on or accompanying a payment. A late fee is
653 not subject to chapter 687 or s. 718.303(4) ~~718.303(3)~~.

654 (5)

655 (b) To be valid, a claim of lien must state the description
656 of the condominium parcel, the name of the record owner, the
657 name and address of the association, the amount due, and the due
658 dates. It must be executed and acknowledged by an officer or
659 authorized agent of the association. The lien is not effective
660 ~~longer than~~ 1 year after the claim of lien was recorded unless,
661 within that time, an action to enforce the lien is commenced.
662 The 1-year period is automatically extended for any length of
663 time during which the association is prevented from filing a
664 foreclosure action by an automatic stay resulting from a
665 bankruptcy petition filed by the parcel owner or any other
666 person claiming an interest in the parcel. The claim of lien
667 secures all unpaid assessments that are due and that may accrue

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668 after the claim of lien is recorded and through the entry of a
669 final judgment, as well as interest and all reasonable costs and
670 attorney's fees incurred by the association incident to the
671 collection process. The claim of lien also secures any
672 reasonable expenses for collection services relating to the
673 delinquent account which the association incurred before filing
674 a claim. Upon payment in full, the person making the payment is
675 entitled to a satisfaction of the lien.

676

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

691 (11) If the unit is occupied by a tenant and the unit owner
692 is delinquent in paying any monetary obligation due to the
693 association, the association may make a written demand that the
694 tenant pay all unpaid rent due to the association ~~the future~~
695 ~~monetary obligations~~ related to the ~~condominium~~ unit ~~to the~~
696 ~~association,~~ and continue to ~~the tenant must~~ make such payment

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697 until all monetary obligations of the unit owner related to the
698 unit have been paid in full to the association. ~~The demand is~~
699 ~~continuing in nature and, upon demand,~~ The tenant must pay the
700 rent ~~the monetary obligations~~ to the association until the
701 association releases the tenant or the tenant discontinues
702 tenancy in the unit. The association must mail written notice to
703 the unit owner of the association's demand that the tenant make
704 payments to the association. The association shall, upon
705 request, provide the tenant with written receipts for payments
706 made. A tenant who acts in good faith in response to a written
707 demand from an association is immune from any claim by ~~from~~ the
708 unit owner. Any payment received from a tenant must be applied
709 to the unit owner's most delinquent monetary obligation.

710 (a) If the tenant prepaid rent to the unit owner before
711 receiving the demand from the association and provides written
712 evidence of prepaying ~~paying~~ the rent to the association within
713 14 days after receiving the demand, the tenant shall receive
714 credit for the prepaid rent for the applicable period but ~~and~~
715 must make any subsequent rental payments to the association to
716 be credited against the monetary obligations of the unit owner
717 ~~to the association.~~

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

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

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

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

739 Section 5. Subsections (3), (4), and (11), paragraphs (a)
740 and (d) of subsection (12), subsection (14), paragraph (a) of
741 subsection (17), and subsections (18) and (19) of section
742 718.117, Florida Statutes, are amended to read:

743 718.117 Termination of condominium.—

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

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

761 (11) PLAN OF TERMINATION; OPTIONAL PROVISIONS; CONDITIONAL
762 TERMINATION.—

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

777 (b) In a conditional termination, the plan must specify the
778 conditions for termination. A conditional plan does not vest
779 title in the termination trustee until the plan and a
780 certificate executed by the association with the formalities of
781 a deed, confirming that the conditions in the conditional plan
782 have been satisfied or waived by the requisite percentage of the
783 voting interests, have been recorded. In a partial termination,

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784 the plan does not vest title to the surviving units or common
785 elements that remain part of the condominium property in the
786 termination trustee.

787 (12) ALLOCATION OF PROCEEDS OF SALE OF CONDOMINIUM
788 PROPERTY.—

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

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

812 (14) TITLE VESTED IN TERMINATION TRUSTEE.—If termination is

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813 pursuant to a plan of termination under subsection (2) or
814 subsection (3), ~~the unit owners' rights and title to as tenants~~
815 ~~in common in undivided interests in~~ the condominium property
816 being terminated vests ~~vest~~ in the termination trustee when the
817 plan is recorded or at a later date specified in the plan. The
818 unit owners thereafter become the beneficiaries of the proceeds
819 realized from the plan of termination as set forth in the plan.
820 The termination trustee may deal with the condominium property
821 being terminated or any interest therein if the plan confers on
822 the trustee the authority to protect, conserve, manage, sell, or
823 dispose of the condominium property. The trustee, on behalf of
824 the unit owners, may contract for the sale of real property
825 being terminated, but the contract is not binding on the unit
826 owners until the plan is approved pursuant to subsection (2) or
827 subsection (3).

828 (17) DISTRIBUTION.—

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

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

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842 termination, the association may continue as the condominium
843 association for the property that remains subject to a
844 declaration of condominium.

