

By the Committee on Regulated Industries; and 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 bylaws; providing that
9 board of administration meetings discussing personnel
10 matters are not open to unit members; revising
11 requirements for electing the board of directors;
12 providing for continued office and for filling
13 vacancies under certain circumstances; specifying unit
14 owner eligibility for board membership; requiring that
15 certain educational curriculum be completed within a
16 specified time before the election or appointment of a
17 board director; amending s. 718.114, F.S.; requiring
18 the vote or written consent of a majority of the
19 voting interests before a condominium association may
20 enter into certain agreements to acquire leaseholds,
21 memberships, or other possessory or use interests;
22 amending s. 718.116, F.S.; revising provisions
23 relating to condominium assessments; authorizing the
24 association to charge for collection services for
25 delinquent accounts; authorizing a claim of lien to
26 secure reasonable expenses for collection services for
27 a delinquent account; requiring any rent payments
28 received by an association from a tenant to be applied
29 to the oldest delinquent monetary obligation of a unit

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30 owner; amending s. 718.117, F.S.; providing procedures
31 and requirements for partial termination of a
32 condominium property; requiring that a lien against a
33 condominium unit being terminated be transferred to
34 the proceeds of sale for that property; amending s.
35 718.303, F.S.; revising provisions relating to
36 imposing remedies against a delinquent unit owner or
37 occupant; providing for the suspension of certain
38 rights of use or voting rights; requiring that the
39 suspension of certain rights of use or voting rights
40 be approved at a noticed board meeting; amending s.
41 718.703, F.S.; redefining the term "bulk assignee" for
42 purposes of the Distressed Condominium Relief Act;
43 amending s. 718.704, F.S.; revising provisions
44 relating to the assignment of developer rights by a
45 bulk assignee; amending s. 718.705, F.S.; revising
46 provisions relating to the transfer of control of a
47 condominium board of administration to unit owners;
48 amending s. 718.706, F.S.; revising provisions
49 relating to the offering of units by a bulk assignee
50 or bulk buyer; amending s. 718.707, F.S.; revising the
51 time limitation for classification as a bulk assignee
52 or bulk buyer; amending s. 719.108, F.S.; authorizing
53 an association to charge for collection services for
54 delinquent accounts; authorizing a claim of lien to
55 secure reasonable expenses for collection services for
56 a delinquent account; requiring any rent payments
57 received by a cooperative association from a tenant to
58 be applied to the oldest delinquent monetary

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59 obligation of a unit owner; amending s. 719.303, F.S.;
60 revising provisions relating to imposing remedies
61 against a delinquent unit owner or occupant; providing
62 for the suspension of certain rights of use or voting
63 rights; requiring that the suspension of certain
64 rights of use or voting rights be approved at a
65 noticed board meeting; amending s. 720.303, F.S.;
66 revising provisions relating to records that are not
67 accessible to members of a homeowners' association;
68 providing for disclosure of employment agreements and
69 compensation paid to association employees; amending
70 s. 720.305, F.S.; revising provisions relating to
71 imposing remedies against a delinquent member of a
72 homeowners' association; requiring that the suspension
73 of certain rights of use or voting rights be approved
74 at a noticed board meeting; amending s. 720.3085,
75 F.S.; authorizing an association to charge for
76 collection services for delinquent accounts;
77 authorizing a claim of lien to secure expenses for
78 collection services for a delinquent account;
79 requiring any rent payments received by an association
80 from a tenant to be applied to the oldest delinquent
81 monetary obligation of a parcel owner; amending s.
82 720.309, F.S.; providing for the allocation of
83 communication services by a homeowners' association;
84 providing for the cancellation of communication
85 contracts; providing that hearing-impaired or legally
86 blind owners and owners receiving certain supplemental
87 security income or food stamps may discontinue the

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88 service without incurring costs; providing that
89 residents may not be denied access to available
90 franchised, licensed, or certificated cable or video
91 service providers; providing an effective date.

92

93 Be It Enacted by the Legislature of the State of Florida:

94

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

97 718.111 The association.—

98 (12) OFFICIAL RECORDS.—

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

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

105 2. A photocopy of the recorded declaration of condominium
106 of each condominium operated by the association and ~~of~~ each
107 amendment to each declaration.

108 3. A photocopy of the recorded bylaws of the association
109 and ~~of~~ each amendment to the bylaws.

110 4. A certified copy of the articles of incorporation of the
111 association, or other documents creating the association, and ~~of~~
112 each amendment thereto.

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

114 6. A book or books that ~~which~~ contain the minutes of all
115 meetings of the association, ~~of~~ the board of administration, and
116 the ~~of~~ unit owners, which minutes must be retained for at least

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117 7 years.

118 7. A current roster of all unit owners and their mailing
119 addresses, unit identifications, voting certifications, and, if
120 known, telephone numbers. The association shall also maintain
121 the electronic mailing addresses and facsimile ~~the~~ numbers
122 ~~designated by unit owners for receiving notice sent by~~
123 ~~electronic transmission of those~~ unit owners consenting to
124 receive notice by electronic transmission. The electronic
125 mailing addresses and facsimile ~~telephone~~ numbers may not be
126 accessible to unit owners ~~must be removed from association~~
127 ~~records~~ if consent to receive notice by electronic transmission
128 is not provided in accordance with subparagraph (c)5 ~~revoked~~.
129 However, the association is not liable for an erroneous
130 disclosure of the electronic mail address or facsimile ~~the~~
131 number for receiving electronic transmission of notices.

132 8. All current insurance policies of the association and
133 condominiums operated by the association.

134 9. A current copy of any management agreement, lease, or
135 other contract to which the association is a party or under
136 which the association or the unit owners have an obligation or
137 responsibility.

138 10. Bills of sale or transfer for all property owned by the
139 association.

140 11. Accounting records for the association and separate
141 accounting records for each condominium that ~~which~~ the
142 association operates. All accounting records must ~~shall~~ be
143 maintained for at least 7 years. Any person who knowingly or
144 intentionally defaces or destroys such ~~accounting~~ records
145 ~~required to be created and maintained by this chapter during the~~

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146 ~~period for which such records are required to be maintained,~~ or
147 who knowingly or intentionally fails to create or maintain such
148 records, with the intent of causing harm to the association or
149 one or more of its members, is personally subject to a civil
150 penalty pursuant to s. 718.501(1)(d). The accounting records
151 must include, but are not limited to:

152 a. Accurate, itemized, and detailed records of all receipts
153 and expenditures.

154 b. A current account and a monthly, bimonthly, or quarterly
155 statement of the account for each unit designating the name of
156 the unit owner, the due date and amount of each assessment, the
157 amount paid on ~~upon~~ the account, and the balance due.

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

160 d. All contracts for work to be performed. Bids for work to
161 be performed are also considered official records and must be
162 maintained by the association.

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

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

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

172 15. All other records of the association not specifically
173 included in the foregoing which are related to the operation of
174 the association.

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

177 (c) The official records of the association are open to
178 inspection by any association member or the authorized
179 representative of such member at all reasonable times. The right
180 to inspect the records includes the right to make or obtain
181 copies, at the reasonable expense, if any, of the member. The
182 association may adopt reasonable rules regarding the frequency,
183 time, location, notice, and manner of record inspections and
184 copying. The failure of an association to provide the records
185 within 10 working days after receipt of a written request
186 creates a rebuttable presumption that the association willfully
187 failed to comply with this paragraph. A unit owner who is denied
188 access to official records is entitled to the actual damages or
189 minimum damages for the association's willful failure to comply.
190 Minimum damages are ~~shall be~~ \$50 per calendar day for up to 10
191 days, beginning ~~the calculation to begin~~ on the 11th working day
192 after receipt of the written request. The failure to permit
193 inspection ~~of the association records as provided herein~~
194 entitles any person prevailing in an enforcement action to
195 recover reasonable attorney's fees from the person in control of
196 the records who, directly or indirectly, knowingly denied access
197 to the records. ~~Any person who knowingly or intentionally~~
198 ~~defaces or destroys accounting records that are required by this~~
199 ~~chapter to be maintained during the period for which such~~
200 ~~records are required to be maintained, or who knowingly or~~
201 ~~intentionally fails to create or maintain accounting records~~
202 ~~that are required to be created or maintained, with the intent~~
203 ~~of causing harm to the association or one or more of its~~

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204 ~~members, is personally subject to a civil penalty pursuant to s.~~
205 ~~718.501(1)(d).~~ The association shall maintain an adequate number
206 of copies of the declaration, articles of incorporation, bylaws,
207 and rules, and all amendments to each of the foregoing, as well
208 as the question and answer sheet as described ~~provided for~~ in s.
209 718.504 and year-end financial information required under ~~in~~
210 this section, on the condominium property to ensure their
211 availability to unit owners and prospective purchasers, and may
212 charge its actual costs for preparing and furnishing these
213 documents to those requesting the documents. Notwithstanding ~~the~~
214 ~~provisions of~~ this paragraph, the following records are not
215 accessible to unit owners:

216 1. Any record protected by the lawyer-client privilege as
217 described in s. 90.502; and any record protected by the work-
218 product privilege, including a ~~any~~ record prepared by an
219 association attorney or prepared at the attorney's express
220 direction, ~~+~~ which reflects a mental impression, conclusion,
221 litigation strategy, or legal theory of the attorney or the
222 association, and which was prepared exclusively for civil or
223 criminal litigation or for adversarial administrative
224 proceedings, or which was prepared in anticipation of such
225 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~
226 ~~administrative~~ proceedings until the conclusion of the
227 litigation or ~~adversarial administrative~~ proceedings.

228 2. Information obtained by an association in connection
229 with the approval of the lease, sale, or other transfer of a
230 unit.

231 3. Personnel records of association or management company
232 employees, including, but not limited to, disciplinary, payroll,

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233 health, and insurance records. For purposes of this
234 subparagraph, the term "personnel records" does not include
235 written employment agreements with an association employee or
236 budgetary or financial records that indicate the compensation
237 paid to an association employee.

238 4. Medical records of unit owners.

239 5. Social security numbers, driver's license numbers,
240 credit card numbers, e-mail addresses, telephone numbers,
241 facsimile numbers, emergency contact information, ~~any~~ addresses
242 of a unit owner ~~other than as provided to fulfill the~~
243 association's notice requirements, and other personal
244 identifying information of any person, excluding the person's
245 name, unit designation, mailing address, ~~and~~ property address,
246 and any address, e-mail address, or facsimile number provided to
247 the association to fulfill the association's notice
248 requirements. However, an owner may consent in writing to the
249 disclosure of protected information described in this
250 subparagraph. The association is not liable for the disclosure
251 of information that is protected under this subparagraph if the
252 information is included in an official record of the association
253 and is voluntarily provided by an owner and not requested by the
254 association.

