

By the Committees on Community Affairs; and 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. 633.0215, F.S.;
4 exempting certain residential buildings from a
5 requirement to install a manual fire alarm system;
6 amending s. 718.111, F.S.; revising provisions
7 relating to the official records of condominium
8 associations; providing for disclosure of employment
9 agreements or compensation paid to association
10 employees; amending s. 718.112, F.S.; revising
11 provisions relating to bylaws; providing that board of
12 administration meetings discussing personnel matters
13 are not open to unit members; revising requirements
14 for electing the board of directors; providing for
15 continued office and for filling vacancies under
16 certain circumstances; specifying unit owner
17 eligibility for board membership; requiring that
18 certain educational curriculum be completed within a
19 specified time before the election or appointment of a
20 board director; amending s. 718.113, F.S.; authorizing
21 the board of a condominium association to install
22 impact glass or other code-compliant windows under
23 certain circumstances; amending s. 718.114, F.S.;
24 requiring the vote or written consent of a majority of
25 the voting interests before a condominium association
26 may enter into certain agreements to acquire
27 leaseholds, memberships, or other possessory or use
28 interests; amending s. 718.116, F.S.; revising
29 provisions relating to condominium assessments;

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

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59 amending s. 718.707, F.S.; revising the time
60 limitation for classification as a bulk assignee or
61 bulk buyer; amending s. 719.108, F.S.; authorizing an
62 association to charge for collection services for
63 delinquent accounts; authorizing a claim of lien to
64 secure reasonable expenses for collection services for
65 a delinquent account; requiring any rent payments
66 received by a cooperative association from a tenant to
67 be applied to the oldest delinquent monetary
68 obligation of a unit owner; amending s. 719.303, F.S.;
69 revising provisions relating to imposing remedies
70 against a delinquent unit owner or occupant; providing
71 for the suspension of certain rights of use or voting
72 rights; requiring that the suspension of certain
73 rights of use or voting rights be approved at a
74 noticed board meeting; amending s. 720.301, F.S.;
75 revising the definition of the term "declaration of
76 covenants"; amending s. 720.303, F.S.; revising
77 provisions relating to records that are not accessible
78 to members of a homeowners' association; providing for
79 disclosure of employment agreements and compensation
80 paid to association employees; amending s. 720.305,
81 F.S.; revising provisions relating to imposing
82 remedies against a delinquent member of a homeowners'
83 association; requiring that the suspension of certain
84 rights of use or voting rights be approved at a
85 noticed board meeting; amending s. 720.306, F.S.;
86 providing limitations on who may serve on the board of
87 directors of a homeowners' association; amending s.

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88 720.3085, F.S.; authorizing an association to charge
89 for collection services for delinquent accounts;
90 authorizing a claim of lien to secure expenses for
91 collection services for a delinquent account;
92 requiring any rent payments received by an association
93 from a tenant to be applied to the oldest delinquent
94 monetary obligation of a parcel owner; amending s.
95 720.309, F.S.; providing for the allocation of
96 communication services by a homeowners' association;
97 providing for the cancellation of communication
98 contracts; providing that hearing-impaired or legally
99 blind owners and owners receiving certain supplemental
100 security income or food stamps may discontinue the
101 service without incurring costs; providing that
102 residents may not be denied access to available
103 franchised, licensed, or certificated cable or video
104 service providers; providing an effective date.

105

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

107

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

110 633.0215 Florida Fire Prevention Code.—

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

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117 existing law.

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

120 718.111 The association.—

121 (12) OFFICIAL RECORDS.—

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

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

128 2. A photocopy of the recorded declaration of condominium
129 of each condominium operated by the association and ~~of~~ each
130 amendment to each declaration.

131 3. A photocopy of the recorded bylaws of the association
132 and ~~of~~ each amendment to the bylaws.

133 4. A certified copy of the articles of incorporation of the
134 association, or other documents creating the association, and ~~of~~
135 each amendment thereto.

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

137 6. A book or books that ~~which~~ contain the minutes of all
138 meetings of the association, ~~of~~ the board of administration, and
139 the ~~of~~ unit owners, which minutes must be retained for at least
140 7 years.

141 7. A current roster of all unit owners and their mailing
142 addresses, unit identifications, voting certifications, and, if
143 known, telephone numbers. The association shall also maintain
144 the electronic mailing addresses and facsimile ~~the~~ numbers
145 ~~designated by unit owners for receiving notice sent by~~

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146 ~~electronic transmission~~ of ~~those~~ unit owners consenting to
147 receive notice by electronic transmission. The electronic
148 mailing addresses and facsimile telephone numbers may not be
149 accessible to unit owners ~~must be removed from association~~
150 ~~records~~ if consent to receive notice by electronic transmission
151 is not provided in accordance with subparagraph (c)5 ~~revoked~~.
152 However, the association is not liable for an erroneous
153 disclosure of the electronic mail address or facsimile ~~the~~
154 number for receiving electronic transmission of notices.

155 8. All current insurance policies of the association and
156 condominiums operated by the association.

157 9. A current copy of any management agreement, lease, or
158 other contract to which the association is a party or under
159 which the association or the unit owners have an obligation or
160 responsibility.

161 10. Bills of sale or transfer for all property owned by the
162 association.

163 11. Accounting records for the association and separate
164 accounting records for each condominium that ~~which~~ the
165 association operates. All accounting records must ~~shall~~ be
166 maintained for at least 7 years. Any person who knowingly or
167 intentionally defaces or destroys such ~~accounting~~ records
168 ~~required to be created and maintained by this chapter during the~~
169 ~~period for which such records are required to be maintained, or~~
170 who knowingly or intentionally fails to create or maintain such
171 records, with the intent of causing harm to the association or
172 one or more of its members, is personally subject to a civil
173 penalty pursuant to s. 718.501(1)(d). The accounting records
174 must include, but are not limited to:

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175 a. Accurate, itemized, and detailed records of all receipts
176 and expenditures.

177 b. A current account and a monthly, bimonthly, or quarterly
178 statement of the account for each unit designating the name of
179 the unit owner, the due date and amount of each assessment, the
180 amount paid on ~~upon~~ the account, and the balance due.

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

183 d. All contracts for work to be performed. Bids for work to
184 be performed are also considered official records and must be
185 maintained by the association.

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

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

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

195 15. All other records of the association not specifically
196 included in the foregoing which are related to the operation of
197 the association.

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

200 (c) The official records of the association are open to
201 inspection by any association member or the authorized
202 representative of such member at all reasonable times. The right
203 to inspect the records includes the right to make or obtain

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204 copies, at the reasonable expense, if any, of the member. The
205 association may adopt reasonable rules regarding the frequency,
206 time, location, notice, and manner of record inspections and
207 copying. The failure of an association to provide the records
208 within 10 working days after receipt of a written request
209 creates a rebuttable presumption that the association willfully
210 failed to comply with this paragraph. A unit owner who is denied
211 access to official records is entitled to the actual damages or
212 minimum damages for the association's willful failure to comply.
213 Minimum damages are ~~shall be~~ \$50 per calendar day for up to 10
214 days, beginning ~~the calculation to begin~~ on the 11th working day
215 after receipt of the written request. The failure to permit
216 inspection ~~of the association records as provided herein~~
217 entitles any person prevailing in an enforcement action to
218 recover reasonable attorney's fees from the person in control of
219 the records who, directly or indirectly, knowingly denied access
220 to the records. ~~Any person who knowingly or intentionally~~
221 ~~defaces or destroys accounting records that are required by this~~
222 ~~chapter to be maintained during the period for which such~~
223 ~~records are required to be maintained, or who knowingly or~~
224 ~~intentionally fails to create or maintain accounting records~~
225 ~~that are required to be created or maintained, with the intent~~
226 ~~of causing harm to the association or one or more of its~~
227 ~~members, is personally subject to a civil penalty pursuant to s.~~
228 ~~718.501(1)(d).~~ The association shall maintain an adequate number
229 of copies of the declaration, articles of incorporation, bylaws,
230 and rules, and all amendments to each of the foregoing, as well
231 as the question and answer sheet as described ~~provided for~~ in s.
232 718.504 and year-end financial information required under ~~in~~

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233 this section, on the condominium property to ensure their
234 availability to unit owners and prospective purchasers, and may
235 charge its actual costs for preparing and furnishing these
236 documents to those requesting the documents. Notwithstanding ~~the~~
237 ~~provisions of~~ this paragraph, the following records are not
238 accessible to unit owners:

239 1. Any record protected by the lawyer-client privilege as
240 described in s. 90.502; and any record protected by the work-
241 product privilege, including a ~~any~~ record prepared by an
242 association attorney or prepared at the attorney's express
243 direction, ~~+~~ which reflects a mental impression, conclusion,
244 litigation strategy, or legal theory of the attorney or the
245 association, and which was prepared exclusively for civil or
246 criminal litigation or for adversarial administrative
247 proceedings, or which was prepared in anticipation of such
248 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~
249 ~~administrative~~ proceedings until the conclusion of the
250 litigation or ~~adversarial administrative~~ proceedings.

251 2. Information obtained by an association in connection
252 with the approval of the lease, sale, or other transfer of a
253 unit.

254 3. Personnel records of association or management company
255 employees, including, but not limited to, disciplinary, payroll,
256 health, and insurance records. For purposes of this
257 subparagraph, the term "personnel records" does not include
258 written employment agreements with an association employee or
259 budgetary or financial records that indicate the compensation
260 paid to an association employee.

261 4. Medical records of unit owners.

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262 5. Social security numbers, driver's license numbers,
263 credit card numbers, e-mail addresses, telephone numbers,
264 facsimile numbers, emergency contact information, ~~any~~ addresses
265 of a unit owner ~~other than as provided to fulfill the~~
266 association's notice requirements, and other personal
267 identifying information of any person, excluding the person's
268 name, unit designation, mailing address, ~~and~~ property address,
269 and any address, e-mail address, or facsimile number provided to
270 the association to fulfill the association's notice
271 requirements. However, an owner may consent in writing to the
272 disclosure of protected information described in this
273 subparagraph. The association is not liable for the disclosure
274 of information that is protected under this subparagraph if the
275 information is included in an official record of the association
276 and is voluntarily provided by an owner and not requested by the
277 association.

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

280 7. The software and operating system used by the
281 association which allow the ~~allows~~ manipulation of data, even if
282 the owner owns a copy of the same software used by the
283 association. The data is part of the official records of the
284 association.