845 (19) CREATION OF ANOTHER CONDOMINIUM.—The termination or
846 partial termination of a condominium does not bar the filing of
847 a declaration of condominium ~~or an amended and restated~~
848 ~~declaration of condominium~~ by the termination trustee or the
849 trustee's successor in interest which affects affecting any
850 portion of the ~~same~~ property that does not continue under the
851 condominium form of ownership pursuant to the plan of
852 termination. The partial termination may provide for the
853 simultaneous filing of an amendment to the declaration of
854 condominium or an amended and restated declaration of
855 condominium by the condominium association for any portion of
856 the property remaining in the condominium form of ownership.

857 Section 6. Subsections (3), (4), and (5) of section
858 718.303, Florida Statutes, are amended, and subsection (6) is
859 added to that section, to read:

860 718.303 Obligations of owners and occupants; remedies.—

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

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

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

898 ~~(4) The notice and hearing requirements of subsection (3)~~
899 ~~do not apply to the imposition of suspensions or fines against a~~

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900 ~~unit owner or a unit's occupant, licensee, or invitee because of~~
901 ~~failing to pay any amounts due the association. If such a fine~~
902 ~~or suspension is imposed, the association must levy the fine or~~
903 ~~impose a reasonable suspension at a properly noticed board~~
904 ~~meeting, and after the imposition of such fine or suspension,~~
905 ~~the association must notify the unit owner and, if applicable,~~
906 ~~the unit's occupant, licensee, or invitee by mail or hand~~
907 ~~delivery.~~

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

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

920 Section 7. Section 718.703, Florida Statutes, is amended to
921 read:

922 718.703 Definitions.—As used in this part, the term:

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

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

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

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929 subsection (2), ~~some or all of the rights of the developer as~~
930 set forth in the declaration of condominium or this chapter: by

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

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

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

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

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

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

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

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

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958 units.

959 Section 8. Section 718.704, Florida Statutes, is amended to
960 read:

961 718.704 Assignment and assumption of developer rights by
962 bulk assignee; bulk buyer.—

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

967 (a) Warranties of the developer under s. 718.203(1) or s.
968 718.618, except as expressly provided by the bulk assignee in a
969 prospectus or offering circular, or the contract for purchase
970 and sale executed with a purchaser, or for design, construction,
971 development, or repair work performed by or on behalf of the
972 ~~such~~ bulk assignee.†

973 (b) The obligation to:

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

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

982 (c) The requirement to provide the association with a
983 cumulative audit of the association's finances from the date of
984 formation of the condominium association as required by s.
985 718.301(4)(c). However, the bulk assignee must provide an audit
986 for the period during which the bulk assignee elects or appoints

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

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

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

996

997 The bulk assignee is ~~also~~ responsible only for delivering
998 documents and materials in accordance with s. 718.705(3). A bulk
999 assignee may expressly assume some or all of the developer
1000 obligations ~~of the developer~~ described in paragraphs (a)-(e).

1001 (2) A bulk assignee assigned the developer rights ~~receiving~~
1002 ~~the assignment of the rights of the developer~~ to guarantee the
1003 level of assessments and fund budgetary deficits pursuant to s.
1004 718.116 assumes and is liable for all obligations of the
1005 developer with respect to such guarantee upon its acquisition of
1006 title to the units, including any applicable funding of reserves
1007 to the extent required by law, for as long as the guarantee
1008 remains in effect. A bulk assignee not receiving such
1009 assignment, or a bulk buyer, does not assume and is not liable
1010 for the obligations of the developer with respect to such
1011 guarantee, but is responsible for payment of assessments due on
1012 or after acquisition of the units in the same manner as all
1013 other owners of condominium parcels or as otherwise provided in
1014 s. 718.116.

1015 (3) A bulk buyer is liable for the duties and

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1016 responsibilities of a the developer under the declaration and
1017 this chapter only to the extent that such ~~provided in this part,~~
1018 ~~together with any other~~ duties or responsibilities are of the
1019 ~~developer~~ expressly assumed in writing by the bulk buyer.

1020 (4) An acquirer of condominium parcels is not a bulk
1021 assignee or a bulk buyer if the transfer to such acquirer was
1022 made:

1023 (a) Before the effective date of this part;

1024 (b) With the intent to hinder, delay, or defraud any
1025 purchaser, unit owner, or the association; ~~7~~ or if the acquirer
1026 is

1027 (c) By a person who would be considered an insider under s.
1028 726.102(7).

1029 (5) An assignment of developer rights to a bulk assignee
1030 may be made by a the developer, a previous bulk assignee, a
1031 mortgagee or assignee who has acquired title to the units and
1032 received an assignment of rights, or a court acting on behalf of
1033 the developer or the previous bulk assignee if such developer
1034 rights are held by the predecessor in title to the bulk
1035 assignee. At any particular time, there may not be ~~no~~ more than
1036 one bulk assignee within a condominium; however, ~~but~~ there may
1037 be more than one bulk buyer. If more than one acquirer of
1038 condominium parcels in the same condominium receives an
1039 assignment of developer rights in addition to those rights
1040 described in s. 718.703(2) ~~from the same person,~~ the bulk
1041 assignee is the acquirer whose instrument of assignment is
1042 recorded first in the public records of the county in which the
1043 condominium is located, and any subsequent purported bulk
1044 assignee may still qualify as a bulk buyer.