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

257 7. The software and operating system used by the
258 association which allow the ~~allows~~ manipulation of data, even if
259 the owner owns a copy of the same software used by the
260 association. The data is part of the official records of the
261 association.

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

264 718.112 Bylaws.—

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

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

269 1. Unless a lower number is provided in the bylaws, the
270 percentage of voting interests required to constitute a quorum
271 at a meeting of the members is ~~shall be~~ a majority of the voting
272 interests. Unless otherwise provided in this chapter or in the
273 declaration, articles of incorporation, or bylaws, and except as
274 provided in subparagraph (d)4. ~~(d)3.~~, decisions shall be made by
275 ~~owners of~~ a majority of the voting interests represented at a
276 meeting at which a quorum is present.

277 2. Except as specifically otherwise provided herein, ~~after~~
278 ~~January 1, 1992,~~ unit owners may not vote by general proxy, but
279 may vote by limited proxies substantially conforming to a
280 limited proxy form adopted by the division. A ~~No~~ voting interest
281 or consent right allocated to a unit owned by the association
282 may not ~~shall~~ be exercised or considered for any purpose,
283 whether for a quorum, an election, or otherwise. Limited proxies
284 and general proxies may be used to establish a quorum. Limited
285 proxies shall be used for votes taken to waive or reduce
286 reserves in accordance with subparagraph (f)2.; for votes taken
287 to waive the financial reporting requirements of s. 718.111(13);
288 for votes taken to amend the declaration pursuant to s. 718.110;
289 for votes taken to amend the articles of incorporation or bylaws
290 pursuant to this section; and for any other matter for which

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291 this chapter requires or permits a vote of the unit owners.
292 Except as provided in paragraph (d), a ~~after January 1, 1992, no~~
293 proxy, limited or general, may not ~~shall~~ be used in the election
294 of board members. General proxies may be used for other matters
295 for which limited proxies are not required, and may ~~also~~ be used
296 in voting for nonsubstantive changes to items for which a
297 limited proxy is required and given. Notwithstanding ~~the~~
298 ~~provisions of~~ this subparagraph, unit owners may vote in person
299 at unit owner meetings. This subparagraph does not ~~Nothing~~
300 ~~contained herein shall~~ limit the use of general proxies or
301 require the use of limited proxies for any agenda item or
302 election at any meeting of a timeshare condominium association.

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

309 4. A member of the board of administration or a committee
310 may submit in writing his or her agreement or disagreement with
311 any action taken at a meeting that the member did not attend.
312 This agreement or disagreement may not be used as a vote for or
313 against the action taken or to create ~~and may not be used for~~
314 ~~the purposes of creating~~ a quorum.

315 5. If ~~When~~ any of the board or committee members meet by
316 telephone conference, those board or committee members ~~attending~~
317 ~~by telephone conference~~ may be counted toward obtaining a quorum
318 and may vote by telephone. A telephone speaker must be used so
319 that the conversation of those ~~board or committee~~ members

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320 ~~attending by telephone~~ may be heard by the board or committee
321 members attending in person as well as by any unit owners
322 present at a meeting.

323 (c) *Board of administration meetings.*—Meetings of the board
324 of administration at which a quorum of the members is present
325 are ~~shall be~~ open to all unit owners. A ~~Any~~ unit owner may tape
326 record or videotape the meetings ~~of the board of administration~~.
327 The right to attend such meetings includes the right to speak at
328 such meetings with reference to all designated agenda items. The
329 division shall adopt reasonable rules governing the tape
330 recording and videotaping of the meeting. The association may
331 adopt written reasonable rules governing the frequency,
332 duration, and manner of unit owner statements.

333 1. Adequate notice of all board meetings, which must ~~notice~~
334 ~~shall~~ specifically identify all ~~incorporate an identification of~~
335 agenda items, must ~~shall~~ be posted conspicuously on the
336 condominium property at least 48 continuous hours before
337 ~~preceding~~ the meeting except in an emergency. If 20 percent of
338 the voting interests petition the board to address an item of
339 business, the board ~~shall~~ at its next regular board meeting or
340 at a special meeting of the board, but not later than 60 days
341 after the receipt of the petition, shall place the item on the
342 agenda. Any item not included on the notice may be taken up on
343 an emergency basis by at least a majority plus one of the board
344 members ~~of the board~~. Such emergency action must ~~shall~~ be
345 noticed and ratified at the next regular board meeting ~~of the~~
346 ~~board~~. However, written notice of any meeting at which
347 nonemergency special assessments, or at which amendment to rules
348 regarding unit use, will be considered must ~~shall~~ be mailed,

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349 delivered, or electronically transmitted to the unit owners and
350 posted conspicuously on the condominium property at least ~~not~~
351 ~~less than~~ 14 days before ~~prior to~~ the meeting. Evidence of
352 compliance with this 14-day notice requirement must ~~shall~~ be
353 made by an affidavit executed by the person providing the notice
354 and filed with ~~among~~ the official records of the association.
355 Upon notice to the unit owners, the board shall, by duly adopted
356 rule, designate a specific location on the condominium ~~property~~
357 or association property where ~~upon which~~ all notices of board
358 meetings are to ~~shall~~ be posted. If there is no condominium
359 property or association property where ~~upon which~~ notices can be
360 posted, notices ~~of board meetings~~ shall be mailed, delivered, or
361 electronically transmitted at least 14 days before the meeting
362 to the owner of each unit. In lieu of or in addition to the
363 physical posting of the notice ~~of any meeting of the board of~~
364 ~~administration~~ on the condominium property, the association may,
365 by reasonable rule, adopt a procedure for conspicuously posting
366 and repeatedly broadcasting the notice and the agenda on a
367 closed-circuit cable television system serving the condominium
368 association. However, if broadcast notice is used in lieu of a
369 notice ~~posted~~ physically posted on ~~the~~ condominium property, the
370 notice and agenda must be broadcast at least four times every
371 broadcast hour of each day that a posted notice is otherwise
372 required under this section. If ~~When~~ broadcast notice is
373 provided, the notice and agenda must be broadcast in a manner
374 and for a sufficient continuous length of time so as to allow an
375 average reader to observe the notice and read and comprehend the
376 entire content of the notice and the agenda. Notice of any
377 meeting in which regular or special assessments against unit

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378 owners are to be considered for any reason must ~~shall~~
379 specifically state that assessments will be considered and
380 provide the nature, estimated cost, and description of the
381 purposes for such assessments.

382 2. Meetings of a committee to take final action on behalf
383 of the board or make recommendations to the board regarding the
384 association budget are subject to ~~the provisions of this~~
385 paragraph. Meetings of a committee that does not take final
386 action on behalf of the board or make recommendations to the
387 board regarding the association budget are subject to ~~the~~
388 ~~provisions of~~ this section, unless those meetings are exempted
389 from this section by the bylaws of the association.

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

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

397 b. Board meetings held for the purpose of discussing
398 personnel matters.

399 (d) *Unit owner meetings.*—

400 1. An annual meeting of the unit owners shall be held at
401 the location provided in the association bylaws and, if the
402 bylaws are silent as to the location, the meeting shall be held
403 within 45 miles of the condominium property. However, such
404 distance requirement does not apply to an association governing
405 a timeshare condominium.

406 2. Unless the bylaws provide otherwise, a vacancy on the

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407 board caused by the expiration of a director's term shall be
408 filled by electing a new board member, and the election must be
409 by secret ballot. An election is not required ~~However,~~ if the
410 number of vacancies equals or exceeds the number of candidates,
411 ~~an election is not required.~~ For purposes of this paragraph, the
412 term "candidate" means an eligible person who has timely
413 submitted the written notice, as described in sub-subparagraph
414 4.a., of his or her intention to become a candidate. Except in a
415 timeshare condominium, or if the staggered term of a board
416 member does not expire until a later annual meeting, or if all
417 members terms would otherwise expire but there are no
418 candidates, the terms of all board members ~~of the board~~ expire
419 at the annual meeting, and such ~~board~~ members may stand for
420 reelection unless prohibited ~~otherwise permitted~~ by the bylaws.
421 If the bylaws permit staggered terms of no more than 2 years and
422 upon approval of a majority of the total voting interests, the
423 association board members may serve 2-year staggered terms. If
424 the number of board members whose terms expire at the annual
425 meeting equals or ~~have expired~~ exceeds the number of candidates,
426 the candidates become members of the board effective upon the
427 adjournment of the annual meeting. Unless the bylaws provide
428 otherwise, any remaining vacancies shall be filled by the
429 affirmative vote of the majority of the directors making up the
430 newly constituted board even if the directors constitute less
431 than a quorum or there is only one director ~~eligible members~~
432 ~~showing interest in or demonstrating an intention to run for the~~
433 ~~vacant positions, each board member whose term has expired is~~
434 ~~eligible for reappointment to the board of administration and~~
435 ~~need not stand for reelection.~~ In a condominium association of

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436 more than 10 units or in a condominium association that does not
437 include timeshare units or timeshare interests, coowners of a
438 unit may not serve as members of the board of directors at the
439 same time unless they own more than one unit or unless there are
440 not enough eligible candidates to fill the vacancies on the
441 board at the time of the vacancy. Any unit owner desiring to be
442 a candidate for board membership must comply with sub-
443 subparagraph 4.a. and must be eligible to serve on the board of
444 directors at the time of the deadline for submitting a notice of
445 intent to run, and continuously thereafter, in order to have his
446 or her name listed as a proper candidate on the ballot or to
447 serve on the board ~~3.a.~~ A person who has been suspended or
448 removed by the division under this chapter, or who is delinquent
449 in the payment of any fee, fine, or special or regular
450 assessment as provided in paragraph (n), is not eligible for
451 board membership. A person who has been convicted of any felony
452 in this state or in a United States District or Territorial
453 Court, or who has been convicted of any offense in another
454 jurisdiction which ~~that~~ would be considered a felony if
455 committed in this state, is not eligible for board membership
456 unless such felon's civil rights have been restored for at least
457 5 years as of the date ~~on which~~ such person seeks election to
458 the board. The validity of an action by the board is not
459 affected if it is later determined that a board member ~~of the~~
460 ~~board~~ is ineligible for board membership due to having been
461 convicted of a felony.