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

287 718.112 Bylaws.—

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

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

292 1. Unless a lower number is provided in the bylaws, the
293 percentage of voting interests required to constitute a quorum
294 at a meeting of the members is ~~shall be~~ a majority of the voting
295 interests. Unless otherwise provided in this chapter or in the
296 declaration, articles of incorporation, or bylaws, and except as
297 provided in subparagraph (d)4. ~~(d)3.~~, decisions shall be made by
298 ~~owners of~~ a majority of the voting interests represented at a
299 meeting at which a quorum is present.

300 2. Except as specifically otherwise provided herein, ~~after~~
301 ~~January 1, 1992,~~ unit owners may not vote by general proxy, but
302 may vote by limited proxies substantially conforming to a
303 limited proxy form adopted by the division. A ~~No~~ voting interest
304 or consent right allocated to a unit owned by the association
305 may not ~~shall~~ be exercised or considered for any purpose,
306 whether for a quorum, an election, or otherwise. Limited proxies
307 and general proxies may be used to establish a quorum. Limited
308 proxies shall be used for votes taken to waive or reduce
309 reserves in accordance with subparagraph (f)2.; for votes taken
310 to waive the financial reporting requirements of s. 718.111(13);
311 for votes taken to amend the declaration pursuant to s. 718.110;
312 for votes taken to amend the articles of incorporation or bylaws
313 pursuant to this section; and for any other matter for which
314 this chapter requires or permits a vote of the unit owners.
315 Except as provided in paragraph (d), a ~~after January 1, 1992, no~~
316 proxy, limited or general, may not ~~shall~~ be used in the election
317 of board members. General proxies may be used for other matters
318 for which limited proxies are not required, and may ~~also~~ be used
319 in voting for nonsubstantive changes to items for which a

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320 limited proxy is required and given. Notwithstanding ~~the~~
321 ~~provisions of~~ this subparagraph, unit owners may vote in person
322 at unit owner meetings. This subparagraph does not ~~Nothing~~
323 ~~contained herein shall~~ limit the use of general proxies or
324 require the use of limited proxies for any agenda item or
325 election at any meeting of a timeshare condominium association.

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

332 4. A member of the board of administration or a committee
333 may submit in writing his or her agreement or disagreement with
334 any action taken at a meeting that the member did not attend.
335 This agreement or disagreement may not be used as a vote for or
336 against the action taken or to create ~~and may not be used for~~
337 ~~the purposes of creating~~ a quorum.

338 5. If ~~When~~ any of the board or committee members meet by
339 telephone conference, those board or committee members ~~attending~~
340 ~~by telephone conference~~ may be counted toward obtaining a quorum
341 and may vote by telephone. A telephone speaker must be used so
342 that the conversation of those ~~board or committee~~ members
343 ~~attending by telephone~~ may be heard by the board or committee
344 members attending in person as well as by any unit owners
345 present at a meeting.

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

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349 record or videotape the meetings ~~of the board of administration~~.
350 The right to attend such meetings includes the right to speak at
351 such meetings with reference to all designated agenda items. The
352 division shall adopt reasonable rules governing the tape
353 recording and videotaping of the meeting. The association may
354 adopt written reasonable rules governing the frequency,
355 duration, and manner of unit owner statements.

356 1. Adequate notice of all board meetings, which must ~~notice~~
357 ~~shall~~ specifically identify all ~~incorporate an identification of~~
358 agenda items, must ~~shall~~ be posted conspicuously on the
359 condominium property at least 48 continuous hours before
360 ~~preceding~~ the meeting except in an emergency. If 20 percent of
361 the voting interests petition the board to address an item of
362 business, the board ~~shall~~ at its next regular board meeting or
363 at a special meeting of the board, but not later than 60 days
364 after the receipt of the petition, shall place the item on the
365 agenda. Any item not included on the notice may be taken up on
366 an emergency basis by at least a majority plus one of the board
367 members ~~of the board~~. Such emergency action must ~~shall~~ be
368 noticed and ratified at the next regular board meeting ~~of the~~
369 ~~board~~. However, written notice of any meeting at which
370 nonemergency special assessments, or at which amendment to rules
371 regarding unit use, will be considered must ~~shall~~ be mailed,
372 delivered, or electronically transmitted to the unit owners and
373 posted conspicuously on the condominium property at least ~~not~~
374 ~~less than~~ 14 days before ~~prior to~~ the meeting. Evidence of
375 compliance with this 14-day notice requirement must ~~shall~~ be
376 made by an affidavit executed by the person providing the notice
377 and filed with ~~among~~ the official records of the association.

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378 Upon notice to the unit owners, the board shall, by duly adopted
379 rule, designate a specific location on the condominium ~~property~~
380 or association property where ~~upon which~~ all notices of board
381 meetings are to ~~shall~~ be posted. If there is no condominium
382 property or association property where ~~upon which~~ notices can be
383 posted, notices ~~of board meetings~~ shall be mailed, delivered, or
384 electronically transmitted at least 14 days before the meeting
385 to the owner of each unit. In lieu of or in addition to the
386 physical posting of the notice ~~of any meeting of the board of~~
387 ~~administration~~ on the condominium property, the association may,
388 by reasonable rule, adopt a procedure for conspicuously posting
389 and repeatedly broadcasting the notice and the agenda on a
390 closed-circuit cable television system serving the condominium
391 association. However, if broadcast notice is used in lieu of a
392 notice ~~posted~~ physically posted on ~~the~~ condominium property, the
393 notice and agenda must be broadcast at least four times every
394 broadcast hour of each day that a posted notice is otherwise
395 required under this section. If ~~When~~ broadcast notice is
396 provided, the notice and agenda must be broadcast in a manner
397 and for a sufficient continuous length of time so as to allow an
398 average reader to observe the notice and read and comprehend the
399 entire content of the notice and the agenda. Notice of any
400 meeting in which regular or special assessments against unit
401 owners are to be considered for any reason must ~~shall~~
402 specifically state that assessments will be considered and
403 provide the nature, estimated cost, and description of the
404 purposes for such assessments.

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

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407 association budget are subject to ~~the provisions of~~ this
408 paragraph. Meetings of a committee that does not take final
409 action on behalf of the board or make recommendations to the
410 board regarding the association budget are subject to ~~the~~
411 ~~provisions of~~ this section, unless those meetings are exempted
412 from this section by the bylaws of the association.

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

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

420 b. Board meetings held for the purpose of discussing
421 personnel matters.

422 (d) *Unit owner meetings.*—

423 1. An annual meeting of the unit owners shall be held at
424 the location provided in the association bylaws and, if the
425 bylaws are silent as to the location, the meeting shall be held
426 within 45 miles of the condominium property. However, such
427 distance requirement does not apply to an association governing
428 a timeshare condominium.

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

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436 submitted the written notice, as described in sub-subparagraph
437 4.a., of his or her intention to become a candidate. Except in a
438 timeshare condominium, or if the staggered term of a board
439 member does not expire until a later annual meeting, or if all
440 members terms would otherwise expire but there are no
441 candidates, the terms of all board members of the board expire
442 at the annual meeting, and such board members may stand for
443 reelection unless prohibited otherwise permitted by the bylaws.
444 If the bylaws permit staggered terms of no more than 2 years and
445 upon approval of a majority of the total voting interests, the
446 association board members may serve 2-year staggered terms. If
447 the number of board members whose terms expire at the annual
448 meeting equals or have expired exceeds the number of candidates,
449 the candidates become members of the board effective upon the
450 adjournment of the annual meeting. Unless the bylaws provide
451 otherwise, any remaining vacancies shall be filled by the
452 affirmative vote of the majority of the directors making up the
453 newly constituted board even if the directors constitute less
454 than a quorum or there is only one director eligible members
455 showing interest in or demonstrating an intention to run for the
456 vacant positions, each board member whose term has expired is
457 eligible for reappointment to the board of administration and
458 need not stand for reelection. In a condominium association of
459 more than 10 units or in a condominium association that does not
460 include timeshare units or timeshare interests, coowners of a
461 unit may not serve as members of the board of directors at the
462 same time unless they own more than one unit or unless there are
463 not enough eligible candidates to fill the vacancies on the
464 board at the time of the vacancy. Any unit owner desiring to be

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465 a candidate for board membership must comply with sub-
466 subparagraph 4.a. and must be eligible to serve on the board of
467 directors at the time of the deadline for submitting a notice of
468 intent to run, and continuously thereafter, in order to have his
469 or her name listed as a proper candidate on the ballot or to
470 serve on the board ~~3.a.~~ A person who has been suspended or
471 removed by the division under this chapter, or who is delinquent
472 in the payment of any fee, fine, or special or regular
473 assessment as provided in paragraph (n), is not eligible for
474 board membership. A person who has been convicted of any felony
475 in this state or in a United States District or Territorial
476 Court, or who has been convicted of any offense in another
477 jurisdiction which ~~that~~ would be considered a felony if
478 committed in this state, is not eligible for board membership
479 unless such felon's civil rights have been restored for at least
480 5 years as of the date ~~on which~~ such person seeks election to
481 the board. The validity of an action by the board is not
482 affected if it is later determined that a board member ~~of the~~
483 ~~board~~ is ineligible for board membership due to having been
484 convicted of a felony.

485 ~~3.2.~~ The bylaws must provide the method of calling meetings
486 of unit owners, including annual meetings. Written notice, ~~which~~
487 must include an agenda, must ~~shall~~ be mailed, hand delivered, or
488 electronically transmitted to each unit owner at least 14 days
489 before the annual meeting, and must be posted in a conspicuous
490 place on the condominium property at least 14 continuous days
491 before ~~preceding~~ the annual meeting. Upon notice to the unit
492 owners, the board shall, by duly adopted rule, designate a
493 specific location on the condominium property or association

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494 property where ~~upon which~~ all notices of unit owner meetings
495 shall be posted. This requirement does not apply ~~However,~~ if
496 there is no condominium property or association property for
497 posting ~~upon which~~ notices ~~can be posted,~~ ~~this requirement does~~
498 ~~not apply.~~ In lieu of, or in addition to, the physical posting
499 of meeting notices, the association may, by reasonable rule,
500 adopt a procedure for conspicuously posting and repeatedly
501 broadcasting the notice and the agenda on a closed-circuit cable
502 television system serving the condominium association. However,
503 if broadcast notice is used ~~in lieu of a notice posted~~
504 ~~physically on the condominium property,~~ the notice and agenda
505 must be broadcast at least four times every broadcast hour of
506 each day that a posted notice is otherwise required under this
507 section. If broadcast notice is provided, the notice and agenda
508 must be broadcast in a manner and for a sufficient continuous
509 length of time so as to allow an average reader to observe the
510 notice and read and comprehend the entire content of the notice
511 and the agenda. Unless a unit owner waives in writing the right
512 to receive notice of the annual meeting, such notice must be
513 hand delivered, mailed, or electronically transmitted to each
514 unit owner. Notice for meetings and notice for all other
515 purposes must be mailed to each unit owner at the address last
516 furnished to the association by the unit owner, or hand
517 delivered to each unit owner. However, if a unit is owned by
518 more than one person, the association must ~~shall~~ provide notice,
519 ~~for meetings and all other purposes,~~ to the ~~that one~~ address
520 that ~~which~~ the developer ~~initially~~ identifies for that purpose
521 and thereafter as one or more of the owners of the unit ~~shall~~
522 advise the association in writing, or if no address is given or

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523 the owners of the unit do not agree, to the address provided on
524 the deed of record. An officer of the association, or the
525 manager or other person providing notice of the association
526 meeting, must ~~shall~~ provide an affidavit or United States Postal
527 Service certificate of mailing, to be included in the official
528 records of the association affirming that the notice was mailed
529 or hand delivered, in accordance with this provision.