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1045 Section 9. Subsections (1) and (3) of section 718.705,
1046 Florida Statutes, are amended to read:

1047 718.705 Board of administration; transfer of control.—

1048 (1) If, at the time the bulk assignee acquires title to the
1049 units and receives an assignment of developer rights, the
1050 developer has not relinquished control of the board of
1051 administration, for purposes of determining the timing for
1052 transfer of control of the board of administration of the
1053 association ~~to unit owners other than the developer under s.~~
1054 ~~718.301(1)(a) and (b), if a bulk assignee is entitled to elect a~~
1055 ~~majority of the members of the board,~~ a condominium parcel
1056 acquired by the bulk assignee is not deemed to be conveyed to a
1057 purchaser, or owned by an owner other than the developer, until
1058 the condominium parcel is conveyed to an owner who is not a bulk
1059 assignee.

1060 (3) If a bulk assignee relinquishes control of the board of
1061 administration as set forth in s. 718.301, the bulk assignee
1062 must deliver all of those items required by s. 718.301(4).
1063 However, the bulk assignee is not required to deliver items and
1064 documents not in the possession of the bulk assignee if some
1065 items were or should have been in existence before the bulk
1066 assignee's acquisition of the units ~~during the period during~~
1067 ~~which the bulk assignee was entitled to elect at least a~~
1068 ~~majority of the members of the board of administration.~~ In
1069 conjunction with the acquisition of units ~~condominium parcels,~~ a
1070 bulk assignee shall undertake a good faith effort to obtain the
1071 documents and materials that must be provided to the association
1072 pursuant to s. 718.301(4). If the bulk assignee is not able to
1073 obtain ~~all of~~ such documents and materials, the bulk assignee

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1074 must certify in writing to the association the names or
1075 descriptions of the documents and materials that were not
1076 obtainable by the bulk assignee. Delivery of the certificate
1077 relieves the bulk assignee of responsibility for delivering the
1078 documents and materials referenced in the certificate as
1079 otherwise required under ss. 718.112 and 718.301 and this part.
1080 The responsibility of the bulk assignee for the audit required
1081 by s. 718.301(4) commences as of the date on which the bulk
1082 assignee elected or appointed a majority of the members of the
1083 board of administration.

1084 Section 10. Section 718.706, Florida Statutes, is amended
1085 to read:

1086 718.706 Specific provisions pertaining to offering of units
1087 by a bulk assignee or bulk buyer.—

1088 (1) Before offering more than seven ~~any~~ units in a single
1089 condominium for sale or for lease for a term exceeding 5 years,
1090 a bulk assignee or a bulk buyer must file the following
1091 documents with the division and provide such documents to a
1092 prospective purchaser or tenant:

1093 (a) An updated prospectus or offering circular, or a
1094 supplement to the prospectus or offering circular, filed by the
1095 original developer prepared in accordance with s. 718.504, which
1096 must include the form of contract for sale and for lease in
1097 compliance with s. 718.503(2);

1098 (b) An updated Frequently Asked Questions and Answers
1099 sheet;

1100 (c) The executed escrow agreement if required under s.
1101 718.202; and

1102 (d) The financial information required by s. 718.111(13).

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1103 However, if a financial information report did ~~does~~ not exist
1104 ~~for the fiscal year~~ before the acquisition of title by the bulk
1105 assignee or bulk buyer, and ~~or~~ accounting records that ~~cannot be~~
1106 ~~obtained in good faith by the bulk assignee or the bulk buyer~~
1107 ~~which would~~ permit preparation of the required financial
1108 information report for that period cannot be obtained despite
1109 good faith efforts by the bulk assignee or the bulk buyer, the
1110 bulk assignee or bulk buyer is excused from the requirement of
1111 this paragraph. However, the bulk assignee or bulk buyer must
1112 include in the purchase contract the following statement in
1113 conspicuous type:

1114
1115 ALL OR A PORTION OF THE FINANCIAL INFORMATION REPORT
1116 REQUIRED UNDER S. 718.111(13) FOR THE TIME PERIOD
1117 BEFORE THE SELLER'S ACQUISITION OF THE UNIT
1118 ~~IMMEDIATELY PRECEDING FISCAL YEAR OF THE ASSOCIATION~~
1119 IS NOT AVAILABLE OR CANNOT BE OBTAINED DESPITE THE
1120 GOOD FAITH EFFORTS OF ~~CREATED BY THE SELLER DUE TO THE~~
1121 ~~INSUFFICIENT ACCOUNTING RECORDS OF THE ASSOCIATION.~~