462 ~~3.2.~~ The bylaws must provide the method of calling meetings
463 of unit owners, including annual meetings. Written notice, ~~which~~
464 must include an agenda, must ~~shall~~ be mailed, hand delivered, or

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465 electronically transmitted to each unit owner at least 14 days
466 before the annual meeting, and must be posted in a conspicuous
467 place on the condominium property at least 14 continuous days
468 before ~~preceding~~ the annual meeting. Upon notice to the unit
469 owners, the board shall, by duly adopted rule, designate a
470 specific location on the condominium property or association
471 property where ~~upon which~~ all notices of unit owner meetings
472 shall be posted. This requirement does not apply ~~However,~~ if
473 there is no condominium property or association property for
474 posting ~~upon which notices can be posted, this requirement does~~
475 ~~not apply~~. In lieu of, or in addition to, the physical posting
476 of meeting notices, the association may, by reasonable rule,
477 adopt a procedure for conspicuously posting and repeatedly
478 broadcasting the notice and the agenda on a closed-circuit cable
479 television system serving the condominium association. However,
480 if broadcast notice is used ~~in lieu of a notice posted~~
481 ~~physically on the condominium property~~, the notice and agenda
482 must be broadcast at least four times every broadcast hour of
483 each day that a posted notice is otherwise required under this
484 section. If broadcast notice is provided, the notice and agenda
485 must be broadcast in a manner and for a sufficient continuous
486 length of time so as to allow an average reader to observe the
487 notice and read and comprehend the entire content of the notice
488 and the agenda. Unless a unit owner waives in writing the right
489 to receive notice of the annual meeting, such notice must be
490 hand delivered, mailed, or electronically transmitted to each
491 unit owner. Notice for meetings and notice for all other
492 purposes must be mailed to each unit owner at the address last
493 furnished to the association by the unit owner, or hand

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494 delivered to each unit owner. However, if a unit is owned by
495 more than one person, the association must ~~shall~~ provide notice,
496 ~~for meetings and all other purposes,~~ to the ~~that~~ ~~one~~ address
497 that ~~which~~ the developer initially identifies for that purpose
498 and thereafter as one or more of the owners of the unit ~~shall~~
499 advise the association in writing, or if no address is given or
500 the owners of the unit do not agree, to the address provided on
501 the deed of record. An officer of the association, or the
502 manager or other person providing notice of the association
503 meeting, must ~~shall~~ provide an affidavit or United States Postal
504 Service certificate of mailing, to be included in the official
505 records of the association affirming that the notice was mailed
506 or hand delivered~~7~~ in accordance with this provision.

507 ~~4.3.~~ The members of the board shall be elected by written
508 ballot or voting machine. Proxies may not be used in electing
509 the board in general elections or elections to fill vacancies
510 caused by recall, resignation, or otherwise, unless otherwise
511 provided in this chapter.

512 a. At least 60 days before a scheduled election, the
513 association shall mail, deliver, or electronically transmit,
514 ~~whether~~ by separate association mailing or included in another
515 association mailing, delivery, or transmission, including
516 regularly published newsletters, to each unit owner entitled to
517 a vote, a first notice of the date of the election. Any unit
518 owner or other eligible person desiring to be a candidate for
519 the board must give written notice of his or her intent to be a
520 candidate to the association at least 40 days before a scheduled
521 election. Together with the written notice and agenda as set
522 forth in subparagraph 3. 2.~~2.~~, the association shall mail,

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523 deliver, or electronically transmit a second notice of the
524 election to all unit owners entitled to vote, together with a
525 ballot that lists all candidates. Upon request of a candidate,
526 an information sheet, no larger than 8 1/2 inches by 11 inches,
527 which must be furnished by the candidate at least 35 days before
528 the election, must be included with the mailing, delivery, or
529 transmission of the ballot, with the costs of mailing, delivery,
530 or electronic transmission and copying to be borne by the
531 association. The association is not liable for the contents of
532 the information sheets prepared by the candidates. In order to
533 reduce costs, the association may print or duplicate the
534 information sheets on both sides of the paper. The division
535 shall by rule establish voting procedures consistent with this
536 sub-subparagraph, including rules establishing procedures for
537 giving notice by electronic transmission and rules providing for
538 the secrecy of ballots. Elections shall be decided by a
539 plurality of ~~these~~ ballots cast. There is no quorum requirement;
540 however, at least 20 percent of the eligible voters must cast a
541 ballot in order to have a valid election ~~of members of the~~
542 ~~board~~. A unit owner may not permit any other person to vote his
543 or her ballot, and any ballots improperly cast are invalid. A
544 ~~provided any~~ unit owner who violates this provision may be fined
545 by the association in accordance with s. 718.303. A unit owner
546 who needs assistance in casting the ballot for the reasons
547 stated in s. 101.051 may obtain such assistance. The regular
548 election must occur on the date of the annual meeting. ~~This sub-~~
549 ~~subparagraph does not apply to timeshare condominium~~
550 ~~associations~~. Notwithstanding this sub-subparagraph, an election
551 is not required unless more candidates file notices of intent to

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552 run or are nominated than board vacancies exist.

553 b. Within 90 days after being elected or appointed to the
554 board, each newly elected or appointed director shall certify in
555 writing to the secretary of the association that he or she has
556 read the association's declaration of condominium, articles of
557 incorporation, bylaws, and current written policies; that he or
558 she will work to uphold such documents and policies to the best
559 of his or her ability; and that he or she will faithfully
560 discharge his or her fiduciary responsibility to the
561 association's members. In lieu of this written certification,
562 within 90 days after being elected or appointed to the board,
563 the newly elected or appointed director may submit a certificate
564 of having satisfactorily completed ~~satisfactory completion of~~
565 the educational curriculum administered by a division-approved
566 condominium education provider within 1 year before or 90 days
567 after the date of election or appointment. The written
568 certification or educational certificate is valid and does not
569 have to be resubmitted as long as the director serves on the
570 board without interruption. A director who fails to timely file
571 the written certification or educational certificate is
572 suspended from service on the board until he or she complies
573 with this sub-subparagraph. The board may temporarily fill the
574 vacancy during the period of suspension. The secretary shall
575 cause the association to retain a director's written
576 certification or educational certificate for inspection by the
577 members for 5 years after a director's election. Failure to have
578 such written certification or educational certificate on file
579 does not affect the validity of any board action. This chapter
580 does not limit the use of general or limited proxies, require

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581 the use of general or limited proxies, or require the use of a
582 written ballot or voting machine for any agenda item or election
583 at any meeting of a timeshare condominium association.

584 ~~5.4.~~ Any approval by unit owners called for by this chapter
585 or the applicable declaration or bylaws, including, but not
586 limited to, the approval requirement in s. 718.111(8), must
587 ~~shall~~ be made at a duly noticed meeting of unit owners and is
588 subject to all requirements of this chapter or the applicable
589 condominium documents relating to unit owner decisionmaking,
590 except that unit owners may take action by written agreement,
591 without meetings, on matters for which action by written
592 agreement without meetings is expressly allowed by the
593 applicable bylaws or declaration or any law ~~statute~~ that
594 provides for such action.

595 ~~6.5.~~ Unit owners may waive notice of specific meetings if
596 allowed by the applicable bylaws or declaration or any law
597 ~~statute~~. If authorized by the bylaws, notice of meetings of the
598 board of administration, unit owner meetings, except unit owner
599 meetings called to recall board members under paragraph (j), and
600 committee meetings may be given by electronic transmission to
601 unit owners who consent to receive notice by electronic
602 transmission.

603 ~~7.6.~~ Unit owners ~~shall~~ have the right to participate in
604 meetings of unit owners with reference to all designated agenda
605 items. However, the association may adopt reasonable rules
606 governing the frequency, duration, and manner of unit owner
607 participation.

608 ~~8.7.~~ A ~~Any~~ unit owner may tape record or videotape a
609 meeting of the unit owners subject to reasonable rules adopted

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610 by the division.

611 ~~9.8.~~ Unless otherwise provided in the bylaws, any vacancy
612 occurring on the board before the expiration of a term may be
613 filled by the affirmative vote of the majority of the remaining
614 directors, even if the remaining directors constitute less than
615 a quorum, or by the sole remaining director. In the alternative,
616 a board may hold an election to fill the vacancy, in which case
617 the election procedures must conform to ~~the requirements of sub-~~
618 subparagraph 4.a. ~~3.a.~~ unless the association governs 10 units
619 or fewer and has opted out of the statutory election process, in
620 which case the bylaws of the association control. Unless
621 otherwise provided in the bylaws, a board member appointed or
622 elected under this section shall fill the vacancy for the
623 unexpired term of the seat being filled. Filling vacancies
624 created by recall is governed by paragraph (j) and rules adopted
625 by the division.

626

627 Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a.
628 ~~(d)3.a.~~, an association of 10 or fewer units may, by affirmative
629 vote of a majority of the total voting interests, provide for
630 different voting and election procedures in its bylaws, which
631 ~~vote~~ may be by a proxy specifically delineating the different
632 voting and election procedures. The different voting and
633 election procedures may provide for elections to be conducted by
634 limited or general proxy.

635 Section 3. Section 718.114, Florida Statutes, is amended to
636 read:

637 718.114 Association powers.—An association may ~~has the~~
638 ~~power to~~ enter into agreements, to acquire leaseholds,

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

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

667 718.116 Assessments; liability; lien and priority;

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668 interest; collection.-

669 (3) Assessments and installments on assessments which are
670 not paid when due bear interest at the rate provided in the
671 declaration, from the due date until paid. The ~~This~~ rate may not
672 exceed the rate allowed by law, and, if no rate is provided in
673 the declaration, interest accrues at the rate of 18 percent per
674 year. ~~Also,~~ If provided by the declaration or bylaws, the
675 association may, in addition to such interest, charge an
676 administrative late fee of up to the greater of \$25 or 5 percent
677 of ~~each installment of the assessment for~~ each delinquent
678 installment for which the payment is late. The association may
679 also charge for reasonable expenses incurred by the association
680 for collection services that are reasonably related to the
681 collection of the delinquent account rendered by a community
682 association manager or community association management firm, as
683 specified in a written agreement with such community association
684 manager or firm, and payable to the community association
685 manager or firm as a liquidated sum. Any payment received by an
686 association must be applied first to any interest accrued by the
687 association, then to any administrative late fee, then to
688 expenses for collection services, then to any costs and
689 reasonable attorney's fees incurred in collection, and then to
690 the delinquent assessment. The foregoing is applicable
691 notwithstanding any restrictive endorsement, designation, or
692 instruction placed on or accompanying a payment. A late fee is
693 not subject to chapter 687 or s. 718.303(4) ~~718.303(3)~~.