530 4.3 ~~The~~ members of the board shall be elected by written
531 ballot or voting machine. Proxies may not be used in electing
532 the board in general elections or elections to fill vacancies
533 caused by recall, resignation, or otherwise, unless otherwise
534 provided in this chapter.

535 a. At least 60 days before a scheduled election, the
536 association shall mail, deliver, or electronically transmit,
537 ~~whether~~ by separate association mailing or included in another
538 association mailing, delivery, or transmission, including
539 regularly published newsletters, to each unit owner entitled to
540 a vote, a first notice of the date of the election. Any unit
541 owner or other eligible person desiring to be a candidate for
542 the board must give written notice of his or her intent to be a
543 candidate to the association at least 40 days before a scheduled
544 election. Together with the written notice and agenda as set
545 forth in subparagraph 3. 2 ~~,~~, the association shall mail,
546 deliver, or electronically transmit a second notice of the
547 election to all unit owners entitled to vote, together with a
548 ballot that lists all candidates. Upon request of a candidate,
549 an information sheet, no larger than 8 1/2 inches by 11 inches,
550 which must be furnished by the candidate at least 35 days before
551 the election, must be included with the mailing, delivery, or

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552 transmission of the ballot, with the costs of mailing, delivery,
553 or electronic transmission and copying to be borne by the
554 association. The association is not liable for the contents of
555 the information sheets prepared by the candidates. In order to
556 reduce costs, the association may print or duplicate the
557 information sheets on both sides of the paper. The division
558 shall by rule establish voting procedures consistent with this
559 sub-subparagraph, including rules establishing procedures for
560 giving notice by electronic transmission and rules providing for
561 the secrecy of ballots. Elections shall be decided by a
562 plurality of ~~those~~ ballots cast. There is no quorum requirement;
563 however, at least 20 percent of the eligible voters must cast a
564 ballot in order to have a valid election ~~of members of the~~
565 ~~board~~. A unit owner may not permit any other person to vote his
566 or her ballot, and any ballots improperly cast are invalid. A
567 ~~provided any~~ unit owner who violates this provision may be fined
568 by the association in accordance with s. 718.303. A unit owner
569 who needs assistance in casting the ballot for the reasons
570 stated in s. 101.051 may obtain such assistance. The regular
571 election must occur on the date of the annual meeting. ~~This sub-~~
572 ~~subparagraph does not apply to timeshare condominium~~
573 ~~associations~~. Notwithstanding this sub-subparagraph, an election
574 is not required unless more candidates file notices of intent to
575 run or are nominated than board vacancies exist.

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

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581 she will work to uphold such documents and policies to the best
582 of his or her ability; and that he or she will faithfully
583 discharge his or her fiduciary responsibility to the
584 association's members. In lieu of this written certification,
585 within 90 days after being elected or appointed to the board,
586 the newly elected or appointed director may submit a certificate
587 of having satisfactorily completed ~~satisfactory completion of~~
588 the educational curriculum administered by a division-approved
589 condominium education provider within 1 year before or 90 days
590 after the date of election or appointment. The written
591 certification or educational certificate is valid and does not
592 have to be resubmitted as long as the director serves on the
593 board without interruption. A director who fails to timely file
594 the written certification or educational certificate is
595 suspended from service on the board until he or she complies
596 with this sub-subparagraph. The board may temporarily fill the
597 vacancy during the period of suspension. The secretary shall
598 cause the association to retain a director's written
599 certification or educational certificate for inspection by the
600 members for 5 years after a director's election. Failure to have
601 such written certification or educational certificate on file
602 does not affect the validity of any board action. This chapter
603 does not limit the use of general or limited proxies, require
604 the use of general or limited proxies, or require the use of a
605 written ballot or voting machine for any agenda item or election
606 at any meeting of a timeshare condominium association.

607 5.4. Any approval by unit owners called for by this chapter
608 or the applicable declaration or bylaws, including, but not
609 limited to, the approval requirement in s. 718.111(8), must

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610 ~~shall~~ be made at a duly noticed meeting of unit owners and is
611 subject to all requirements of this chapter or the applicable
612 condominium documents relating to unit owner decisionmaking,
613 except that unit owners may take action by written agreement,
614 without meetings, on matters for which action by written
615 agreement without meetings is expressly allowed by the
616 applicable bylaws or declaration or any law ~~statute~~ that
617 provides for such action.

618 ~~6.5.~~ Unit owners may waive notice of specific meetings if
619 allowed by the applicable bylaws or declaration or any law
620 ~~statute~~. If authorized by the bylaws, notice of meetings of the
621 board of administration, unit owner meetings, except unit owner
622 meetings called to recall board members under paragraph (j), and
623 committee meetings may be given by electronic transmission to
624 unit owners who consent to receive notice by electronic
625 transmission.

626 ~~7.6.~~ Unit owners ~~shall~~ have the right to participate in
627 meetings of unit owners with reference to all designated agenda
628 items. However, the association may adopt reasonable rules
629 governing the frequency, duration, and manner of unit owner
630 participation.

631 ~~8.7.~~ A ~~Any~~ unit owner may tape record or videotape a
632 meeting of the unit owners subject to reasonable rules adopted
633 by the division.

634 ~~9.8.~~ Unless otherwise provided in the bylaws, any vacancy
635 occurring on the board before the expiration of a term may be
636 filled by the affirmative vote of the majority of the remaining
637 directors, even if the remaining directors constitute less than
638 a quorum, or by the sole remaining director. In the alternative,

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639 a board may hold an election to fill the vacancy, in which case
640 the election procedures must conform to ~~the requirements of sub-~~
641 subparagraph 4.a. ~~3.a.~~ unless the association governs 10 units
642 or fewer and has opted out of the statutory election process, in
643 which case the bylaws of the association control. Unless
644 otherwise provided in the bylaws, a board member appointed or
645 elected under this section shall fill the vacancy for the
646 unexpired term of the seat being filled. Filling vacancies
647 created by recall is governed by paragraph (j) and rules adopted
648 by the division.

649
650 Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a.
651 ~~(d)3.a.~~, an association of 10 or fewer units may, by affirmative
652 vote of a majority of the total voting interests, provide for
653 different voting and election procedures in its bylaws, which
654 ~~vote~~ may be by a proxy specifically delineating the different
655 voting and election procedures. The different voting and
656 election procedures may provide for elections to be conducted by
657 limited or general proxy.

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

660 718.113 Maintenance; limitation upon improvement; display
661 of flag; hurricane shutters; display of religious decorations.-

662 (5) Each board of administration shall adopt hurricane
663 shutter specifications for each building within each condominium
664 operated by the association which ~~shall~~ include color, style,
665 and other factors deemed relevant by the board. All
666 specifications adopted by the board must ~~shall~~ comply with the
667 applicable building code.

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668 (a) The board may, subject to ~~the provisions of s.~~
669 718.3026~~7~~, and the approval of a majority of voting interests of
670 the condominium, install hurricane shutters, impact glass or
671 other code-compliant windows, or hurricane protection that
672 complies with or exceeds the applicable building code. However,
673 ~~or both, except that~~ a vote of the owners is not required if the
674 maintenance, repair, and replacement of hurricane shutters,
675 impact glass, or other code-compliant windows ~~or other forms of~~
676 ~~hurricane protection~~ are the responsibility of the association
677 pursuant to the declaration of condominium. If ~~However,~~ where
678 hurricane protection or laminated glass or window film
679 architecturally designed to function as hurricane protection
680 which complies with or exceeds the current applicable building
681 code has been previously installed, the board may not install
682 hurricane shutters, ~~or other~~ hurricane protection, or impact
683 glass or other code-compliant windows except upon approval by a
684 majority vote of the voting interests.

685 (b) The association is ~~shall be~~ responsible for the
686 maintenance, repair, and replacement of the hurricane shutters
687 or other hurricane protection authorized by this subsection if
688 such hurricane shutters or other hurricane protection is the
689 responsibility of the association pursuant to the declaration of
690 condominium. If the hurricane shutters or other hurricane
691 protection is ~~authorized by this subsection~~ are the
692 responsibility of the unit owners pursuant to the declaration of
693 condominium, the responsibility for the maintenance, repair, and
694 replacement of such items is ~~shall be~~ the responsibility of the
695 unit owner.

696 (c) The board may operate shutters installed pursuant to

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697 this subsection without permission of the unit owners only if
698 ~~where~~ such operation is necessary to preserve and protect the
699 condominium property and association property. The installation,
700 replacement, operation, repair, and maintenance of such shutters
701 in accordance with the procedures set forth in this paragraph
702 are ~~herein shall~~ not be deemed a material alteration to the
703 common elements or association property within the meaning of
704 this section.

705 (d) Notwithstanding any other provision ~~to the contrary~~ in
706 the condominium documents, if approval is required by the
707 documents, a board may ~~shall~~ not refuse to approve the
708 installation or replacement of hurricane shutters by a unit
709 owner conforming to the specifications adopted by the board.

710 Section 5. Section 718.114, Florida Statutes, is amended to
711 read:

712 718.114 Association powers.—An association may ~~has the~~
713 ~~power to~~ enter into agreements, to acquire leaseholds,
714 memberships, and other possessory or use interests in lands or
715 facilities such as country clubs, golf courses, marinas, and
716 other recreational facilities, . It has this power whether or not
717 the lands or facilities are contiguous to the lands of the
718 condominium, if such lands and facilities ~~they~~ are intended to
719 provide enjoyment, recreation, or other use or benefit to the
720 unit owners. All of these leaseholds, memberships, and other
721 possessory or use interests existing or created at the time of
722 recording the declaration must be stated and fully described in
723 the declaration. Subsequent to the recording of the declaration,
724 agreements acquiring these leaseholds, memberships, or other
725 possessory or use interests which are not entered into within 12

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726 months following the recording of the declaration are ~~shall be~~
727 ~~considered~~ a material alteration or substantial addition to the
728 real property that is association property, and the association
729 may not acquire or enter into such agreements ~~acquiring these~~
730 ~~leaseholds, memberships, or other possessory or use interests~~
731 except upon a vote of, or written consent by, a majority of the
732 total voting interests or as authorized by the declaration as
733 provided in s. 718.113. The declaration may provide that the
734 rental, membership fees, operations, replacements, and other
735 expenses are common expenses and may impose covenants and
736 restrictions concerning their use and may contain other
737 provisions not inconsistent with this chapter. A condominium
738 association may conduct bingo games as provided in s. 849.0931.