1122
1123 (2) Before offering more than seven ~~any~~ units in a single
1124 condominium for sale or for lease for a term exceeding 5 years,
1125 a bulk assignee or a bulk buyer must file with the division and
1126 provide to a prospective purchaser or tenant under a lease for a
1127 term exceeding 5 years a disclosure statement that includes, but
1128 is not limited to:

1129 (a) A description of any ~~rights~~ of the developer rights
1130 that ~~developer which~~ have been assigned to the bulk assignee or
1131 bulk buyer;

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1132 (b) The following statement in conspicuous type:

1133
 1134 THE SELLER IS NOT OBLIGATED FOR ANY WARRANTIES OF THE
 1135 DEVELOPER UNDER S. 718.203(1) OR S. 718.618, AS
 1136 APPLICABLE, EXCEPT FOR DESIGN, CONSTRUCTION,
 1137 DEVELOPMENT, OR REPAIR WORK PERFORMED BY OR ON BEHALF
 1138 OF THE SELLER; and

1139
 1140 (c) If the condominium is a conversion subject to part VI,
 1141 the following statement in conspicuous type:

1142
 1143 THE SELLER HAS NO OBLIGATION TO FUND CONVERTER
 1144 RESERVES OR TO PROVIDE CONVERTER WARRANTIES UNDER S.
 1145 718.618 ON ANY PORTION OF THE CONDOMINIUM PROPERTY
 1146 EXCEPT AS ~~MAY BE~~ EXPRESSLY REQUIRED OF THE SELLER IN
 1147 THE CONTRACT FOR PURCHASE AND SALE EXECUTED BY THE
 1148 SELLER AND THE PREVIOUS DEVELOPER AND PERTAINING TO
 1149 ANY DESIGN, CONSTRUCTION, DEVELOPMENT, OR REPAIR WORK
 1150 PERFORMED BY OR ON BEHALF OF THE SELLER.

1151
 1152 (3) A bulk assignee, while ~~it is~~ in control of the board of
 1153 administration of the association, may not authorize, on behalf
 1154 of the association:

1155 (a) The waiver of reserves or the reduction of funding of
 1156 the reserves pursuant to s. 718.112(2)(f)2., unless approved by
 1157 a majority of the voting interests not controlled by the
 1158 developer, bulk assignee, and bulk buyer; or

1159 (b) The use of reserve expenditures for other purposes
 1160 pursuant to s. 718.112(2)(f)3., unless approved by a majority of

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1161 the voting interests not controlled by the developer, bulk
1162 assignee, and bulk buyer.

1163 (4) A bulk assignee or a bulk buyer must comply with ~~all~~
1164 ~~the requirements of~~ s. 718.302 regarding any contracts entered
1165 into by the association during the period the bulk assignee or
1166 bulk buyer maintains control of the board of administration.
1167 Unit owners shall be provided ~~afforded~~ all of the rights and ~~the~~
1168 protections contained in s. 718.302 regarding agreements entered
1169 into by the association which are under the control of ~~before~~
1170 ~~unit owners other than~~ the developer, bulk assignee, or bulk
1171 buyer ~~elected a majority of the board of administration.~~

1172 (5) Notwithstanding any other provision of this part, a
1173 bulk assignee or a bulk buyer is not required to comply with the
1174 filing or disclosure requirements of subsections (1) and (2) if
1175 all of the units owned by the bulk assignee or bulk buyer are
1176 offered and conveyed to a single purchaser in a single
1177 transaction. ~~A bulk buyer must comply with the requirements~~
1178 ~~contained in the declaration regarding any transfer of a unit,~~
1179 ~~including sales, leases, and subleases. A bulk buyer is not~~
1180 ~~entitled to any exemptions afforded a developer or successor~~
1181 ~~developer under this chapter regarding the transfer of a unit,~~
1182 ~~including sales, leases, or subleases.~~

1183 Section 11. Section 718.707, Florida Statutes, is amended
1184 to read:

1185 718.707 Time limitation for classification as bulk assignee
1186 or bulk buyer.—A person acquiring condominium parcels may not be
1187 classified as a bulk assignee or bulk buyer unless the
1188 condominium parcels were acquired on or after July 1, 2010, but
1189 before July 1, 2012. The date of such acquisition shall be

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1190 determined by the date of recording ~~of~~ a deed or other
1191 instrument of conveyance for such parcels in the public records
1192 of the county in which the condominium is located, or by the
1193 date of issuing ~~issuance of~~ a certificate of title in a
1194 foreclosure proceeding with respect to such condominium parcels.