694 (5)

695 (b) To be valid, a claim of lien must state the description
696 of the condominium parcel, the name of the record owner, the

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697 name and address of the association, the amount due, and the due
698 dates. It must be executed and acknowledged by an officer or
699 authorized agent of the association. The lien is not effective
700 ~~longer than~~ 1 year after the claim of lien was recorded unless,
701 within that time, an action to enforce the lien is commenced.
702 The 1-year period is automatically extended for any length of
703 time during which the association is prevented from filing a
704 foreclosure action by an automatic stay resulting from a
705 bankruptcy petition filed by the parcel owner or any other
706 person claiming an interest in the parcel. The claim of lien
707 secures all unpaid assessments that are due and that may accrue
708 after the claim of lien is recorded and through the entry of a
709 final judgment, as well as interest and all reasonable costs and
710 attorney's fees incurred by the association incident to the
711 collection process. The claim of lien also secures reasonable
712 expenses for collection services incurred before filing a claim
713 as provided in subsection (3). Upon payment in full, the person
714 making the payment is entitled to a satisfaction of the lien.

715
716 After notice of contest of lien has been recorded, the clerk of
717 the circuit court shall mail a copy of the recorded notice to
718 the association by certified mail, return receipt requested, at
719 the address shown in the claim of lien or most recent amendment
720 to it and shall certify to the service on the face of the
721 notice. Service is complete upon mailing. After service, the
722 association has 90 days in which to file an action to enforce
723 the lien; and, if the action is not filed within the 90-day
724 period, the lien is void. However, the 90-day period shall be
725 extended for any length of time during which ~~that~~ the

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726 association is prevented from filing its action because of an
727 automatic stay resulting from the filing of a bankruptcy
728 petition by the unit owner or by any other person claiming an
729 interest in the parcel.

730 (11) If the unit is occupied by a tenant and the unit owner
731 is delinquent in paying any monetary obligation due to the
732 association, the association may make a written demand that the
733 tenant pay rent to the association ~~the future monetary~~
734 ~~obligations related to the condominium unit to the association,~~
735 and continue to the tenant must make such payments until all
736 monetary obligations of the unit owner related to the unit have
737 been paid in full to the association ~~payment. The demand is~~
738 ~~continuing in nature and, upon demand,~~ The tenant must pay rent
739 ~~the monetary obligations~~ to the association until the
740 association releases the tenant or the tenant discontinues
741 tenancy in the unit. The association must mail written notice to
742 the unit owner of the association's demand that the tenant make
743 payments to the association. The association shall, upon
744 request, provide the tenant with written receipts for payments
745 made. A tenant ~~who acts in good faith in response to a written~~
746 ~~demand from an association~~ is immune from any claim by ~~from~~ the
747 unit owner related to the rent once the association has made
748 written demand. Any payment received from a tenant must be
749 applied to the unit owner's oldest delinquent monetary
750 obligation.

751 (a) If the tenant paid ~~prepaid~~ rent to the unit owner for a
752 given rental period before receiving the demand from the
753 association and provides written evidence of prepaying ~~paying~~
754 the rent to the association within 14 days after receiving the

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755 demand, the tenant shall receive credit for the prepaid rent for
756 the applicable period but ~~and~~ must make any subsequent rental
757 payments to the association to be credited against the monetary
758 obligations of the unit owner ~~to the association.~~

759 (b) The tenant is not liable for increases in the amount of
760 the monetary obligations due unless the tenant was notified in
761 writing of the increase at least 10 days before the date the
762 rent is due. The liability of the tenant may not exceed the
763 amount due from the tenant to the tenant's landlord. The
764 tenant's landlord shall provide the tenant a credit against
765 rents due to the unit owner in the amount of moneys paid to the
766 association ~~under this section.~~

767 (c) The association may issue notices under s. 83.56 and
768 ~~may~~ sue for eviction under ss. 83.59-83.625 as if the
769 association were a landlord under part II of chapter 83 if the
770 tenant fails to pay a required payment to the association.
771 However, the association is not otherwise considered a landlord
772 under chapter 83 and specifically has no obligations ~~duties~~
773 under s. 83.51.

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

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

780 Section 5. Subsections (3), (4), and (11), paragraphs (a)
781 and (d) of subsection (12), subsection (14), paragraph (a) of
782 subsection (17), and subsections (18) and (19) of section
783 718.117, Florida Statutes, are amended to read:

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784 718.117 Termination of condominium.—

785 (3) OPTIONAL TERMINATION.—Except as provided in subsection
786 (2) or unless the declaration provides for a lower percentage,
787 the condominium form of ownership ~~of the property~~ may be
788 terminated for all or a portion of the condominium property
789 pursuant to a plan of termination approved by at least 80
790 percent of the total voting interests of the condominium if no
791 ~~not~~ more than 10 percent of the total voting interests of the
792 condominium have rejected the plan of termination by negative
793 vote or by providing written objections ~~thereto~~. This subsection
794 does not apply to condominiums in which 75 percent or more of
795 the units are timeshare units.

796 (4) EXEMPTION.—A plan of termination is not an amendment
797 subject to s. 718.110(4). In a partial termination, a plan of
798 termination is not an amendment subject to s. 718.110(4) if the
799 ownership share of the common elements of a surviving unit in
800 the condominium remains in the same proportion to the surviving
801 units as it was before the partial termination.

802 (11) PLAN OF TERMINATION; OPTIONAL PROVISIONS; CONDITIONAL
803 TERMINATION.—

804 (a) The plan of termination may provide that each unit
805 owner retains the exclusive right of possession to the portion
806 of the real estate which ~~that~~ formerly constituted the unit if,
807 ~~in which case~~ the plan specifies ~~must specify~~ the conditions of
808 possession. In a partial termination, the plan of termination as
809 specified in subsection (10) must also identify the units that
810 survive the partial termination and provide that such units
811 remain in the condominium form of ownership pursuant to an
812 amendment to the declaration of condominium or an amended and

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813 restated declaration. In a partial termination, title to the
814 surviving units and common elements that remain part of the
815 condominium property specified in the plan of termination remain
816 vested in the ownership shown in the public records and do not
817 vest in the termination trustee.

818 (b) In a conditional termination, the plan must specify the
819 conditions for termination. A conditional plan does not vest
820 title in the termination trustee until the plan and a
821 certificate executed by the association with the formalities of
822 a deed, confirming that the conditions in the conditional plan
823 have been satisfied or waived by the requisite percentage of the
824 voting interests, have been recorded. In a partial termination,
825 the plan does not vest title to the surviving units or common
826 elements that remain part of the condominium property in the
827 termination trustee.

828 (12) ALLOCATION OF PROCEEDS OF SALE OF CONDOMINIUM
829 PROPERTY.—

830 (a) Unless the declaration expressly provides for the
831 allocation of the proceeds of sale of condominium property, the
832 plan of termination must first apportion the proceeds between
833 the aggregate value of all units and the value of the common
834 elements, based on their respective fair market values
835 immediately before the termination, as determined by one or more
836 independent appraisers selected by the association or
837 termination trustee. In a partial termination, the aggregate
838 values of the units and common elements that are being
839 terminated must be separately determined, and the plan of
840 termination must specify the allocation of the proceeds of sale
841 for the units and common elements.

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842 (d) Liens that encumber a unit shall be transferred to the
843 proceeds of sale of the condominium property and the proceeds of
844 sale or other distribution of association property, common
845 surplus, or other association assets attributable to such unit
846 in their same priority. In a partial termination, liens that
847 encumber a unit being terminated must be transferred to the
848 proceeds of sale of that portion of the condominium property
849 being terminated which are attributable to such unit. The
850 proceeds of any sale of condominium property pursuant to a plan
851 of termination may not be deemed to be common surplus or
852 association property.

853 (14) TITLE VESTED IN TERMINATION TRUSTEE.—If termination is
854 pursuant to a plan of termination under subsection (2) or
855 subsection (3), ~~the unit owners' rights and title to as tenants~~
856 ~~in common in undivided interests in~~ the condominium property
857 being terminated vests ~~vest~~ in the termination trustee when the
858 plan is recorded or at a later date specified in the plan. The
859 unit owners thereafter become the beneficiaries of the proceeds
860 realized from the plan of termination as set forth in the plan.
861 The termination trustee may deal with the condominium property
862 being terminated or any interest therein if the plan confers on
863 the trustee the authority to protect, conserve, manage, sell, or
864 dispose of the condominium property. The trustee, on behalf of
865 the unit owners, may contract for the sale of real property
866 being terminated, but the contract is not binding on the unit
867 owners until the plan is approved pursuant to subsection (2) or
868 subsection (3).

869 (17) DISTRIBUTION.—

870 (a) Following termination of the condominium, the

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871 condominium property, association property, common surplus, and
872 other assets of the association shall be held by the termination
873 trustee pursuant to the plan of termination, as trustee for unit
874 owners and holders of liens on the units, in their order of
875 priority unless otherwise set forth in the plan of termination.

876 (18) ASSOCIATION STATUS.—The termination of a condominium
877 does not change the corporate status of the association that
878 operated the condominium property. The association continues to
879 exist to conclude its affairs, prosecute and defend actions by
880 or against it, collect and discharge obligations, dispose of and
881 convey its property, and collect and divide its assets, but not
882 to act except as necessary to conclude its affairs. In a partial
883 termination, the association may continue as the condominium
884 association for the property that remains subject to the
885 declaration of condominium.

886 (19) CREATION OF ANOTHER CONDOMINIUM.—The termination or
887 partial termination of a condominium does not bar the filing of
888 a new declaration of condominium ~~or an amended and restated~~
889 ~~declaration of condominium~~ by the termination trustee, or the
890 trustee's successor in interest, for the terminated property or
891 ~~affecting any portion thereof of the same property~~. The partial
892 termination of a condominium may provide for the simultaneous
893 filing of an amendment to the declaration of condominium or an
894 amended and restated declaration of condominium by the
895 condominium association for any portion of the property not
896 terminated from the condominium form of ownership.

897 Section 6. Subsections (3), (4), and (5) of section
898 718.303, Florida Statutes, are amended, and subsection (6) is
899 added to that section, to read:

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900 718.303 Obligations of owners and occupants; remedies.—

901 ~~(3) If a unit owner is delinquent for more than 90 days in~~
902 ~~paying a monetary obligation due to the association, the~~
903 ~~association may suspend the right of a unit owner or a unit's~~
904 ~~occupant, licensee, or invitee to use common elements, common~~
905 ~~facilities, or any other association property until the monetary~~
906 ~~obligation is paid. This subsection does not apply to limited~~
907 ~~common elements intended to be used only by that unit, common~~
908 ~~elements that must be used to access the unit, utility services~~
909 ~~provided to the unit, parking spaces, or elevators. The~~
910 ~~association may also~~ levy reasonable fines for the failure of
911 the owner of the unit, or its occupant, licensee, or invitee, to
912 comply with any provision of the declaration, the association
913 bylaws, or reasonable rules of the association. A fine may ~~does~~
914 not become a lien against a unit. ~~A fine may not exceed \$100 per~~
915 ~~violation. However,~~ A fine may be levied on the basis of each
916 day of a continuing violation, with a single notice and
917 opportunity for hearing. However, the fine may not exceed \$100
918 per violation, or \$1,000 in the aggregate ~~exceed \$1,000~~.