739 Section 6. Subsection (3), paragraph (b) of subsection (5),
740 and subsection (11) of section 718.116, Florida Statutes, are
741 amended to read:

742 718.116 Assessments; liability; lien and priority;
743 interest; collection.—

744 (3) Assessments and installments on assessments which are
745 not paid when due bear interest at the rate provided in the
746 declaration, from the due date until paid. The ~~This~~ rate may not
747 exceed the rate allowed by law, and, if no rate is provided in
748 the declaration, interest accrues at the rate of 18 percent per
749 year. ~~Also,~~ If provided by the declaration or bylaws, the
750 association may, in addition to such interest, charge an
751 administrative late fee of up to the greater of \$25 or 5 percent
752 of ~~each installment of the assessment for~~ each delinquent
753 installment for which the payment is late. The association may
754 also charge for reasonable expenses incurred by the association

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755 for collection services that are reasonably related to the
756 collection of the delinquent account rendered by a community
757 association manager or community association management firm, as
758 specified in a written agreement with such community association
759 manager or firm, and payable to the community association
760 manager or firm as a liquidated sum. Any payment received by an
761 association must be applied first to any interest accrued by the
762 association, then to any administrative late fee, then to
763 expenses for collection services, then to any costs and
764 reasonable attorney's fees incurred in collection, and then to
765 the delinquent assessment. The foregoing is applicable
766 notwithstanding any restrictive endorsement, designation, or
767 instruction placed on or accompanying a payment. A late fee is
768 not subject to chapter 687 or s. 718.303(4) ~~718.303(3)~~.

769 (5)

770 (b) To be valid, a claim of lien must state the description
771 of the condominium parcel, the name of the record owner, the
772 name and address of the association, the amount due, and the due
773 dates. It must be executed and acknowledged by an officer or
774 authorized agent of the association. The lien is not effective
775 ~~longer than~~ 1 year after the claim of lien was recorded unless,
776 within that time, an action to enforce the lien is commenced.
777 The 1-year period is automatically extended for any length of
778 time during which the association is prevented from filing a
779 foreclosure action by an automatic stay resulting from a
780 bankruptcy petition filed by the parcel owner or any other
781 person claiming an interest in the parcel. The claim of lien
782 secures all unpaid assessments that are due and that may accrue
783 after the claim of lien is recorded and through the entry of a

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784 final judgment, as well as interest and all reasonable costs and
785 attorney's fees incurred by the association incident to the
786 collection process. The claim of lien also secures reasonable
787 expenses for collection services incurred before filing a claim
788 as provided in subsection (3). Upon payment in full, the person
789 making the payment is entitled to a satisfaction of the lien.
790

791 After notice of contest of lien has been recorded, the clerk of
792 the circuit court shall mail a copy of the recorded notice to
793 the association by certified mail, return receipt requested, at
794 the address shown in the claim of lien or most recent amendment
795 to it and shall certify to the service on the face of the
796 notice. Service is complete upon mailing. After service, the
797 association has 90 days in which to file an action to enforce
798 the lien; and, if the action is not filed within the 90-day
799 period, the lien is void. However, the 90-day period shall be
800 extended for any length of time during which ~~that~~ the
801 association is prevented from filing its action because of an
802 automatic stay resulting from the filing of a bankruptcy
803 petition by the unit owner or by any other person claiming an
804 interest in the parcel.

805 (11) If the unit is occupied by a tenant and the unit owner
806 is delinquent in paying any monetary obligation due to the
807 association, the association may make a written demand that the
808 tenant pay rent to the association ~~the future monetary~~
809 ~~obligations related to the condominium unit to the association,~~
810 and continue to the tenant must make such payments until all
811 monetary obligations of the unit owner related to the unit have
812 been paid in full to the association ~~payment. The demand is~~

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813 ~~continuing in nature and, upon demand,~~ The tenant must pay rent
814 ~~the monetary obligations~~ to the association until the
815 association releases the tenant or the tenant discontinues
816 tenancy in the unit. The association must mail written notice to
817 the unit owner of the association's demand that the tenant make
818 payments to the association. The association shall, upon
819 request, provide the tenant with written receipts for payments
820 made. A tenant ~~who acts in good faith in response to a written~~
821 ~~demand from an association~~ is immune from any claim by ~~from~~ the
822 unit owner related to the rent once the association has made
823 written demand. Any payment received from a tenant must be
824 applied to the unit owner's oldest delinquent monetary
825 obligation.

826 (a) If the tenant paid ~~prepaid~~ rent to the unit owner for a
827 given rental period before receiving the demand from the
828 association and provides written evidence of prepaying ~~paying~~
829 the rent to the association within 14 days after receiving the
830 demand, the tenant shall receive credit for the prepaid rent for
831 the applicable period but ~~and~~ must make any subsequent rental
832 payments to the association to be credited against the monetary
833 obligations of the unit owner ~~to the association.~~

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

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

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

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

855 Section 7. Paragraph (c) is added to subsection (2) of
856 section 718.117, Florida Statutes, and subsections (3), (4), and
857 (11), paragraphs (a) and (d) of subsection (12), subsection
858 (14), paragraph (a) of subsection (17), and subsections (18) and
859 (19) of that section are amended, to read:

860 718.117 Termination of condominium.—

861 (2) TERMINATION BECAUSE OF ECONOMIC WASTE OR
862 IMPOSSIBILITY.—

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

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

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871 plan and the petition to:

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

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

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

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

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

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900 plan of termination is fair and reasonable and authorizing
901 implementation of the plan.

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

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

919 (11) PLAN OF TERMINATION; OPTIONAL PROVISIONS; CONDITIONAL
920 TERMINATION.—

921 (a) The plan of termination may provide that each unit
922 owner retains the exclusive right of possession to the portion
923 of the real estate which ~~that~~ formerly constituted the unit if
924 ~~in which case~~ the plan specifies ~~must specify~~ the conditions of
925 possession. In a partial termination, the plan of termination as
926 specified in subsection (10) must also identify the units that
927 survive the partial termination and provide that such units
928 remain in the condominium form of ownership pursuant to an

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929 amendment to the declaration of condominium or an amended and
930 restated declaration. In a partial termination, title to the
931 surviving units and common elements that remain part of the
932 condominium property specified in the plan of termination remain
933 vested in the ownership shown in the public records and do not
934 vest in the termination trustee.

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

945 (12) ALLOCATION OF PROCEEDS OF SALE OF CONDOMINIUM
946 PROPERTY.—

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

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958 for the units and common elements.

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

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

986 (17) DISTRIBUTION.—

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

993 (18) ASSOCIATION STATUS.—The termination of a condominium
994 does not change the corporate status of the association that
995 operated the condominium property. The association continues to
996 exist to conclude its affairs, prosecute and defend actions by
997 or against it, collect and discharge obligations, dispose of and
998 convey its property, and collect and divide its assets, but not
999 to act except as necessary to conclude its affairs. In a partial
1000 termination, the association may continue as the condominium
1001 association for the property that remains subject to the
1002 declaration of condominium.

1003 (19) CREATION OF ANOTHER CONDOMINIUM.—The termination or
1004 partial termination of a condominium does not bar the filing of
1005 a new declaration of condominium ~~or an amended and restated~~
1006 ~~declaration of condominium~~ by the termination trustee, or the
1007 trustee's successor in interest, for the terminated property or
1008 affecting any portion thereof of the same property. The partial
1009 termination of a condominium may provide for the simultaneous
1010 filing of an amendment to the declaration of condominium or an
1011 amended and restated declaration of condominium by the
1012 condominium association for any portion of the property not
1013 terminated from the condominium form of ownership.

1014 Section 8. Subsections (3), (4), and (5) of section
1015 718.303, Florida Statutes, are amended, and subsection (6) is

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1016 added to that section, to read:

1017 718.303 Obligations of owners and occupants; remedies.—

1018 ~~(3) If a unit owner is delinquent for more than 90 days in~~
1019 ~~paying a monetary obligation due to the association, the~~
1020 ~~association may suspend the right of a unit owner or a unit's~~
1021 ~~occupant, licensee, or invitee to use common elements, common~~
1022 ~~facilities, or any other association property until the monetary~~
1023 ~~obligation is paid. This subsection does not apply to limited~~
1024 ~~common elements intended to be used only by that unit, common~~
1025 ~~elements that must be used to access the unit, utility services~~
1026 ~~provided to the unit, parking spaces, or elevators. The~~
1027 ~~association may also~~ levy reasonable fines for the failure of
1028 the owner of the unit, or its occupant, licensee, or invitee, to
1029 comply with any provision of the declaration, the association
1030 bylaws, or reasonable rules of the association. A fine may ~~does~~
1031 not become a lien against a unit. ~~A fine may not exceed \$100 per~~
1032 ~~violation. However,~~ A fine may be levied on the basis of each
1033 day of a continuing violation, with a single notice and
1034 opportunity for hearing. However, the fine may not exceed \$100
1035 per violation, or \$1,000 in the aggregate ~~exceed \$1,000~~.

1036 (a) An association may suspend, for a reasonable period of
1037 time, the right of a unit owner, or a unit owner's tenant,
1038 guest, or invitee, to use the common elements, common
1039 facilities, or any other association property for failure to
1040 comply with any provision of the declaration, the association
1041 bylaws, or reasonable rules of the association.

1042 (b) A fine or suspension may not be imposed ~~levied and a~~
1043 ~~suspension may not be imposed~~ unless the association first
1044 provides at least 14 days' written notice and an opportunity for

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1045 a hearing to the unit owner and, if applicable, its occupant,
1046 licensee, or invitee. The hearing must be held before a
1047 committee of other unit owners who are neither board members nor
1048 persons residing in a board member's household. If the committee
1049 does not agree ~~with the fine or suspension~~, the fine or
1050 suspension may not be ~~levied or~~ imposed.