1195 Section 12. Subsection (10) of section 719.108, Florida
1196 Statutes, is amended to read:

1197 719.108 Rents and assessments; liability; lien and
1198 priority; interest; collection; cooperative ownership.—

1199 (10) If the unit is occupied by a tenant and the unit owner
1200 is delinquent in paying any monetary obligation due to the
1201 association, the association may make a written demand that the
1202 tenant pay all unpaid rent due to the association ~~the future~~
1203 ~~monetary obligations~~ related to the unit ~~cooperative share to~~
1204 ~~the association~~ and continue to the tenant must make such
1205 payment until all monetary obligations of the unit owner related
1206 to the unit have been paid in full to the association. ~~The~~
1207 ~~demand is continuing in nature, and upon demand,~~ The tenant must
1208 pay the rent ~~the monetary obligations~~ to the association until
1209 the association releases the tenant or the tenant discontinues
1210 tenancy in the unit. The association must mail written notice to
1211 the unit owner of the association's demand that the tenant make
1212 payments to the association. The association shall, upon
1213 request, provide the tenant with written receipts for payments
1214 made. A tenant who acts in good faith in response to a written
1215 demand from an association is immune from any claim by ~~from~~ the
1216 unit owner. Any payment received from a tenant by the
1217 association must be applied to the unit owner's most delinquent
1218 monetary obligation.

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1219 (a) If the tenant prepaid rent to the unit owner before
1220 receiving the demand from the association and provides written
1221 evidence of prepaying ~~paying~~ the rent to the association within
1222 14 days after receiving the demand, the tenant shall receive
1223 credit for the prepaid rent for the applicable period but ~~and~~
1224 must make any subsequent rental payments to the association to
1225 be credited against the monetary obligations of the unit owner
1226 ~~to the association.~~

1227 (b) The tenant is not liable for increases in the amount of
1228 the regular monetary obligations due unless the tenant was
1229 notified in writing of the increase at least 10 days before the
1230 date on which the rent is due. The liability of the tenant may
1231 not exceed the amount due from the tenant to the tenant's
1232 landlord. The tenant's landlord shall provide the tenant a
1233 credit against rents due to the unit owner in the amount of
1234 moneys paid to the association ~~under this section.~~

1235 (c) The association may issue notices under s. 83.56 and
1236 may sue for eviction under ss. 83.59-83.625 as if the
1237 association were a landlord under part II of chapter 83 if the
1238 tenant fails to pay a required payment. However, the association
1239 is not otherwise considered a landlord under chapter 83 and
1240 specifically has no obligations ~~duties~~ under s. 83.51.

1241 (d) The tenant does not, by virtue of payment of monetary
1242 obligations, have any of the rights of a unit owner to vote in
1243 any election or to examine the books and records of the
1244 association.

1245 (e) A court may supersede the effect of this subsection by
1246 appointing a receiver.

1247 Section 13. Subsection (3) of section 719.303, Florida

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1248 Statutes, is amended, and subsections (4), (5), and (6) are
1249 added to that section, to read:

1250 719.303 Obligations of owners.—

1251 ~~(3) If the cooperative documents so provide,~~ The
1252 association may levy reasonable fines ~~against a unit owner~~ for
1253 failure of the unit owner or the unit's occupant, ~~his or her~~
1254 licensee, or invitee ~~or the unit's occupant~~ to comply with any
1255 provision of the cooperative documents or reasonable rules of
1256 the association. A fine may not ~~No fine shall~~ become a lien
1257 against a unit. ~~No fine shall exceed \$100 per violation.~~
1258 ~~However,~~ A fine may be levied on the basis of each day of a
1259 continuing violation, with a single notice and opportunity for
1260 hearing. However, the fine may not exceed \$100 per violation, or
1261 \$1,000 ~~provided that no such fine shall~~ in the aggregate exceed
1262 \$1,000. ~~A~~ No fine may not be levied except after giving
1263 reasonable notice and opportunity for a hearing to the unit
1264 owner and, if applicable, the unit's ~~his or her~~ licensee or
1265 invitee. The hearing must ~~shall~~ be held before a committee of
1266 other unit owners. If the committee does not agree with the
1267 fine, it may ~~shall~~ not be levied. ~~This subsection does not apply~~
1268 ~~to unoccupied units.~~

1269 (4) If a unit owner is more than 90 days delinquent in
1270 paying a monetary obligation due to the association, the
1271 association may suspend the right of the unit owner or the
1272 unit's occupant, licensee, or invitee to use common elements,
1273 common facilities, or any other association property until the
1274 monetary obligation is paid. This subsection does not apply to
1275 limited common elements intended to be used only by that unit,
1276 common elements needed to access the unit, utility services

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1277 provided to the unit, parking spaces, or elevators. The notice
1278 and hearing requirements under subsection (3) do not apply to
1279 suspensions imposed under this subsection.

1280 (5) An association may suspend the voting rights of a
1281 member due to nonpayment of any monetary obligation due to the
1282 association which is more than 90 days delinquent. The
1283 suspension ends upon full payment of all obligations currently
1284 due or overdue the association. The notice and hearing
1285 requirements under subsection (3) do not apply to a suspension
1286 imposed under this subsection.

1287 (6) All suspensions imposed pursuant to subsection (4) or
1288 subsection (5) must be approved at a properly noticed board
1289 meeting. Upon approval, the association must notify the unit
1290 owner and, if applicable, the unit's occupant, licensee, or
1291 invitee by mail or hand delivery.