919 (a) An association may suspend, for a reasonable period of
920 time, the right of a unit owner, or a unit owner's tenant,
921 guest, or invitee, to use the common elements, common
922 facilities, or any other association property for failure to
923 comply with any provision of the declaration, the association
924 bylaws, or reasonable rules of the association.

925 (b) A fine or suspension may not be imposed ~~levied and a~~
926 ~~suspension may not be imposed~~ unless the association first
927 provides at least 14 days' written notice and an opportunity for
928 a hearing to the unit owner and, if applicable, its occupant,

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929 licensee, or invitee. The hearing must be held before a
930 committee of other unit owners who are neither board members nor
931 persons residing in a board member's household. If the committee
932 does not agree ~~with the fine or suspension~~, the fine or
933 suspension may not be ~~levied or~~ imposed.

934 (4) If a unit owner is more than 90 days delinquent in
935 paying a monetary obligation due to the association, the
936 association may suspend the right of the unit owner or the
937 unit's occupant, licensee, or invitee to use common elements,
938 common facilities, or any other association property until the
939 monetary obligation is paid in full. This subsection does not
940 apply to limited common elements intended to be used only by
941 that unit, common elements needed to access the unit, utility
942 services provided to the unit, parking spaces, or elevators. The
943 notice and hearing requirements under subsection (3) do not
944 apply to suspensions imposed under this subsection.

945 ~~(4) The notice and hearing requirements of subsection (3)~~
946 ~~do not apply to the imposition of suspensions or fines against a~~
947 ~~unit owner or a unit's occupant, licensee, or invitee because of~~
948 ~~failing to pay any amounts due the association. If such a fine~~
949 ~~or suspension is imposed, the association must levy the fine or~~
950 ~~impose a reasonable suspension at a properly noticed board~~
951 ~~meeting, and after the imposition of such fine or suspension,~~
952 ~~the association must notify the unit owner and, if applicable,~~
953 ~~the unit's occupant, licensee, or invitee by mail or hand~~
954 ~~delivery.~~

955 (5) An association may ~~also~~ suspend the voting rights of a
956 member due to nonpayment of any monetary obligation due to the
957 association which is more than 90 days delinquent. If a member's

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958 voting rights are suspended, that member's suspension may not
959 count for or against a proposed question. The suspension ends
960 upon full payment of all obligations currently due or overdue
961 the association. The notice and hearing requirements under
962 subsection (3) do not apply to a suspension imposed under this
963 subsection.

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

969 Section 7. Section 718.703, Florida Statutes, is amended to
970 read:

971 718.703 Definitions.—As used in this part, the term:

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

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

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

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

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

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

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987 A mortgagee or its assignee may not be deemed a bulk assignee or
988 a developer by reason of the acquisition of condominium units
989 and receipt of an assignment of some or all of a developer
990 rights unless the mortgagee or its assignee exercises any of the
991 developer rights other than those described in subsection (2).

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

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

999 (b) The right to be exempt from the payment of working
1000 capital contributions to the condominium association arising out
1001 of, or in connection with, the bulk buyer's acquisition of the a
1002 bulk number of units; and

1003 (c) The right to be exempt from any rights of first refusal
1004 which may be held by the condominium association and would
1005 otherwise be applicable to subsequent transfers of title from
1006 the bulk buyer to a third party purchaser concerning one or more
1007 units.

1008 Section 8. Section 718.704, Florida Statutes, is amended to
1009 read:

1010 718.704 Assignment and assumption of developer rights by
1011 bulk assignee; bulk buyer.—

1012 (1) A bulk assignee is deemed to have assumed ~~assumes~~ and
1013 is liable for all duties and responsibilities of the developer
1014 under the declaration and this chapter upon its acquisition of
1015 title to units and continuously thereafter, except that it is

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1016 not liable for:

1017 (a) Warranties of the developer under s. 718.203(1) or s.
1018 718.618, except as expressly provided by the bulk assignee in a
1019 prospectus or offering circular, or the contract for purchase
1020 and sale executed with a purchaser, or for design, construction,
1021 development, or repair work performed by or on behalf of the
1022 ~~such~~ bulk assignee.†

1023 (b) The obligation to:

1024 1. Fund converter reserves under s. 718.618 for a unit that
1025 was not acquired by the bulk assignee; or

1026 2. Provide implied ~~converter~~ warranties on any portion of
1027 the condominium property except as expressly provided by the
1028 bulk assignee in a prospectus or offering circular, or the
1029 contract for purchase and sale executed with a purchaser, or for
1030 ~~and pertaining to any~~ design, construction, development, or
1031 repair work performed by or on behalf of the bulk assignee.†

1032 (c) The requirement to provide the association with a
1033 cumulative audit of the association's finances from the date of
1034 formation of the condominium association as required by s.
1035 718.301(4)(c). However, the bulk assignee must provide an audit
1036 for the period during which the bulk assignee elects or appoints
1037 a majority of the members of the board of administration.†

1038 (d) Any liability arising out of or in connection with
1039 actions taken by the board of administration or the developer-
1040 appointed directors before the bulk assignee elects or appoints
1041 a majority of the members of the board of administration.†~~and~~

1042 (e) Any liability for or arising out of the developer's
1043 failure to fund previous assessments or to resolve budgetary
1044 deficits in relation to a developer's right to guarantee

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1045 assessments, except as otherwise provided in subsection (2).

1046
1047 The bulk assignee is ~~also~~ responsible only for delivering
1048 documents and materials in accordance with s. 718.705(3). A bulk
1049 assignee may expressly assume some or all of the developer
1050 obligations ~~of the developer~~ described in paragraphs (a)-(e).

1051 (2) A bulk assignee assigned the developer right receiving
1052 ~~the assignment of the rights of the developer~~ to guarantee the
1053 level of assessments and fund budgetary deficits pursuant to s.
1054 718.116 assumes and is liable for all obligations of the
1055 developer with respect to such guarantee upon its acquisition of
1056 title to the units and continuously thereafter, including any
1057 applicable funding of reserves to the extent required by law,
1058 for as long as the guarantee remains in effect. A bulk assignee
1059 not receiving such assignment, or a bulk buyer, does not assume
1060 and is not liable for the obligations of the developer with
1061 respect to such guarantee, but is responsible for payment of
1062 assessments due on or after acquisition of the units in the same
1063 manner as all other owners of condominium parcels or as
1064 otherwise provided in s. 718.116.

1065 (3) A bulk buyer is liable for the duties and
1066 responsibilities of a ~~the~~ developer under the declaration and
1067 this chapter only to the extent that such ~~provided in this part,~~
1068 ~~together with any other~~ duties or responsibilities are ~~of the~~
1069 ~~developer~~ expressly assumed in writing by the bulk buyer.

1070 (4) An acquirer of condominium parcels is not a bulk
1071 assignee or a bulk buyer if the transfer to such acquirer was
1072 made:

1073 (a) Before the effective date of this part;

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1074 (b) With the intent to hinder, delay, or defraud any
1075 purchaser, unit owner, or the association;~~;~~ ~~or if the acquirer~~
1076 ~~is~~

1077 (c) By a person who would be considered an insider under s.
1078 726.102(7).

1079 (5) An assignment of developer rights to a bulk assignee
1080 may be made by a ~~the~~ developer, a previous bulk assignee, a
1081 mortgagee or assignee who has acquired title to the units and
1082 received an assignment of rights, or a court acting on behalf of
1083 the developer or the previous bulk assignee if such developer
1084 rights are held by the predecessor in title to the bulk
1085 assignee. At any particular time, there may not be ~~no~~ more than
1086 one bulk assignee within a condominium; however, ~~but~~ there may
1087 be more than one bulk buyer. If more than one acquirer of
1088 condominium parcels in the same condominium receives an
1089 assignment of developer rights in addition to those rights
1090 described in s. 718.703(2) ~~from the same person,~~ the bulk
1091 assignee is the acquirer whose instrument of assignment is
1092 recorded first in the public records of the county in which the
1093 condominium is located, and any subsequent purported bulk
1094 assignee may still qualify as a bulk buyer.

1095 Section 9. Subsections (1) and (3) of section 718.705,
1096 Florida Statutes, are amended to read:

1097 718.705 Board of administration; transfer of control.—

1098 (1) If at the time the bulk assignee acquires title to the
1099 units and receives an assignment of developer rights, the
1100 developer has not relinquished control of the board of
1101 administration, for purposes of determining the timing for
1102 transfer of control of the board of administration of the

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1103 association ~~to unit owners other than the developer under s.~~
1104 ~~718.301(1)(a) and (b), if a bulk assignee is entitled to elect a~~
1105 ~~majority of the members of the board,~~ a condominium parcel
1106 acquired by the bulk assignee is not deemed to be conveyed to a
1107 purchaser, or owned by an owner other than the developer, until
1108 the condominium parcel is conveyed to an owner who is not a bulk
1109 assignee.

1110 (3) If a bulk assignee relinquishes control of the board of
1111 administration as set forth in s. 718.301, the bulk assignee
1112 must deliver all of those items required by s. 718.301(4).
1113 However, the bulk assignee is not required to deliver items and
1114 documents not in the possession of the bulk assignee if some
1115 items were or should have been in existence before the bulk
1116 assignee's acquisition of the units ~~during the period during~~
1117 ~~which the bulk assignee was entitled to elect at least a~~
1118 ~~majority of the members of the board of administration.~~ In
1119 conjunction with the acquisition of units ~~condominium parcels,~~ a
1120 bulk assignee shall undertake a good faith effort to obtain the
1121 documents and materials that must be provided to the association
1122 pursuant to s. 718.301(4). If the bulk assignee is not able to
1123 obtain ~~all of~~ such documents and materials, the bulk assignee
1124 must certify in writing to the association the names or
1125 descriptions of the documents and materials that were not
1126 obtainable by the bulk assignee. Delivery of the certificate
1127 relieves the bulk assignee of responsibility for delivering the
1128 documents and materials referenced in the certificate as
1129 otherwise required under ss. 718.112 and 718.301 and this part.
1130 The responsibility of the bulk assignee for the audit required
1131 by s. 718.301(4) commences as of the date on which the bulk

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1132 assignee elected or appointed a majority of the members of the
1133 board of administration.