1051 (4) If a unit owner is more than 90 days delinquent in
1052 paying a monetary obligation due to the association, the
1053 association may suspend the right of the unit owner or the
1054 unit's occupant, licensee, or invitee to use common elements,
1055 common facilities, or any other association property until the
1056 monetary obligation is paid in full. This subsection does not
1057 apply to limited common elements intended to be used only by
1058 that unit, common elements needed to access the unit, utility
1059 services provided to the unit, parking spaces, or elevators. The
1060 notice and hearing requirements under subsection (3) do not
1061 apply to suspensions imposed under this subsection.

1062 ~~(4) The notice and hearing requirements of subsection (3)~~
1063 ~~do not apply to the imposition of suspensions or fines against a~~
1064 ~~unit owner or a unit's occupant, licensee, or invitee because of~~
1065 ~~failing to pay any amounts due the association. If such a fine~~
1066 ~~or suspension is imposed, the association must levy the fine or~~
1067 ~~impose a reasonable suspension at a properly noticed board~~
1068 ~~meeting, and after the imposition of such fine or suspension,~~
1069 ~~the association must notify the unit owner and, if applicable,~~
1070 ~~the unit's occupant, licensee, or invitee by mail or hand~~
1071 ~~delivery.~~

1072 (5) An association may ~~also~~ suspend the voting rights of a
1073 member due to nonpayment of any monetary obligation due to the

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1074 association which is more than 90 days delinquent. If a member's
1075 voting rights are suspended, that member's suspension may not
1076 count for or against a proposed question. The suspension ends
1077 upon full payment of all obligations currently due or overdue
1078 the association. The notice and hearing requirements under
1079 subsection (3) do not apply to a suspension imposed under this
1080 subsection.

1081 (6) All suspensions imposed pursuant to subsection (4) or
1082 subsection (5) must be approved at a properly noticed board
1083 meeting. Upon approval, the association must notify the unit
1084 owner and, if applicable, the unit's occupant, licensee, or
1085 invitee by mail or hand delivery.

1086 Section 9. Section 718.703, Florida Statutes, is amended to
1087 read:

1088 718.703 Definitions.—As used in this part, the term:

1089 (1) "Bulk assignee" means a person who is not a bulk buyer
1090 and who:

1091 (a) Acquires more than seven condominium parcels in a
1092 single condominium as set forth in s. 718.707; and

1093 (b) Receives an assignment of any of the developer rights,
1094 other than or in addition to those rights described in
1095 subsection (2), ~~some or all of the rights of the developer~~ as
1096 set forth in the declaration of condominium or this chapter: ~~by~~

1097 1. By a written instrument recorded as part of or as an
1098 exhibit to the deed; ~~or as~~

1099 2. By a separate instrument recorded in the public records
1100 of the county in which the condominium is located; or

1101 3. Pursuant to a final judgment or certificate of title
1102 issued in favor of a purchaser at a foreclosure sale.

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1103
1104 A mortgagee or its assignee may not be deemed a bulk assignee or
1105 a developer by reason of the acquisition of condominium units
1106 and receipt of an assignment of some or all of a developer
1107 rights unless the mortgagee or its assignee exercises any of the
1108 developer rights other than those described in subsection (2).

1109 (2) "Bulk buyer" means a person who acquires more than
1110 seven condominium parcels in a single condominium as set forth
1111 in s. 718.707, but who does not receive an assignment of any
1112 developer rights, or receives only some or all of the following
1113 rights: ~~other than~~

1114 (a) The right to conduct sales, leasing, and marketing
1115 activities within the condominium;

1116 (b) The right to be exempt from the payment of working
1117 capital contributions to the condominium association arising out
1118 of, or in connection with, the bulk buyer's acquisition of the a
1119 bulk number of units; and

1120 (c) The right to be exempt from any rights of first refusal
1121 which may be held by the condominium association and would
1122 otherwise be applicable to subsequent transfers of title from
1123 the bulk buyer to a third party purchaser concerning one or more
1124 units.

1125 Section 10. Section 718.704, Florida Statutes, is amended
1126 to read:

1127 718.704 Assignment and assumption of developer rights by
1128 bulk assignee; bulk buyer.—

1129 (1) A bulk assignee is deemed to have assumed ~~assumes~~ and
1130 is liable for all duties and responsibilities of the developer
1131 under the declaration and this chapter upon its acquisition of

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1132 title to units and continuously thereafter, except that it is
1133 not liable for:

1134 (a) Warranties of the developer under s. 718.203(1) or s.
1135 718.618, except as expressly provided by the bulk assignee in a
1136 prospectus or offering circular, or the contract for purchase
1137 and sale executed with a purchaser, or for design, construction,
1138 development, or repair work performed by or on behalf of the
1139 ~~such~~ bulk assignee.†

1140 (b) The obligation to:

1141 1. Fund converter reserves under s. 718.618 for a unit that
1142 was not acquired by the bulk assignee; or

1143 2. Provide implied converter warranties on any portion of
1144 the condominium property except as expressly provided by the
1145 bulk assignee in a prospectus or offering circular, or the
1146 contract for purchase and sale executed with a purchaser, or for
1147 ~~and pertaining to any~~ design, construction, development, or
1148 repair work performed by or on behalf of the bulk assignee.†

1149 (c) The requirement to provide the association with a
1150 cumulative audit of the association's finances from the date of
1151 formation of the condominium association as required by s.
1152 718.301(4)(c). However, the bulk assignee must provide an audit
1153 for the period during which the bulk assignee elects or appoints
1154 a majority of the members of the board of administration.†

1155 (d) Any liability arising out of or in connection with
1156 actions taken by the board of administration or the developer-
1157 appointed directors before the bulk assignee elects or appoints
1158 a majority of the members of the board of administration.†~~and~~

1159 (e) Any liability for or arising out of the developer's
1160 failure to fund previous assessments or to resolve budgetary

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1161 deficits in relation to a developer's right to guarantee
1162 assessments, except as otherwise provided in subsection (2).

1163
1164 The bulk assignee is ~~also~~ responsible only for delivering
1165 documents and materials in accordance with s. 718.705(3). A bulk
1166 assignee may expressly assume some or all of the developer
1167 obligations ~~of the developer~~ described in paragraphs (a)-(e).

1168 (2) A bulk assignee assigned the developer right receiving
1169 ~~the assignment of the rights of the developer~~ to guarantee the
1170 level of assessments and fund budgetary deficits pursuant to s.
1171 718.116 assumes and is liable for all obligations of the
1172 developer with respect to such guarantee upon its acquisition of
1173 title to the units and continuously thereafter, including any
1174 applicable funding of reserves to the extent required by law,
1175 for as long as the guarantee remains in effect. A bulk assignee
1176 not receiving such assignment, or a bulk buyer, does not assume
1177 and is not liable for the obligations of the developer with
1178 respect to such guarantee, but is responsible for payment of
1179 assessments due on or after acquisition of the units in the same
1180 manner as all other owners of condominium parcels or as
1181 otherwise provided in s. 718.116.

1182 (3) A bulk buyer is liable for the duties and
1183 responsibilities of a ~~the~~ developer under the declaration and
1184 this chapter only to the extent that such ~~provided in this part,~~
1185 ~~together with any other~~ duties or responsibilities are of the
1186 ~~developer~~ expressly assumed in writing by the bulk buyer.

1187 (4) An acquirer of condominium parcels is not a bulk
1188 assignee or a bulk buyer if the transfer to such acquirer was
1189 made:

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1190 (a) Before the effective date of this part;

1191 (b) With the intent to hinder, delay, or defraud any

1192 purchaser, unit owner, or the association;~~;~~ ~~or if the acquirer~~

1193 ~~is~~

1194 (c) By a person who would be considered an insider under s.

1195 726.102(7).

1196 (5) An assignment of developer rights to a bulk assignee

1197 may be made by a the developer, a previous bulk assignee, a

1198 mortgagee or assignee who has acquired title to the units and

1199 received an assignment of rights, or a court acting on behalf of

1200 the developer or the previous bulk assignee if such developer

1201 rights are held by the predecessor in title to the bulk

1202 assignee. At any particular time, there may not be ~~no~~ more than

1203 one bulk assignee within a condominium; however, ~~but~~ there may

1204 be more than one bulk buyer. If more than one acquirer of

1205 condominium parcels in the same condominium receives an

1206 assignment of developer rights in addition to those rights

1207 described in s. 718.703(2) from the same person, the bulk

1208 assignee is the acquirer whose instrument of assignment is

1209 recorded first in the public records of the county in which the

1210 condominium is located, and any subsequent purported bulk

1211 assignee may still qualify as a bulk buyer.

1212 Section 11. Subsections (1) and (3) of section 718.705,

1213 Florida Statutes, are amended to read:

1214 718.705 Board of administration; transfer of control.-

1215 (1) If at the time the bulk assignee acquires title to the

1216 units and receives an assignment of developer rights, the

1217 developer has not relinquished control of the board of

1218 administration, for purposes of determining the timing for

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1219 transfer of control of the board of administration of the
1220 association ~~to unit owners other than the developer under s.~~
1221 ~~718.301(1)(a) and (b), if a bulk assignee is entitled to elect a~~
1222 ~~majority of the members of the board,~~ a condominium parcel
1223 acquired by the bulk assignee is not deemed to be conveyed to a
1224 purchaser, or owned by an owner other than the developer, until
1225 the condominium parcel is conveyed to an owner who is not a bulk
1226 assignee.

1227 (3) If a bulk assignee relinquishes control of the board of
1228 administration as set forth in s. 718.301, the bulk assignee
1229 must deliver all of those items required by s. 718.301(4).
1230 However, the bulk assignee is not required to deliver items and
1231 documents not in the possession of the bulk assignee if some
1232 items were or should have been in existence before the bulk
1233 assignee's acquisition of the units ~~during the period during~~
1234 ~~which the bulk assignee was entitled to elect at least a~~
1235 ~~majority of the members of the board of administration.~~ In
1236 conjunction with the acquisition of units ~~condominium parcels,~~ a
1237 bulk assignee shall undertake a good faith effort to obtain the
1238 documents and materials that must be provided to the association
1239 pursuant to s. 718.301(4). If the bulk assignee is not able to
1240 obtain ~~all of~~ such documents and materials, the bulk assignee
1241 must certify in writing to the association the names or
1242 descriptions of the documents and materials that were not
1243 obtainable by the bulk assignee. Delivery of the certificate
1244 relieves the bulk assignee of responsibility for delivering the
1245 documents and materials referenced in the certificate as
1246 otherwise required under ss. 718.112 and 718.301 and this part.
1247 The responsibility of the bulk assignee for the audit required

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1248 by s. 718.301(4) commences as of the date on which the bulk
1249 assignee elected or appointed a majority of the members of the
1250 board of administration.