1292 Section 14. Paragraph (c) of subsection (5) of section
1293 720.303, Florida Statutes, is amended to read:

1294 720.303 Association powers and duties; meetings of board;
1295 official records; budgets; financial reporting; association
1296 funds; recalls.—

1297 (5) INSPECTION AND COPYING OF RECORDS.—The official records
1298 shall be maintained within the state and must be open to
1299 inspection and available for photocopying by members or their
1300 authorized agents at reasonable times and places within 10
1301 business days after receipt of a written request for access.
1302 This subsection may be complied with by having a copy of the
1303 official records available for inspection or copying in the
1304 community. If the association has a photocopy machine available
1305 where the records are maintained, it must provide parcel owners

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1306 with copies on request during the inspection if the entire
1307 request is limited to no more than 25 pages.

1308 (c) The association may adopt reasonable written rules
1309 governing the frequency, time, location, notice, records to be
1310 inspected, and manner of inspections, but may not require a
1311 parcel owner to demonstrate any proper purpose for the
1312 inspection, state any reason for the inspection, or limit a
1313 parcel owner's right to inspect records to less than one 8-hour
1314 business day per month. The association may impose fees to cover
1315 the costs of providing copies of the official records,
1316 including, without limitation, the costs of copying. The
1317 association may charge up to 50 cents per page for copies made
1318 on the association's photocopier. If the association does not
1319 have a photocopy machine available where the records are kept,
1320 or if the records requested to be copied exceed 25 pages in
1321 length, the association may have copies made by an outside
1322 vendor or association management company personnel and may
1323 charge the actual cost of copying, including any reasonable
1324 costs involving personnel fees and charges at an hourly rate for
1325 vendor or employee time to cover administrative costs to the
1326 vendor or association. The association shall maintain an
1327 adequate number of copies of the recorded governing documents,
1328 to ensure their availability to members and prospective members.
1329 Notwithstanding this paragraph, the following records are not
1330 accessible to members or parcel owners:

1331 1. Any record protected by the lawyer-client privilege as
1332 described in s. 90.502 and any record protected by the work-
1333 product privilege, including, but not limited to, a ~~any~~ record
1334 prepared by an association attorney or prepared at the

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1335 attorney's express direction which reflects a mental impression,
1336 conclusion, litigation strategy, or legal theory of the attorney
1337 or the association and which was prepared exclusively for civil
1338 or criminal litigation or for adversarial administrative
1339 proceedings or which was prepared in anticipation of such
1340 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~
1341 ~~administrative~~ proceedings until the conclusion of the
1342 litigation or ~~administrative~~ proceedings.

1343 2. Information obtained by an association in connection
1344 with the approval of the lease, sale, or other transfer of a
1345 parcel.

1346 3. Personnel records of the association's employees,
1347 including, but not limited to, disciplinary, payroll, health,
1348 and insurance records, but not including written employment
1349 agreements with an association employee or budgetary or
1350 financial records that indicate the compensation paid to an
1351 association employee.

1352 4. Medical records of parcel owners or community residents.

1353 5. Social security numbers, driver's license numbers,
1354 credit card numbers, e-mail ~~electronic mailing~~ addresses,
1355 telephone numbers, facsimile numbers, emergency contact
1356 information, any addresses for a parcel owner other than as
1357 provided for association notice requirements, and other personal
1358 identifying information of any person, excluding the person's
1359 name, parcel designation, mailing address, and property address.

1360 6. Any electronic security measure that is used by the
1361 association to safeguard data, including passwords.

1362 7. The software and operating system used by the
1363 association which allows the manipulation of data, even if the

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1364 owner owns a copy of the same software used by the association.
1365 The data is part of the official records of the association.

1366 Section 15. Subsections (2) and (3) of section 720.305,
1367 Florida Statutes, are amended and renumbered as subsections (3)
1368 and (4), respectively, and subsection (5) is added to that
1369 section, to read:

1370 720.305 Obligations of members; remedies at law or in
1371 equity; levy of fines and suspension of use rights.-

1372 (2) The association ~~If a member is delinquent for more than~~
1373 ~~90 days in paying a monetary obligation due the association, an~~
1374 ~~association may suspend, until such monetary obligation is paid,~~
1375 ~~the rights of a member or a member's tenants, guests, or~~
1376 ~~invitees, or both, to use common areas and facilities and may~~
1377 levy reasonable fines of up to \$100 per violation, against any
1378 member or any member's tenant, guest, or invitee for the failure
1379 of the owner of the parcel, or its occupant, licensee, or
1380 invitee, to comply with any provision of the declaration, the
1381 association bylaws, or reasonable rules of the association. A
1382 fine may be levied for each day of a continuing violation, with
1383 a single notice and opportunity for hearing, except that the a
1384 fine may not exceed \$1,000 in the aggregate unless otherwise
1385 provided in the governing documents. A fine of less than \$1,000
1386 may not become a lien against a parcel. In any action to recover
1387 a fine, the prevailing party is entitled to ~~collect its~~
1388 reasonable attorney's fees and costs from the nonprevailing
1389 party as determined by the court.