1134 Section 10. Section 718.706, Florida Statutes, is amended
1135 to read:

1136 718.706 Specific provisions pertaining to offering of units
1137 by a bulk assignee or bulk buyer.—

1138 (1) Before offering more than seven ~~any~~ units in a single
1139 condominium for sale or for lease for a term exceeding 5 years,
1140 a bulk assignee or a bulk buyer must file the following
1141 documents with the division and provide such documents to a
1142 prospective purchaser or tenant:

1143 (a) An updated prospectus or offering circular, or a
1144 supplement to the prospectus or offering circular, filed by the
1145 original developer prepared in accordance with s. 718.504, which
1146 must include the form of contract for sale and for lease in
1147 compliance with s. 718.503(2);

1148 (b) An updated Frequently Asked Questions and Answers
1149 sheet;

1150 (c) The executed escrow agreement if required under s.
1151 718.202; and

1152 (d) The financial information required by s. 718.111(13).
1153 However, if a financial information report did ~~does~~ not exist
1154 ~~for the fiscal year~~ before the acquisition of title by the bulk
1155 assignee or bulk buyer, and if ~~or~~ accounting records that ~~cannot~~
1156 ~~be obtained in good faith by the bulk assignee or the bulk buyer~~
1157 ~~which would~~ permit preparation of the required financial
1158 information report for that period cannot be obtained despite
1159 good faith efforts by the bulk assignee or the bulk buyer, the
1160 bulk assignee or bulk buyer is excused from the requirement of

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1161 this paragraph. However, the bulk assignee or bulk buyer must
1162 include in the purchase contract the following statement in
1163 conspicuous type:

1164

1165 ALL OR A PORTION OF THE FINANCIAL INFORMATION REPORT
1166 REQUIRED UNDER S. 718.111(13) FOR THE TIME PERIOD
1167 BEFORE THE SELLER'S ACQUISITION OF THE UNIT
1168 ~~IMMEDIATELY PRECEDING FISCAL YEAR OF THE ASSOCIATION~~
1169 IS NOT AVAILABLE OR CANNOT BE OBTAINED DESPITE THE
1170 GOOD FAITH EFFORTS OF ~~CREATED BY THE SELLER DUE TO THE~~
1171 ~~INSUFFICIENT ACCOUNTING RECORDS OF THE ASSOCIATION.~~

1172

1173 (2) Before offering more than seven any units in a single
1174 condominium for sale or for lease for a term exceeding 5 years,
1175 a bulk assignee or a bulk buyer must file with the division and
1176 provide to a prospective purchaser or tenant under a lease for a
1177 term exceeding 5 years a disclosure statement that includes, but
1178 is not limited to:

1179 (a) A description of any ~~rights~~ of the developer rights
1180 that developer which have been assigned to the bulk assignee or
1181 bulk buyer;

1182 (b) The following statement in conspicuous type:

1183

1184 THE SELLER IS NOT OBLIGATED FOR ANY WARRANTIES OF THE
1185 DEVELOPER UNDER S. 718.203(1) OR S. 718.618, AS
1186 APPLICABLE, EXCEPT FOR DESIGN, CONSTRUCTION,
1187 DEVELOPMENT, OR REPAIR WORK PERFORMED BY OR ON BEHALF
1188 OF THE SELLER; and

1189

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1190 (c) If the condominium is a conversion subject to part VI,
1191 the following statement in conspicuous type:

1192

1193 THE SELLER HAS NO OBLIGATION TO FUND CONVERTER
1194 RESERVES OR TO PROVIDE CONVERTER WARRANTIES UNDER S.
1195 718.618 ON ANY PORTION OF THE CONDOMINIUM PROPERTY
1196 EXCEPT AS ~~MAY BE~~ EXPRESSLY REQUIRED OF THE SELLER IN
1197 THE CONTRACT FOR PURCHASE AND SALE EXECUTED BY THE
1198 SELLER AND THE PREVIOUS DEVELOPER AND PERTAINING TO
1199 ANY DESIGN, CONSTRUCTION, DEVELOPMENT, OR REPAIR WORK
1200 PERFORMED BY OR ON BEHALF OF THE SELLER.

1201

1202 (3) A bulk assignee, while ~~it is~~ in control of the board of
1203 administration of the association, may not authorize, on behalf
1204 of the association:

1205 (a) The waiver of reserves or the reduction of funding of
1206 the reserves pursuant to s. 718.112(2)(f)2., unless approved by
1207 a majority of the voting interests not controlled by the
1208 developer, bulk assignee, and bulk buyer; or

1209 (b) The use of reserve expenditures for other purposes
1210 pursuant to s. 718.112(2)(f)3., unless approved by a majority of
1211 the voting interests not controlled by the developer, bulk
1212 assignee, and bulk buyer.

1213 (4) A bulk assignee or a bulk buyer must comply with ~~all~~
1214 ~~the requirements of~~ s. 718.302 regarding any contracts entered
1215 into by the association during the period the bulk assignee or
1216 bulk buyer maintains control of the board of administration.
1217 Unit owners shall be provided ~~afforded~~ all of the rights and ~~the~~
1218 protections contained in s. 718.302 regarding agreements entered

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1219 into by the association which are under the control of ~~before~~
1220 ~~unit owners other than~~ the developer, bulk assignee, or bulk
1221 buyer ~~elected a majority of the board of administration.~~

1222 (5) Notwithstanding any other provision of this part, a
1223 bulk assignee or a bulk buyer is not required to comply with the
1224 filing or disclosure requirements of subsections (1) and (2) if
1225 all of the units owned by the bulk assignee or bulk buyer are
1226 offered and conveyed to a single purchaser in a single
1227 transaction. ~~A bulk buyer must comply with the requirements~~
1228 ~~contained in the declaration regarding any transfer of a unit,~~
1229 ~~including sales, leases, and subleases. A bulk buyer is not~~
1230 ~~entitled to any exemptions afforded a developer or successor~~
1231 ~~developer under this chapter regarding the transfer of a unit,~~
1232 ~~including sales, leases, or subleases.~~

1233 Section 11. Section 718.707, Florida Statutes, is amended
1234 to read:

1235 718.707 Time limitation for classification as bulk assignee
1236 or bulk buyer.—A person acquiring condominium parcels may not be
1237 classified as a bulk assignee or bulk buyer unless the
1238 condominium parcels were acquired on or after July 1, 2010, but
1239 before July 1, 2012. The date of such acquisition shall be
1240 determined by the date of recording ~~of~~ a deed or other
1241 instrument of conveyance for such parcels in the public records
1242 of the county in which the condominium is located, or by the
1243 date of issuing ~~issuance of~~ a certificate of title in a
1244 foreclosure proceeding with respect to such condominium parcels.

1245 Section 12. Subsections (3), (4), and (10) of section
1246 719.108, Florida Statutes, is amended to read:

1247 719.108 Rents and assessments; liability; lien and

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1248 priority; interest; collection; cooperative ownership.—
1249 (3) Rents and assessments, and installments on them, not
1250 paid when due bear interest at the rate provided in the
1251 cooperative documents from the date due until paid. This rate
1252 may not exceed the rate allowed by law, and, if a rate is not
1253 provided in the cooperative documents, ~~interest~~ accrues at 18
1254 percent per annum. If the cooperative documents or bylaws so
1255 provide, the association may charge an administrative late fee
1256 in addition to such interest, ~~in an amount~~ not to exceed the
1257 greater of \$25 or 5 percent of each installment of the
1258 assessment for each delinquent installment that the payment is
1259 late. The association may also charge for reasonable expenses
1260 incurred by the association for collection services that are
1261 reasonably related to the collection of the delinquent account
1262 rendered by a community association manager or community
1263 association management firm, as specified in a written agreement
1264 with such community association manager or firm, and payable to
1265 the community association manager or firm as a liquidated sum.
1266 Any payment received by an association must be applied first to
1267 any interest accrued by the association, then to any
1268 administrative late fee, then to expenses for collection
1269 services, then to any costs and reasonable attorney's fees
1270 incurred in collection, and then to the delinquent assessment.
1271 The foregoing applies notwithstanding any restrictive
1272 endorsement, designation, or instruction placed on or
1273 accompanying a payment. A late fee is not subject to chapter 687
1274 or s. 719.303(3).

1275 (4) The association has a lien on each cooperative parcel
1276 for any unpaid rents and assessments, plus interest, and any

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1277 authorized administrative late fees. The claim of lien also
1278 secures reasonable expenses for collection services incurred
1279 before filing a claim as provided in subsection (3),~~and any~~
1280 ~~reasonable costs for collection services for which the~~
1281 ~~association has contracted against the unit owner of the~~
1282 ~~cooperative parcel.~~ If authorized by the cooperative documents,
1283 the lien also secures reasonable attorney's fees incurred by the
1284 association incident to the collection of the rents and
1285 assessments or enforcement of such lien. The lien is effective
1286 from and after recording a claim of lien in the public records
1287 in the county in which the cooperative parcel is located which
1288 states the description of the cooperative parcel, the name of
1289 the unit owner, the amount due, and the due dates. The lien
1290 expires if a claim of lien is not filed within 1 year after the
1291 date the assessment was due, and the lien does not continue for
1292 longer than 1 year after the claim of lien has been recorded
1293 unless, within that time, an action to enforce the lien is
1294 commenced. Except as otherwise provided in this chapter, a lien
1295 may not be filed by the association against a cooperative parcel
1296 until 30 days after the date on which a notice of intent to file
1297 a lien has been delivered to the owner.

1298 (a) The notice must be sent to the unit owner at the
1299 address of the unit by first-class United States mail and:

1300 1. If the most recent address of the unit owner on the
1301 records of the association is the address of the unit, the
1302 notice must be sent by registered or certified mail, return
1303 receipt requested, to the unit owner at the address of the unit.

1304 2. If the most recent address of the unit owner on the
1305 records of the association is in the United States, but is not

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1306 the address of the unit, the notice must be sent by registered
1307 or certified mail, return receipt requested, to the unit owner
1308 at his or her most recent address.

1309 3. If the most recent address of the unit owner on the
1310 records of the association is not in the United States, the
1311 notice must be sent by first-class United States mail to the
1312 unit owner at his or her most recent address.

1313 (b) A notice that is sent pursuant to this subsection is
1314 deemed delivered upon mailing.

1315 (10) If the unit is occupied by a tenant and the unit owner
1316 is delinquent in paying any monetary obligation due to the
1317 association, the association may make a written demand that the
1318 tenant pay rent to the association ~~the future monetary~~
1319 ~~obligations related to the cooperative share to the association~~
1320 and continue to the tenant must make such payments until all
1321 monetary obligations of the unit owner related to the unit have
1322 been paid in full to the association ~~payment. The demand is~~
1323 ~~continuing in nature, and upon demand,~~ The tenant must pay the
1324 rent ~~the monetary obligations~~ to the association until the
1325 association releases the tenant or the tenant discontinues
1326 tenancy in the unit. The association must mail written notice to
1327 the unit owner of the association's demand that the tenant make
1328 payments to the association. The association shall, upon
1329 request, provide the tenant with written receipts for payments
1330 made. A tenant ~~who acts in good faith in response to a written~~
1331 ~~demand from an association~~ is immune from any claim by ~~from~~ the
1332 unit owner related to the rent once the association has made
1333 written demand. Any payment received from a tenant by the
1334 association must be applied to the unit owner's oldest

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1335 delinquent monetary obligation.