1251 Section 12. Section 718.706, Florida Statutes, is amended
1252 to read:

1253 718.706 Specific provisions pertaining to offering of units
1254 by a bulk assignee or bulk buyer.—

1255 (1) Before offering more than seven any units in a single
1256 condominium for sale or for lease for a term exceeding 5 years,
1257 a bulk assignee or a bulk buyer must file the following
1258 documents with the division and provide such documents to a
1259 prospective purchaser or tenant:

1260 (a) An updated prospectus or offering circular, or a
1261 supplement to the prospectus or offering circular, filed by the
1262 original developer prepared in accordance with s. 718.504, which
1263 must include the form of contract for sale and for lease in
1264 compliance with s. 718.503(2);

1265 (b) An updated Frequently Asked Questions and Answers
1266 sheet;

1267 (c) The executed escrow agreement if required under s.
1268 718.202; and

1269 (d) The financial information required by s. 718.111(13).
1270 However, if a financial information report did ~~does~~ not exist
1271 ~~for the fiscal year~~ before the acquisition of title by the bulk
1272 assignee or bulk buyer, and if ~~or~~ accounting records that ~~cannot~~
1273 ~~be obtained in good faith by the bulk assignee or the bulk buyer~~
1274 ~~which would~~ permit preparation of the required financial
1275 information report for that period cannot be obtained despite
1276 good faith efforts by the bulk assignee or the bulk buyer, the

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1277 bulk assignee or bulk buyer is excused from the requirement of
1278 this paragraph. However, the bulk assignee or bulk buyer must
1279 include in the purchase contract the following statement in
1280 conspicuous type:

1281

1282 ALL OR A PORTION OF THE FINANCIAL INFORMATION REPORT
1283 REQUIRED UNDER S. 718.111(13) FOR THE TIME PERIOD
1284 BEFORE THE SELLER'S ACQUISITION OF THE UNIT
1285 ~~IMMEDIATELY PRECEDING FISCAL YEAR OF THE ASSOCIATION~~
1286 IS NOT AVAILABLE OR CANNOT BE OBTAINED DESPITE THE
1287 GOOD FAITH EFFORTS OF ~~CREATED BY THE SELLER DUE TO THE~~
1288 ~~INSUFFICIENT ACCOUNTING RECORDS OF THE ASSOCIATION.~~

1289

1290 (2) Before offering more than seven any units in a single
1291 condominium for sale or for lease for a term exceeding 5 years,
1292 a bulk assignee or a bulk buyer must file with the division and
1293 provide to a prospective purchaser or tenant under a lease for a
1294 term exceeding 5 years a disclosure statement that includes, but
1295 is not limited to:

1296 (a) A description of any ~~rights~~ of the developer rights
1297 that developer which have been assigned to the bulk assignee or
1298 bulk buyer;

1299 (b) The following statement in conspicuous type:

1300

1301 THE SELLER IS NOT OBLIGATED FOR ANY WARRANTIES OF THE
1302 DEVELOPER UNDER S. 718.203(1) OR S. 718.618, AS
1303 APPLICABLE, EXCEPT FOR DESIGN, CONSTRUCTION,
1304 DEVELOPMENT, OR REPAIR WORK PERFORMED BY OR ON BEHALF
1305 OF THE SELLER; and

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1306

1307 (c) If the condominium is a conversion subject to part VI,
1308 the following statement in conspicuous type:

1309

1310 THE SELLER HAS NO OBLIGATION TO FUND CONVERTER
1311 RESERVES OR TO PROVIDE CONVERTER WARRANTIES UNDER S.
1312 718.618 ON ANY PORTION OF THE CONDOMINIUM PROPERTY
1313 EXCEPT AS ~~MAY BE~~ EXPRESSLY REQUIRED OF THE SELLER IN
1314 THE CONTRACT FOR PURCHASE AND SALE EXECUTED BY THE
1315 SELLER AND THE PREVIOUS DEVELOPER AND PERTAINING TO
1316 ANY DESIGN, CONSTRUCTION, DEVELOPMENT, OR REPAIR WORK
1317 PERFORMED BY OR ON BEHALF OF THE SELLER.

1318

1319 (3) A bulk assignee, while ~~it is~~ in control of the board of
1320 administration of the association, may not authorize, on behalf
1321 of the association:

1322 (a) The waiver of reserves or the reduction of funding of
1323 the reserves pursuant to s. 718.112(2)(f)2., unless approved by
1324 a majority of the voting interests not controlled by the
1325 developer, bulk assignee, and bulk buyer; or

1326 (b) The use of reserve expenditures for other purposes
1327 pursuant to s. 718.112(2)(f)3., unless approved by a majority of
1328 the voting interests not controlled by the developer, bulk
1329 assignee, and bulk buyer.

1330 (4) A bulk assignee or a bulk buyer must comply with ~~all~~
1331 ~~the requirements of~~ s. 718.302 regarding any contracts entered
1332 into by the association during the period the bulk assignee or
1333 bulk buyer maintains control of the board of administration.
1334 Unit owners shall be provided ~~afforded~~ all of the rights and ~~the~~

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1335 protections contained in s. 718.302 regarding agreements entered
1336 into by the association which are under the control of ~~before~~
1337 ~~unit owners other than~~ the developer, bulk assignee, or bulk
1338 buyer ~~elected a majority of the board of administration.~~

1339 (5) Notwithstanding any other provision of this part, a
1340 bulk assignee or a bulk buyer is not required to comply with the
1341 filing or disclosure requirements of subsections (1) and (2) if
1342 all of the units owned by the bulk assignee or bulk buyer are
1343 offered and conveyed to a single purchaser in a single
1344 transaction. ~~A bulk buyer must comply with the requirements~~
1345 ~~contained in the declaration regarding any transfer of a unit,~~
1346 ~~including sales, leases, and subleases. A bulk buyer is not~~
1347 ~~entitled to any exemptions afforded a developer or successor~~
1348 ~~developer under this chapter regarding the transfer of a unit,~~
1349 ~~including sales, leases, or subleases.~~

1350 Section 13. Section 718.707, Florida Statutes, is amended
1351 to read:

1352 718.707 Time limitation for classification as bulk assignee
1353 or bulk buyer.—A person acquiring condominium parcels may not be
1354 classified as a bulk assignee or bulk buyer unless the
1355 condominium parcels were acquired on or after July 1, 2010, but
1356 before July 1, 2012. The date of such acquisition shall be
1357 determined by the date of recording ~~of~~ a deed or other
1358 instrument of conveyance for such parcels in the public records
1359 of the county in which the condominium is located, or by the
1360 date of issuing ~~issuance of~~ a certificate of title in a
1361 foreclosure proceeding with respect to such condominium parcels.

1362 Section 14. Subsections (3), (4), and (10) of section
1363 719.108, Florida Statutes, is amended to read:

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1364 719.108 Rents and assessments; liability; lien and
1365 priority; interest; collection; cooperative ownership.—
1366 (3) Rents and assessments, and installments on them, not
1367 paid when due bear interest at the rate provided in the
1368 cooperative documents from the date due until paid. This rate
1369 may not exceed the rate allowed by law~~7~~ and, if a rate is not
1370 provided in the cooperative documents, ~~interest~~ accrues at 18
1371 percent per annum. If the cooperative documents or bylaws so
1372 provide, the association may charge an administrative late fee
1373 in addition to such interest, ~~in an amount~~ not to exceed the
1374 greater of \$25 or 5 percent of each installment of the
1375 assessment for each delinquent installment that the payment is
1376 late. The association may also charge for reasonable expenses
1377 incurred by the association for collection services that are
1378 reasonably related to the collection of the delinquent account
1379 rendered by a community association manager or community
1380 association management firm, as specified in a written agreement
1381 with such community association manager or firm, and payable to
1382 the community association manager or firm as a liquidated sum.
1383 Any payment received by an association must be applied first to
1384 any interest accrued by the association, then to any
1385 administrative late fee, then to expenses for collection
1386 services, then to any costs and reasonable attorney's fees
1387 incurred in collection, and then to the delinquent assessment.
1388 The foregoing applies notwithstanding any restrictive
1389 endorsement, designation, or instruction placed on or
1390 accompanying a payment. A late fee is not subject to chapter 687
1391 or s. 719.303(3).

1392 (4) The association has a lien on each cooperative parcel

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1393 for any unpaid rents and assessments, plus interest, and any
1394 authorized administrative late fees. The claim of lien also
1395 secures reasonable expenses for collection services incurred
1396 before filing a claim as provided in subsection (3), ~~and any~~
1397 ~~reasonable costs for collection services for which the~~
1398 ~~association has contracted against the unit owner of the~~
1399 ~~cooperative parcel.~~ If authorized by the cooperative documents,
1400 the lien also secures reasonable attorney's fees incurred by the
1401 association incident to the collection of the rents and
1402 assessments or enforcement of such lien. The lien is effective
1403 from and after recording a claim of lien in the public records
1404 in the county in which the cooperative parcel is located which
1405 states the description of the cooperative parcel, the name of
1406 the unit owner, the amount due, and the due dates. The lien
1407 expires if a claim of lien is not filed within 1 year after the
1408 date the assessment was due, and the lien does not continue for
1409 longer than 1 year after the claim of lien has been recorded
1410 unless, within that time, an action to enforce the lien is
1411 commenced. Except as otherwise provided in this chapter, a lien
1412 may not be filed by the association against a cooperative parcel
1413 until 30 days after the date on which a notice of intent to file
1414 a lien has been delivered to the owner.

1415 (a) The notice must be sent to the unit owner at the
1416 address of the unit by first-class United States mail and:
1417 1. If the most recent address of the unit owner on the
1418 records of the association is the address of the unit, the
1419 notice must be sent by registered or certified mail, return
1420 receipt requested, to the unit owner at the address of the unit.
1421 2. If the most recent address of the unit owner on the

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1422 records of the association is in the United States, but is not
1423 the address of the unit, the notice must be sent by registered
1424 or certified mail, return receipt requested, to the unit owner
1425 at his or her most recent address.

1426 3. If the most recent address of the unit owner on the
1427 records of the association is not in the United States, the
1428 notice must be sent by first-class United States mail to the
1429 unit owner at his or her most recent address.

1430 (b) A notice that is sent pursuant to this subsection is
1431 deemed delivered upon mailing.