1390 (a) If the governing documents so provide, an association
1391 may suspend, for a reasonable period of time, the rights of a
1392 member or a member's tenant, guest, or invitee, to use common

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1393 areas and facilities for the failure of the owner of the parcel,
1394 or its occupant, licensee, or invitee, to comply with any
1395 provision of the declaration, the association bylaws, or
1396 reasonable rules of the association. ~~The provisions regarding~~
1397 ~~the suspension of use rights do not apply to the portion of~~
1398 ~~common areas that must be used to provide access to the parcel~~
1399 ~~or utility services provided to the parcel.~~

1400 (b)-(a) A fine or suspension may not be imposed without at
1401 least 14 days' notice to the person sought to be fined or
1402 suspended and an opportunity for a hearing before a committee of
1403 at least three members appointed by the board who are not
1404 officers, directors, or employees of the association, or the
1405 spouse, parent, child, brother, or sister of an officer,
1406 director, or employee. If the committee, by majority vote, does
1407 not approve a proposed fine or suspension, it may not be
1408 imposed. If the association imposes a fine or suspension, the
1409 association must provide written notice of such fine or
1410 suspension by mail or hand delivery to the parcel owner and, if
1411 applicable, to any tenant, licensee, or invitee of the parcel
1412 owner.

1413 (3) If a member is more than 90 days delinquent in paying a
1414 monetary obligation due the association, the association may
1415 suspend the rights of a member, or a member's tenant, guest, or
1416 invitee, to use common areas and facilities until the monetary
1417 obligation is paid. The subsection does not apply to that
1418 portion of common areas used to provide access to the parcel or
1419 to utility services provided to the parcel.

1420 ~~(b)~~ Suspension does ~~of common area use rights do~~ not impair
1421 the right of an owner or tenant of a parcel to have vehicular

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1422 and pedestrian ingress to and egress from the parcel, including,
1423 but not limited to, the right to park. The notice and hearing
1424 requirements under subsection (2) do not apply to a suspension
1425 imposed under this subsection.

1426 ~~(4) (3) If the governing documents so provide,~~ An
1427 association may suspend the voting rights of a member for the
1428 nonpayment of any monetary obligation that is more than regular
1429 ~~annual assessments that are delinquent in excess of 90 days~~
1430 delinquent. The notice and hearing requirements under subsection
1431 (2) do not apply to a suspension imposed under this subsection.
1432 The suspension ends upon full payment of all obligations
1433 currently due or overdue the association.

1434 (5) All suspensions imposed pursuant to subsection (3) or
1435 subsection (4) must be approved at a properly noticed board
1436 meeting. Upon approval, the association must notify the parcel
1437 owner and, if applicable, the parcel's occupant, licensee, or
1438 invitee by mail or hand delivery.

1439 Section 16. Paragraph (a) of subsection (1) and subsection
1440 (8) of section 720.3085, Florida Statutes, are amended to read:

1441 720.3085 Payment for assessments; lien claims.—

1442 (1) When authorized by the governing documents, the
1443 association has a lien on each parcel to secure the payment of
1444 assessments and other amounts provided for by this section.
1445 Except as otherwise set forth in this section, the lien is
1446 effective from and shall relate back to the date on which the
1447 original declaration of the community was recorded. However, as
1448 to first mortgages of record, the lien is effective from and
1449 after recording of a claim of lien in the public records of the
1450 county in which the parcel is located. This subsection does not

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1451 bestow upon any lien, mortgage, or certified judgment of record
1452 on July 1, 2008, including the lien for unpaid assessments
1453 created in this section, a priority that, by law, the lien,
1454 mortgage, or judgment did not have before July 1, 2008.

1455 (a) To be valid, a claim of lien must state the description
1456 of the parcel, the name of the record owner, the name and
1457 address of the association, the assessment amount due, and the
1458 due date. The claim of lien secures ~~shall secure~~ all unpaid
1459 assessments that are due and ~~that~~ may accrue subsequent to the
1460 recording of the claim of lien and before entry of a certificate
1461 of title, as well as interest, late charges, and reasonable
1462 costs and attorney's fees incurred by the association incident
1463 to the collection process. The claim of lien also secures any
1464 reasonable expenses for collection services relating to the
1465 delinquent account which the association incurred before filing
1466 a claim. The person making ~~the~~ payment is entitled to a
1467 satisfaction of the lien upon payment in full.

1468 (8) If the parcel is occupied by a tenant and the parcel
1469 owner is delinquent in paying any monetary obligation due to the
1470 association, the association may demand that the tenant pay all
1471 unpaid rent due to the association ~~the future monetary~~
1472 ~~obligations~~ related to the parcel until all the monetary
1473 obligations of the parcel owner related to the parcel have been
1474 paid. The demand is continuing in nature, and upon demand, the
1475 tenant must continue to pay the rent to the association ~~the~~
1476 ~~monetary obligations~~ until the association releases the tenant
1477 or the tenant discontinues tenancy in the parcel. A tenant who
1478 acts in good faith in response to a written demand from an
1479 association is immune from any claim by ~~from~~ the parcel owner.