1336 (a) If the tenant paid ~~prepaid~~ rent to the unit owner for a
1337 given rental period before receiving the demand from the
1338 association and provides written evidence of prepaying ~~paying~~
1339 the rent to the association within 14 days after receiving the
1340 demand, the tenant shall receive credit for the prepaid rent for
1341 the applicable period but ~~and~~ must make any subsequent rental
1342 payments to the association to be credited against the monetary
1343 obligations of the unit owner ~~to the association.~~

1344 (b) The tenant is not liable for increases in the amount of
1345 the regular monetary obligations due unless the tenant was
1346 notified in writing of the increase at least 10 days before the
1347 date on which the rent is due. The liability of the tenant may
1348 not exceed the amount due from the tenant to the tenant's
1349 landlord. The tenant's landlord shall provide the tenant a
1350 credit against rents due to the unit owner in the amount of
1351 moneys paid to the association ~~under this section.~~

1352 (c) The association may issue notices under s. 83.56 and
1353 may sue for eviction under ss. 83.59-83.625 as if the
1354 association were a landlord under part II of chapter 83 if the
1355 tenant fails to pay a required payment. However, the association
1356 is not otherwise considered a landlord under chapter 83 and
1357 specifically has no obligations ~~duties~~ under s. 83.51.

1358 (d) The tenant does not, by virtue of payment of monetary
1359 obligations, have any of the rights of a unit owner to vote in
1360 any election or to examine the books and records of the
1361 association.

1362 (e) A court may supersede the effect of this subsection by
1363 appointing a receiver.

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1364 Section 13. Subsection (3) of section 719.303, Florida
1365 Statutes, is amended, and subsections (4), (5), and (6) are
1366 added to that section, to read:

1367 719.303 Obligations of owners.—

1368 (3) ~~If the cooperative documents so provide,~~ The
1369 association may levy reasonable fines ~~against a unit owner~~ for
1370 failure of the unit owner or the unit's occupant, ~~his or her~~
1371 licensee, or invitee ~~or the unit's occupant~~ to comply with any
1372 provision of the cooperative documents or reasonable rules of
1373 the association. A fine may not ~~No fine shall~~ become a lien
1374 against a unit. ~~No fine shall exceed \$100 per violation.~~
1375 ~~However,~~ A fine may be levied on the basis of each day of a
1376 continuing violation, with a single notice and opportunity for
1377 hearing. However, the fine may not exceed \$100 per violation, or
1378 \$1,000 provided that no such fine shall in the aggregate ~~exceed~~
1379 \$1,000.

1380 (a) An association may suspend, for a reasonable period of
1381 time, the right of a unit owner, or a unit owner's tenant,
1382 guest, or invitee, to use the common elements, common
1383 facilities, or any other association property for failure to
1384 comply with any provision of the cooperative documents or
1385 reasonable rules of the association.

1386 (b) A ~~No~~ fine or suspension may not be imposed ~~levied~~
1387 except after giving reasonable notice and opportunity for a
1388 hearing to the unit owner and, if applicable, the unit's ~~his or~~
1389 ~~her~~ licensee or invitee. The hearing must ~~shall~~ be held before a
1390 committee of other unit owners. If the committee does not agree
1391 with the fine or suspension, it may ~~shall~~ not be imposed ~~levied~~.
1392 ~~This subsection does not apply to unoccupied units.~~

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1393 (4) If a unit owner is more than 90 days delinquent in
1394 paying a monetary obligation due to the association, the
1395 association may suspend the right of the unit owner or the
1396 unit's occupant, licensee, or invitee to use common elements,
1397 common facilities, or any other association property until the
1398 monetary obligation is paid in full. This subsection does not
1399 apply to limited common elements intended to be used only by
1400 that unit, common elements needed to access the unit, utility
1401 services provided to the unit, parking spaces, or elevators. The
1402 notice and hearing requirements under subsection (3) do not
1403 apply to suspensions imposed under this subsection.

1404 (5) An association may suspend the voting rights of a
1405 member due to nonpayment of any monetary obligation due to the
1406 association which is more than 90 days delinquent. The
1407 suspension ends upon full payment of all obligations currently
1408 due or overdue the association. The notice and hearing
1409 requirements under subsection (3) do not apply to a suspension
1410 imposed under this subsection.

1411 (6) All suspensions imposed pursuant to subsection (4) or
1412 subsection (5) must be approved at a properly noticed board
1413 meeting. Upon approval, the association must notify the unit
1414 owner and, if applicable, the unit's occupant, licensee, or
1415 invitee by mail or hand delivery.

1416 Section 14. Paragraph (c) of subsection (5) of section
1417 720.303, Florida Statutes, is amended to read:

1418 720.303 Association powers and duties; meetings of board;
1419 official records; budgets; financial reporting; association
1420 funds; recalls.—

1421 (5) INSPECTION AND COPYING OF RECORDS.—The official records

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1422 shall be maintained within the state and must be open to
1423 inspection and available for photocopying by members or their
1424 authorized agents at reasonable times and places within 10
1425 business days after receipt of a written request for access.
1426 This subsection may be complied with by having a copy of the
1427 official records available for inspection or copying in the
1428 community. If the association has a photocopy machine available
1429 where the records are maintained, it must provide parcel owners
1430 with copies on request during the inspection if the entire
1431 request is limited to no more than 25 pages.

1432 (c) The association may adopt reasonable written rules
1433 governing the frequency, time, location, notice, records to be
1434 inspected, and manner of inspections, but may not require a
1435 parcel owner to demonstrate any proper purpose for the
1436 inspection, state any reason for the inspection, or limit a
1437 parcel owner's right to inspect records to less than one 8-hour
1438 business day per month. The association may impose fees to cover
1439 the costs of providing copies of the official records,
1440 including, without limitation, the costs of copying. The
1441 association may charge up to 50 cents per page for copies made
1442 on the association's photocopier. If the association does not
1443 have a photocopy machine available where the records are kept,
1444 or if the records requested to be copied exceed 25 pages in
1445 length, the association may have copies made by an outside
1446 vendor or association management company personnel and may
1447 charge the actual cost of copying, including any reasonable
1448 costs involving personnel fees and charges at an hourly rate for
1449 vendor or employee time to cover administrative costs to the
1450 vendor or association. The association shall maintain an

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1451 adequate number of copies of the recorded governing documents,
1452 to ensure their availability to members and prospective members.
1453 Notwithstanding this paragraph, the following records are not
1454 accessible to members or parcel owners:

1455 1. Any record protected by the lawyer-client privilege as
1456 described in s. 90.502 and any record protected by the work-
1457 product privilege, including, but not limited to, a any record
1458 prepared by an association attorney or prepared at the
1459 attorney's express direction which reflects a mental impression,
1460 conclusion, litigation strategy, or legal theory of the attorney
1461 or the association and which was prepared exclusively for civil
1462 or criminal litigation or for adversarial administrative
1463 proceedings or which was prepared in anticipation of such
1464 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~
1465 ~~administrative~~ proceedings until the conclusion of the
1466 litigation or ~~administrative~~ proceedings.

1467 2. Information obtained by an association in connection
1468 with the approval of the lease, sale, or other transfer of a
1469 parcel.

1470 3. Personnel records of the association's employees,
1471 including, but not limited to, disciplinary, payroll, health,
1472 and insurance records. For purposes of this paragraph, the term
1473 "personnel records" does not include written employment
1474 agreements with an association employee or budgetary or
1475 financial records that indicate the compensation paid to an
1476 association employee.

1477 4. Medical records of parcel owners or community residents.

1478 5. Social security numbers, driver's license numbers,
1479 credit card numbers, electronic mailing addresses, telephone

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1480 numbers, facsimile numbers, emergency contact information, any
1481 addresses for a parcel owner other than as provided for
1482 association notice requirements, and other personal identifying
1483 information of any person, excluding the person's name, parcel
1484 designation, mailing address, and property address. However, an
1485 owner may consent in writing to the disclosure of protected
1486 information described in this subparagraph. The association is
1487 not liable for the disclosure of information that is protected
1488 under this subparagraph if the information is included in an
1489 official record of the association and is voluntarily provided
1490 by an owner and not requested by the association.

1491 6. Any electronic security measure that is used by the
1492 association to safeguard data, including passwords.

1493 7. The software and operating system used by the
1494 association which allows the manipulation of data, even if the
1495 owner owns a copy of the same software used by the association.
1496 The data is part of the official records of the association.

1497 Section 15. Subsections (2) and (3) of section 720.305,
1498 Florida Statutes, are amended and renumbered as subsections (3)
1499 and (4), respectively, and subsection (5) is added to that
1500 section, to read:

1501 720.305 Obligations of members; remedies at law or in
1502 equity; levy of fines and suspension of use rights.—

1503 (2) The association ~~If a member is delinquent for more than~~
1504 ~~90 days in paying a monetary obligation due the association, an~~
1505 ~~association may suspend, until such monetary obligation is paid,~~
1506 ~~the rights of a member or a member's tenants, guests, or~~
1507 ~~invitees, or both, to use common areas and facilities and may~~
1508 levy reasonable fines of up to \$100 per violation, against any

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1509 member or any member's tenant, guest, or invitee for the failure
1510 of the owner of the parcel, or its occupant, licensee, or
1511 invitee, to comply with any provision of the declaration, the
1512 association bylaws, or reasonable rules of the association. A
1513 fine may be levied for each day of a continuing violation, with
1514 a single notice and opportunity for hearing, except that the a
1515 fine may not exceed \$1,000 in the aggregate unless otherwise
1516 provided in the governing documents. A fine of less than \$1,000
1517 may not become a lien against a parcel. In any action to recover
1518 a fine, the prevailing party is entitled to ~~collect its~~
1519 reasonable attorney's fees and costs from the nonprevailing
1520 party as determined by the court.