1432 (10) If the unit is occupied by a tenant and the unit owner
1433 is delinquent in paying any monetary obligation due to the
1434 association, the association may make a written demand that the
1435 tenant pay rent to the association ~~the future monetary~~
1436 ~~obligations related to the cooperative share to the association~~
1437 and continue to the tenant must make such payments until all
1438 monetary obligations of the unit owner related to the unit have
1439 been paid in full to the association ~~payment. The demand is~~
1440 ~~continuing in nature, and upon demand,~~ The tenant must pay the
1441 rent the monetary obligations to the association until the
1442 association releases the tenant or the tenant discontinues
1443 tenancy in the unit. The association must mail written notice to
1444 the unit owner of the association's demand that the tenant make
1445 payments to the association. The association shall, upon
1446 request, provide the tenant with written receipts for payments
1447 made. A tenant ~~who acts in good faith in response to a written~~
1448 ~~demand from an association~~ is immune from any claim by ~~from~~ the
1449 unit owner related to the rent once the association has made
1450 written demand. Any payment received from a tenant by the

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1451 association must be applied to the unit owner's oldest
1452 delinquent monetary obligation.

1453 (a) If the tenant paid ~~prepaid~~ rent to the unit owner for a
1454 given rental period before receiving the demand from the
1455 association and provides written evidence of prepaying ~~paying~~
1456 the rent to the association within 14 days after receiving the
1457 demand, the tenant shall receive credit for the prepaid rent for
1458 the applicable period but ~~and~~ must make any subsequent rental
1459 payments to the association to be credited against the monetary
1460 obligations of the unit owner ~~to the association.~~

1461 (b) The tenant is not liable for increases in the amount of
1462 the regular monetary obligations due unless the tenant was
1463 notified in writing of the increase at least 10 days before the
1464 date on which the rent is due. The liability of the tenant may
1465 not exceed the amount due from the tenant to the tenant's
1466 landlord. The tenant's landlord shall provide the tenant a
1467 credit against rents due to the unit owner in the amount of
1468 moneys paid to the association ~~under this section.~~

1469 (c) The association may issue notices under s. 83.56 and
1470 may sue for eviction under ss. 83.59-83.625 as if the
1471 association were a landlord under part II of chapter 83 if the
1472 tenant fails to pay a required payment. However, the association
1473 is not otherwise considered a landlord under chapter 83 and
1474 specifically has no obligations ~~duties~~ under s. 83.51.

1475 (d) The tenant does not, by virtue of payment of monetary
1476 obligations, have any of the rights of a unit owner to vote in
1477 any election or to examine the books and records of the
1478 association.

1479 (e) A court may supersede the effect of this subsection by

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1480 appointing a receiver.

1481 Section 15. Subsection (3) of section 719.303, Florida
1482 Statutes, is amended, and subsections (4), (5), and (6) are
1483 added to that section, to read:

1484 719.303 Obligations of owners.—

1485 (3) ~~If the cooperative documents so provide,~~ The
1486 association may levy reasonable fines ~~against a unit owner~~ for
1487 failure of the unit owner or the unit's occupant, his or her
1488 licensee, or invitee ~~or the unit's occupant~~ to comply with any
1489 provision of the cooperative documents or reasonable rules of
1490 the association. A fine may not ~~No fine shall~~ become a lien
1491 against a unit. ~~No fine shall exceed \$100 per violation.~~
1492 ~~However,~~ A fine may be levied on the basis of each day of a
1493 continuing violation, with a single notice and opportunity for
1494 hearing. However, the fine may not exceed \$100 per violation, or
1495 \$1,000 provided that no such fine shall in the aggregate ~~exceed~~
1496 ~~\$1,000.~~

1497 (a) An association may suspend, for a reasonable period of
1498 time, the right of a unit owner, or a unit owner's tenant,
1499 guest, or invitee, to use the common elements, common
1500 facilities, or any other association property for failure to
1501 comply with any provision of the cooperative documents or
1502 reasonable rules of the association.

1503 (b) A ~~No~~ fine or suspension may not be imposed levied
1504 except after giving reasonable notice and opportunity for a
1505 hearing to the unit owner and, if applicable, the unit's ~~his or~~
1506 ~~her~~ licensee or invitee. The hearing must ~~shall~~ be held before a
1507 committee of other unit owners. If the committee does not agree
1508 with the fine or suspension, it may ~~shall~~ not be imposed levied.

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1509 ~~This subsection does not apply to unoccupied units.~~

1510 (4) If a unit owner is more than 90 days delinquent in
1511 paying a monetary obligation due to the association, the
1512 association may suspend the right of the unit owner or the
1513 unit's occupant, licensee, or invitee to use common elements,
1514 common facilities, or any other association property until the
1515 monetary obligation is paid in full. This subsection does not
1516 apply to limited common elements intended to be used only by
1517 that unit, common elements needed to access the unit, utility
1518 services provided to the unit, parking spaces, or elevators. The
1519 notice and hearing requirements under subsection (3) do not
1520 apply to suspensions imposed under this subsection.

1521 (5) An association may suspend the voting rights of a
1522 member due to nonpayment of any monetary obligation due to the
1523 association which is more than 90 days delinquent. The
1524 suspension ends upon full payment of all obligations currently
1525 due or overdue the association. The notice and hearing
1526 requirements under subsection (3) do not apply to a suspension
1527 imposed under this subsection.

1528 (6) All suspensions imposed pursuant to subsection (4) or
1529 subsection (5) must be approved at a properly noticed board
1530 meeting. Upon approval, the association must notify the unit
1531 owner and, if applicable, the unit's occupant, licensee, or
1532 invitee by mail or hand delivery.

1533 Section 16. Subsection (4) of section 720.301, Florida
1534 Statutes, is amended to read:

1535 720.301 Definitions.—As used in this chapter, the term:

1536 (4) "Declaration of covenants," or "declaration," means a
1537 recorded written instrument or instruments in the nature of

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1538 covenants running with the land which subject ~~subjects~~ the land
1539 comprising the community to the jurisdiction and control of an
1540 association or associations in which the owners of the parcels,
1541 or their association representatives, must be members.

1542 Section 17. Paragraph (c) of subsection (5) of section
1543 720.303, Florida Statutes, is amended to read:

1544 720.303 Association powers and duties; meetings of board;
1545 official records; budgets; financial reporting; association
1546 funds; recalls.—

1547 (5) INSPECTION AND COPYING OF RECORDS.—The official records
1548 shall be maintained within the state and must be open to
1549 inspection and available for photocopying by members or their
1550 authorized agents at reasonable times and places within 10
1551 business days after receipt of a written request for access.
1552 This subsection may be complied with by having a copy of the
1553 official records available for inspection or copying in the
1554 community. If the association has a photocopy machine available
1555 where the records are maintained, it must provide parcel owners
1556 with copies on request during the inspection if the entire
1557 request is limited to no more than 25 pages.

1558 (c) The association may adopt reasonable written rules
1559 governing the frequency, time, location, notice, records to be
1560 inspected, and manner of inspections, but may not require a
1561 parcel owner to demonstrate any proper purpose for the
1562 inspection, state any reason for the inspection, or limit a
1563 parcel owner's right to inspect records to less than one 8-hour
1564 business day per month. The association may impose fees to cover
1565 the costs of providing copies of the official records,
1566 including, without limitation, the costs of copying. The

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1567 association may charge up to 50 cents per page for copies made
1568 on the association's photocopier. If the association does not
1569 have a photocopy machine available where the records are kept,
1570 or if the records requested to be copied exceed 25 pages in
1571 length, the association may have copies made by an outside
1572 vendor or association management company personnel and may
1573 charge the actual cost of copying, including any reasonable
1574 costs involving personnel fees and charges at an hourly rate for
1575 vendor or employee time to cover administrative costs to the
1576 vendor or association. The association shall maintain an
1577 adequate number of copies of the recorded governing documents,
1578 to ensure their availability to members and prospective members.
1579 Notwithstanding this paragraph, the following records are not
1580 accessible to members or parcel owners:

1581 1. Any record protected by the lawyer-client privilege as
1582 described in s. 90.502 and any record protected by the work-
1583 product privilege, including, but not limited to, a ~~any~~ record
1584 prepared by an association attorney or prepared at the
1585 attorney's express direction which reflects a mental impression,
1586 conclusion, litigation strategy, or legal theory of the attorney
1587 or the association and which was prepared exclusively for civil
1588 or criminal litigation or for adversarial administrative
1589 proceedings or which was prepared in anticipation of such
1590 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~
1591 ~~administrative~~ proceedings until the conclusion of the
1592 litigation or ~~administrative~~ proceedings.

1593 2. Information obtained by an association in connection
1594 with the approval of the lease, sale, or other transfer of a
1595 parcel.

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1596 3. Personnel records of the association's employees,
1597 including, but not limited to, disciplinary, payroll, health,
1598 and insurance records. For purposes of this paragraph, the term
1599 "personnel records" does not include written employment
1600 agreements with an association employee or budgetary or
1601 financial records that indicate the compensation paid to an
1602 association employee.

1603 4. Medical records of parcel owners or community residents.

1604 5. Social security numbers, driver's license numbers,
1605 credit card numbers, electronic mailing addresses, telephone
1606 numbers, facsimile numbers, emergency contact information, any
1607 addresses for a parcel owner other than as provided for
1608 association notice requirements, and other personal identifying
1609 information of any person, excluding the person's name, parcel
1610 designation, mailing address, and property address. However, an
1611 owner may consent in writing to the disclosure of protected
1612 information described in this subparagraph. The association is
1613 not liable for the disclosure of information that is protected
1614 under this subparagraph if the information is included in an
1615 official record of the association and is voluntarily provided
1616 by an owner and not requested by the association.

1617 6. Any electronic security measure that is used by the
1618 association to safeguard data, including passwords.

1619 7. The software and operating system used by the
1620 association which allows the manipulation of data, even if the
1621 owner owns a copy of the same software used by the association.
1622 The data is part of the official records of the association.

1623 Section 18. Subsections (2) and (3) of section 720.305,
1624 Florida Statutes, are amended and renumbered as subsections (3)

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1625 and (4), respectively, and subsection (5) is added to that
1626 section, to read:

1627 720.305 Obligations of members; remedies at law or in
1628 equity; levy of fines and suspension of use rights.-

1629 (2) The association ~~If a member is delinquent for more than~~
1630 ~~90 days in paying a monetary obligation due the association, an~~
1631 ~~association may suspend, until such monetary obligation is paid,~~
1632 ~~the rights of a member or a member's tenants, guests, or~~
1633 ~~invitees, or both, to use common areas and facilities and may~~
1634 levy reasonable fines of up to \$100 per violation, against any
1635 member or any member's tenant, guest, or invitee for the failure
1636 of the owner of the parcel, or its occupant, licensee, or
1637 invitee, to comply with any provision of the declaration, the
1638 association bylaws, or reasonable rules of the association. A
1639 fine may be levied for each day of a continuing violation, with
1640 a single notice and opportunity for hearing, except that the a
1641 fine may not exceed \$1,000 in the aggregate unless otherwise
1642 provided in the governing documents. A fine of less than \$1,000
1643 may not become a lien against a parcel. In any action to recover
1644 a fine, the prevailing party is entitled to ~~collect its~~
1645 reasonable attorney's fees and costs from the nonprevailing
1646 party as determined by the court.