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1480 Any payment received from a tenant by the association must be
1481 applied to the parcel owner's most delinquent monetary
1482 obligation.

1483 (a) If the tenant prepaid rent to the parcel owner before
1484 receiving the demand from the association and provides written
1485 evidence of prepaying ~~paying~~ the rent to the association within
1486 14 days after receiving the demand, the tenant shall receive
1487 credit for the prepaid rent for the applicable period but ~~and~~
1488 must make any subsequent rental payments to the association to
1489 be credited against the monetary obligations of the parcel owner
1490 to the association. The association shall, upon request, provide
1491 the tenant with written receipts for payments made. The
1492 association shall mail written notice to the parcel owner of the
1493 association's demand that the tenant pay monetary obligations to
1494 the association.

1495 (b) The tenant is not liable for increases in the amount of
1496 the monetary obligations due unless the tenant was notified in
1497 writing of the increase at least 10 days before the date on
1498 which the rent is due. The tenant shall be given a credit
1499 against rents due to the parcel owner in the amount of
1500 assessments paid to the association.

1501 (c) The association may issue notices under s. 83.56 and
1502 may sue for eviction under ss. 83.59-83.625 as if the
1503 association were a landlord under part II of chapter 83 if the
1504 tenant fails to pay a monetary obligation. However, the
1505 association is not otherwise considered a landlord under chapter
1506 83 and specifically has no obligations ~~duties~~ under s. 83.51.

1507 (d) The tenant does not, by virtue of payment of monetary
1508 obligations, have any of the rights of a parcel owner to vote in

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1509 any election or to examine the books and records of the
1510 association.

1511 (e) A court may supersede the effect of this subsection by
1512 appointing a receiver.

1513 Section 17. Section 720.309, Florida Statutes, is amended
1514 to read:

1515 720.309 Agreements entered into by the association.—

1516 (1) Any grant or reservation made by any document, and any
1517 contract that has with a term greater than in excess of 10
1518 years, that is made by an association before control of the
1519 association is turned over to the members other than the
1520 developer, and that provides which provide for the operation,
1521 maintenance, or management of the association or common areas,
1522 must be fair and reasonable.

1523 (2) If the governing documents provide for the cost of
1524 communication services as defined in s. 202.11, information
1525 services, or Internet services obtained pursuant to a bulk
1526 contract shall be deemed an operating expense of the
1527 association. If the governing documents do not provide for such
1528 services, the board may contract for the services and the cost
1529 shall be deemed an operating expense of the association but must
1530 be allocated on a per-parcel basis rather than a percentage
1531 basis notwithstanding that the governing documents provide for
1532 other than an equal sharing of operating expenses. Any contract
1533 entered into before July 1, 2011, in which the cost of the
1534 service is not equally divided among all parcel owners may be
1535 changed by a majority of the voting interests present at a
1536 regular or special meeting of the association in order to
1537 allocate the cost equally among all parcels.

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1538 (a) Any contract entered into may be canceled by a majority
1539 of the voting interests present at the next regular or special
1540 meeting of the association, whichever occurs first. Any member
1541 may make a motion to cancel such contract, but if no motion is
1542 made or if such motion fails to obtain the required vote, the
1543 contract shall be deemed ratified for the term expressed
1544 therein.

1545 (b) Any contract entered into must provide, and shall be
1546 deemed to provide if not expressly set forth therein, that a
1547 hearing-impaired or legally blind parcel owner who does not
1548 occupy the parcel with a non-hearing-impaired or sighted person,
1549 or any parcel owner receiving supplemental security income under
1550 Title XVI of the Social Security Act or food stamps as
1551 administered by the Department of Children and Family Services
1552 pursuant to s. 414.31, may discontinue the service without
1553 incurring disconnect fees, penalties, or subsequent service
1554 charges, and may not be required to pay any operating expenses
1555 charge related to such service for those parcels. If fewer than
1556 all parcel owners share the expenses of the communication
1557 services, information services, or Internet services, the
1558 expense must be shared by all participating parcel owners. The
1559 association may use the provisions of s. 720.3085 to enforce
1560 payment by the parcel owners receiving such services.

1561 (c) A resident of any parcel, whether a tenant or parcel
1562 owner, may not be denied access to available franchised,
1563 licensed, or certificated cable or video service providers if
1564 the resident pays the provider directly for services. A resident
1565 or cable or video service provider may not be required to pay
1566 anything of value in order to obtain or provide such service

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1567 except for the charges normally paid for like services by
1568 residents of single-family homes located outside the community
1569 but within the same franchised, licensed, or certificated area,
1570 and except for installation charges agreed to between the
1571 resident and the service provider.

1572 Section 18. This act shall take effect July 1, 2011.