1521 (a) An association may suspend, for a reasonable period of
1522 time, the right of a member, or a member's tenant, guest, or
1523 invitee, to use common areas and facilities for the failure of
1524 the owner of the parcel, or its occupant, licensee, or invitee,
1525 to comply with any provision of the declaration, the association
1526 bylaws, or reasonable rules of the association. ~~The provisions~~
1527 ~~regarding the suspension of use rights do not apply to the~~
1528 ~~portion of common areas that must be used to provide access to~~
1529 ~~the parcel or utility services provided to the parcel.~~

1530 (b) ~~(a)~~ A fine or suspension may not be imposed without at
1531 least 14 days' notice to the person sought to be fined or
1532 suspended and an opportunity for a hearing before a committee of
1533 at least three members appointed by the board who are not
1534 officers, directors, or employees of the association, or the
1535 spouse, parent, child, brother, or sister of an officer,
1536 director, or employee. If the committee, by majority vote, does
1537 not approve a proposed fine or suspension, it may not be

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1538 imposed. If the association imposes a fine or suspension, the
1539 association must provide written notice of such fine or
1540 suspension by mail or hand delivery to the parcel owner and, if
1541 applicable, to any tenant, licensee, or invitee of the parcel
1542 owner.

1543 (3) If a member is more than 90 days delinquent in paying a
1544 monetary obligation due to the association, the association may
1545 suspend the right of the member, or the member's tenant, guest,
1546 or invitee, to use common areas and facilities until the
1547 monetary obligation is paid in full. The subsection does not
1548 apply to that portion of common areas used to provide access to
1549 the parcel or to utility services provided to the parcel.

1550 ~~(b)~~ Suspension does of common area use rights do not impair
1551 the right of an owner or tenant of a parcel to have vehicular
1552 and pedestrian ingress to and egress from the parcel, including,
1553 but not limited to, the right to park. The notice and hearing
1554 requirements under subsection (2) do not apply to a suspension
1555 imposed under this subsection.

1556 ~~(4)~~ ~~(3)~~ ~~If the governing documents so provide,~~ An
1557 association may suspend the voting rights of a member for the
1558 nonpayment of any monetary obligation that is more than regular
1559 ~~annual assessments that are delinquent in excess of~~ 90 days
1560 delinquent. The notice and hearing requirements under subsection
1561 (2) do not apply to a suspension imposed under this subsection.
1562 The suspension ends upon full payment of all obligations
1563 currently due or overdue to the association.

1564 (5) All suspensions imposed pursuant to subsection (3) or
1565 subsection (4) must be approved at a properly noticed board
1566 meeting. Upon approval, the association must notify the parcel

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1567 owner and, if applicable, the parcel's occupant, licensee, or
1568 invitee by mail or hand delivery.

1569 Section 16. Paragraph (a) of subsection (1) and subsections
1570 (3) and (8) of section 720.3085, Florida Statutes, are amended
1571 to read:

1572 720.3085 Payment for assessments; lien claims.—

1573 (1) When authorized by the governing documents, the
1574 association has a lien on each parcel to secure the payment of
1575 assessments and other amounts provided for by this section.
1576 Except as otherwise set forth in this section, the lien is
1577 effective from and shall relate back to the date on which the
1578 original declaration of the community was recorded. However, as
1579 to first mortgages of record, the lien is effective from and
1580 after recording of a claim of lien in the public records of the
1581 county in which the parcel is located. This subsection does not
1582 bestow upon any lien, mortgage, or certified judgment of record
1583 on July 1, 2008, including the lien for unpaid assessments
1584 created in this section, a priority that, by law, the lien,
1585 mortgage, or judgment did not have before July 1, 2008.

1586 (a) To be valid, a claim of lien must state the description
1587 of the parcel, the name of the record owner, the name and
1588 address of the association, the assessment amount due, and the
1589 due date. The claim of lien secures ~~shall secure~~ all unpaid
1590 assessments that are due and that may accrue subsequent to the
1591 recording of the claim of lien and before entry of a certificate
1592 of title, as well as interest, late charges, and reasonable
1593 costs and attorney's fees incurred by the association incident
1594 to the collection process. The claim of lien also secures
1595 reasonable expenses for collection services incurred before

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1596 filing a claim as provided in subsection (3). The person making
1597 ~~the~~ payment is entitled to a satisfaction of the lien upon
1598 payment in full.

1599 (3) Assessments and installments on assessments that are
1600 not paid when due bear interest from the due date until paid at
1601 the rate provided in the declaration of covenants or the bylaws
1602 of the association, which rate may not exceed the rate allowed
1603 by law. If no rate is provided in the declaration or bylaws,
1604 interest accrues at the rate of 18 percent per year.

1605 (a) If the declaration or bylaws so provide, the
1606 association may also charge an administrative late fee ~~in an~~
1607 ~~amount~~ not to exceed the greater of \$25 or 5 percent of the
1608 amount of each installment that is paid past the due date.

1609 (b) The association may also charge for reasonable expenses
1610 incurred by the association for collection services that are
1611 reasonably related to the collection of the delinquent account
1612 rendered by a community association manager or community
1613 association management firm, as specified in a written agreement
1614 with such community association manager or firm, and payable to
1615 the community association manager or firm as a liquidated sum.

1616 (c) ~~(b)~~ Any payment received by an association and accepted
1617 shall be applied first to any interest accrued, then to any
1618 administrative late fee, then to expenses for collection
1619 services as provided under paragraph (b), then to any costs and
1620 reasonable attorney's fees incurred in collection, and then to
1621 the delinquent assessment. This paragraph applies
1622 notwithstanding any restrictive endorsement, designation, or
1623 instruction placed on or accompanying a payment. A late fee is
1624 not subject to the provisions of chapter 687 and is not a fine.

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1625 (8) If the parcel is occupied by a tenant and the parcel
1626 owner is delinquent in paying any monetary obligation due to the
1627 association, the association may demand that the tenant pay rent
1628 to the association and continue to make such payments until all
1629 the monetary obligations of the parcel owner related to the
1630 parcel have been paid in full and ~~the future monetary~~
1631 ~~obligations related to the parcel. The demand is continuing in~~
1632 ~~nature, and upon demand, the tenant must continue to pay the~~
1633 ~~monetary obligations until~~ the association releases the tenant
1634 or until the tenant discontinues tenancy in the parcel. A tenant
1635 ~~who acts in good faith in response to a written demand from an~~
1636 ~~association~~ is immune from any claim by ~~from~~ the parcel owner
1637 related to the rent once the association has made written
1638 demand. Any payment received from a tenant by the association
1639 must be applied to the parcel owner's oldest delinquent monetary
1640 obligation.

1641 (a) If the tenant paid ~~prepaid~~ rent to the parcel owner for
1642 a given rental period before receiving the demand from the
1643 association and provides written evidence of prepaying ~~paying~~
1644 the rent to the association within 14 days after receiving the
1645 demand, the tenant shall receive credit for the prepaid rent for
1646 the applicable period but ~~and~~ must make any subsequent rental
1647 payments to the association to be credited against the monetary
1648 obligations of the parcel owner to the association. The
1649 association shall, upon request, provide the tenant with written
1650 receipts for payments made. The association shall mail written
1651 notice to the parcel owner of the association's demand that the
1652 tenant pay monetary obligations to the association.

1653 (b) The tenant is not liable for increases in the amount of

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1654 the monetary obligations due unless the tenant was notified in
1655 writing of the increase at least 10 days before the date on
1656 which the rent is due. The liability of the tenant may not
1657 exceed the amount due from the tenant to the tenant's landlord.
1658 The tenant shall be given a credit against rents due to the
1659 parcel owner in the amount of assessments paid to the
1660 association.

1661 (c) The association may issue notices under s. 83.56 and
1662 may sue for eviction under ss. 83.59-83.625 as if the
1663 association were a landlord under part II of chapter 83 if the
1664 tenant fails to pay a monetary obligation. However, the
1665 association is not otherwise considered a landlord under chapter
1666 83 and specifically has no obligations ~~duties~~ under s. 83.51.

1667 (d) The tenant does not, by virtue of payment of monetary
1668 obligations, have any of the rights of a parcel owner to vote in
1669 any election or to examine the books and records of the
1670 association.

1671 (e) A court may supersede the effect of this subsection by
1672 appointing a receiver.

1673 Section 17. Section 720.309, Florida Statutes, is amended
1674 to read:

1675 720.309 Agreements entered into by the association.—

1676 (1) Any grant or reservation made by any document, and any
1677 contract that has ~~with~~ a term greater than ~~in excess of~~ 10
1678 years, that is made by an association before control of the
1679 association is turned over to the members other than the
1680 developer, and that provides ~~which provide~~ for the operation,
1681 maintenance, or management of the association or common areas,
1682 must be fair and reasonable.

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1683 (2) If the governing documents provide for the cost of
1684 communication services as defined in s. 202.11, information
1685 services or Internet services obtained pursuant to a bulk
1686 contract shall be deemed an operating expense of the
1687 association. If the governing documents do not provide for such
1688 services, the board may contract for the services, and the cost
1689 shall be deemed an operating expense of the association but must
1690 be allocated on a per-parcel basis rather than a percentage
1691 basis, notwithstanding that the governing documents provide for
1692 other than an equal sharing of operating expenses. Any contract
1693 entered into before July 1, 2011, in which the cost of the
1694 service is not equally divided among all parcel owners may be
1695 changed by a majority of the voting interests present at a
1696 regular or special meeting of the association in order to
1697 allocate the cost equally among all parcels.

1698 (a) Any contract entered into may be canceled by a majority
1699 of the voting interests present at the next regular or special
1700 meeting of the association, whichever occurs first. Any member
1701 may make a motion to cancel such contract, but if no motion is
1702 made or if such motion fails to obtain the required vote, the
1703 contract shall be deemed ratified for the term expressed
1704 therein.

1705 (b) Any contract entered into must provide, and shall be
1706 deemed to provide if not expressly set forth therein, that a
1707 hearing-impaired or legally blind parcel owner who does not
1708 occupy the parcel along with a nonhearing-impaired or sighted
1709 person, or a parcel owner who receives supplemental security
1710 income under Title XVI of the Social Security Act or food stamps
1711 as administered by the Department of Children and Family

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1712 Services pursuant to s. 414.31, may discontinue the service
1713 without incurring disconnect fees, penalties, or subsequent
1714 service charges, and may not be required to pay any operating
1715 expenses charge related to such service for those parcels. If
1716 fewer than all parcel owners share the expenses of the
1717 communication services, information services, or Internet
1718 services, the expense must be shared by all participating parcel
1719 owners. The association may use the provisions of s. 720.3085 to
1720 enforce payment by the parcel owners receiving such services.

1721 (c) A resident of any parcel, whether a tenant or parcel
1722 owner, may not be denied access to available franchised,
1723 licensed, or certificated cable or video service providers if
1724 the resident pays the provider directly for services. A resident
1725 or a cable or video service provider may not be required to pay
1726 anything of value in order to obtain or provide such service
1727 except for the charges normally paid for like services by
1728 residents of single-family homes located outside the community
1729 but within the same franchised, licensed, or certificated area,
1730 and except for installation charges agreed to between the
1731 resident and the service provider.

1732 Section 18. This act shall take effect July 1, 2011.