1647 (a) An association may suspend, for a reasonable period of
1648 time, the right of a member, or a member's tenant, guest, or
1649 invitee, to use common areas and facilities for the failure of
1650 the owner of the parcel, or its occupant, licensee, or invitee,
1651 to comply with any provision of the declaration, the association
1652 bylaws, or reasonable rules of the association. ~~The provisions~~
1653 ~~regarding the suspension of use rights do not apply to the~~

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1654 ~~portion of common areas that must be used to provide access to~~
1655 ~~the parcel or utility services provided to the parcel.~~

1656 (b) ~~(a)~~ A fine or suspension may not be imposed without at
1657 least 14 days' notice to the person sought to be fined or
1658 suspended and an opportunity for a hearing before a committee of
1659 at least three members appointed by the board who are not
1660 officers, directors, or employees of the association, or the
1661 spouse, parent, child, brother, or sister of an officer,
1662 director, or employee. If the committee, by majority vote, does
1663 not approve a proposed fine or suspension, it may not be
1664 imposed. If the association imposes a fine or suspension, the
1665 association must provide written notice of such fine or
1666 suspension by mail or hand delivery to the parcel owner and, if
1667 applicable, to any tenant, licensee, or invitee of the parcel
1668 owner.

1669 (3) If a member is more than 90 days delinquent in paying a
1670 monetary obligation due to the association, the association may
1671 suspend the right of the member, or the member's tenant, guest,
1672 or invitee, to use common areas and facilities until the
1673 monetary obligation is paid in full. The subsection does not
1674 apply to that portion of common areas used to provide access to
1675 the parcel or to utility services provided to the parcel.

1676 ~~(b)~~ Suspension does ~~of common area use rights do~~ not impair
1677 the right of an owner or tenant of a parcel to have vehicular
1678 and pedestrian ingress to and egress from the parcel, including,
1679 but not limited to, the right to park. The notice and hearing
1680 requirements under subsection (2) do not apply to a suspension
1681 imposed under this subsection.

1682 (4) ~~(3)~~ ~~If the governing documents so provide,~~ An

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1683 association may suspend the voting rights of a member for the
1684 nonpayment of any monetary obligation that is more than regular
1685 ~~annual assessments that are delinquent in excess of~~ 90 days
1686 delinquent. The notice and hearing requirements under subsection
1687 (2) do not apply to a suspension imposed under this subsection.
1688 The suspension ends upon full payment of all obligations
1689 currently due or overdue to the association.

1690 (5) All suspensions imposed pursuant to subsection (3) or
1691 subsection (4) must be approved at a properly noticed board
1692 meeting. Upon approval, the association must notify the parcel
1693 owner and, if applicable, the parcel's occupant, licensee, or
1694 invitee by mail or hand delivery.

1695 Section 19. Subsection (9) of section 720.306, Florida
1696 Statutes, is amended to read:

1697 720.306 Meetings of members; voting and election
1698 procedures; amendments.—

1699 (9) ELECTIONS AND BOARD VACANCIES.—Elections of directors
1700 must be conducted in accordance with the procedures set forth in
1701 the governing documents of the association.

1702 (a) All members of the association are eligible to serve on
1703 the board of directors, and a member may nominate himself or
1704 herself as a candidate for the board at a meeting where the
1705 election is to be held or, if the election process allows voting
1706 by absentee ballot, in advance of the balloting. However:

1707 1. A person who is delinquent in the payment of any fee,
1708 fine, or other monetary obligation to the association for more
1709 than 90 days is not eligible for board membership.

1710 2. A person who has been convicted of any felony in this
1711 state or in a United States District or Territorial Court, or

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1712 has been convicted of any offense in another jurisdiction which
1713 would be considered a felony if committed in this state, is not
1714 eligible for board membership unless such felon's civil rights
1715 have been restored for at least 5 years as of the date on which
1716 such person seeks election to the board. The validity of any
1717 action by the board is not affected if it is later determined
1718 that a member of the board is ineligible for board membership
1719 due to having been convicted of a felony.

1720 (b) Except as otherwise provided in the governing
1721 documents, boards of directors must be elected by a plurality of
1722 the votes cast by eligible voters.

1723 (c) Any election dispute between a member and an
1724 association must be submitted to mandatory binding arbitration
1725 with the division. Such proceedings must be conducted in the
1726 manner provided by s. 718.1255 and the procedural rules adopted
1727 by the division.

1728 (d) Unless otherwise provided in the bylaws, any vacancy
1729 occurring on the board before the expiration of a term may be
1730 filled by an affirmative vote of the majority of the remaining
1731 directors, even if the remaining directors constitute less than
1732 a quorum, or by the sole remaining director. In the alternative,
1733 a board may hold an election to fill the vacancy, in which case
1734 the election procedures must conform to the requirements of the
1735 governing documents.

1736 (e) Unless otherwise provided in the bylaws, a board member
1737 appointed or elected under this section is appointed for the
1738 unexpired term of the seat being filled.

1739 (f) Filling vacancies created by recall is governed by s.
1740 720.303(10) and rules adopted by the division.

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1741 Section 20. Paragraph (a) of subsection (1) and subsections
1742 (3) and (8) of section 720.3085, Florida Statutes, are amended
1743 to read:

1744 720.3085 Payment for assessments; lien claims.—

1745 (1) When authorized by the governing documents, the
1746 association has a lien on each parcel to secure the payment of
1747 assessments and other amounts provided for by this section.
1748 Except as otherwise set forth in this section, the lien is
1749 effective from and shall relate back to the date on which the
1750 original declaration of the community was recorded. However, as
1751 to first mortgages of record, the lien is effective from and
1752 after recording of a claim of lien in the public records of the
1753 county in which the parcel is located. This subsection does not
1754 bestow upon any lien, mortgage, or certified judgment of record
1755 on July 1, 2008, including the lien for unpaid assessments
1756 created in this section, a priority that, by law, the lien,
1757 mortgage, or judgment did not have before July 1, 2008.

1758 (a) To be valid, a claim of lien must state the description
1759 of the parcel, the name of the record owner, the name and
1760 address of the association, the assessment amount due, and the
1761 due date. The claim of lien secures ~~shall secure~~ all unpaid
1762 assessments that are due and that may accrue subsequent to the
1763 recording of the claim of lien and before entry of a certificate
1764 of title, as well as interest, late charges, and reasonable
1765 costs and attorney's fees incurred by the association incident
1766 to the collection process. The claim of lien also secures
1767 reasonable expenses for collection services incurred before
1768 filing a claim as provided in subsection (3). The person making
1769 ~~the~~ payment is entitled to a satisfaction of the lien upon

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1770 payment in full.

1771 (3) Assessments and installments on assessments that are
1772 not paid when due bear interest from the due date until paid at
1773 the rate provided in the declaration of covenants or the bylaws
1774 of the association, which rate may not exceed the rate allowed
1775 by law. If no rate is provided in the declaration or bylaws,
1776 interest accrues at the rate of 18 percent per year.

1777 (a) If the declaration or bylaws so provide, the
1778 association may also charge an administrative late fee ~~in an~~
1779 ~~amount~~ not to exceed the greater of \$25 or 5 percent of the
1780 amount of each installment that is paid past the due date.

1781 (b) The association may also charge for reasonable expenses
1782 incurred by the association for collection services that are
1783 reasonably related to the collection of the delinquent account
1784 rendered by a community association manager or community
1785 association management firm, as specified in a written agreement
1786 with such community association manager or firm, and payable to
1787 the community association manager or firm as a liquidated sum.

1788 (c) ~~(b)~~ Any payment received by an association and accepted
1789 shall be applied first to any interest accrued, then to any
1790 administrative late fee, then to expenses for collection
1791 services as provided under paragraph (b), then to any costs and
1792 reasonable attorney's fees incurred in collection, and then to
1793 the delinquent assessment. This paragraph applies
1794 notwithstanding any restrictive endorsement, designation, or
1795 instruction placed on or accompanying a payment. A late fee is
1796 not subject to the provisions of chapter 687 and is not a fine.

1797 (8) If the parcel is occupied by a tenant and the parcel
1798 owner is delinquent in paying any monetary obligation due to the

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1799 association, the association may demand that the tenant pay rent
1800 to the association and continue to make such payments until all
1801 the monetary obligations of the parcel owner related to the
1802 parcel have been paid in full and ~~the future monetary~~
1803 ~~obligations related to the parcel. The demand is continuing in~~
1804 ~~nature, and upon demand, the tenant must continue to pay the~~
1805 ~~monetary obligations until~~ the association releases the tenant
1806 or until the tenant discontinues tenancy in the parcel. A tenant
1807 ~~who acts in good faith in response to a written demand from an~~
1808 ~~association~~ is immune from any claim by ~~from~~ the parcel owner
1809 related to the rent once the association has made written
1810 demand. Any payment received from a tenant by the association
1811 must be applied to the parcel owner's oldest delinquent monetary
1812 obligation.

1813 (a) If the tenant paid ~~prepaid~~ rent to the parcel owner for
1814 a given rental period before receiving the demand from the
1815 association and provides written evidence of prepaying ~~paying~~
1816 the rent to the association within 14 days after receiving the
1817 demand, the tenant shall receive credit for the prepaid rent for
1818 the applicable period but ~~and~~ must make any subsequent rental
1819 payments to the association to be credited against the monetary
1820 obligations of the parcel owner to the association. The
1821 association shall, upon request, provide the tenant with written
1822 receipts for payments made. The association shall mail written
1823 notice to the parcel owner of the association's demand that the
1824 tenant pay monetary obligations to the association.

1825 (b) The tenant is not liable for increases in the amount of
1826 the monetary obligations due unless the tenant was notified in
1827 writing of the increase at least 10 days before the date on

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1828 which the rent is due. The liability of the tenant may not
1829 exceed the amount due from the tenant to the tenant's landlord.
1830 The tenant shall be given a credit against rents due to the
1831 parcel owner in the amount of assessments paid to the
1832 association.

1833 (c) The association may issue notices under s. 83.56 and
1834 may sue for eviction under ss. 83.59-83.625 as if the
1835 association were a landlord under part II of chapter 83 if the
1836 tenant fails to pay a monetary obligation. However, the
1837 association is not otherwise considered a landlord under chapter
1838 83 and specifically has no obligations ~~duties~~ under s. 83.51.

1839 (d) The tenant does not, by virtue of payment of monetary
1840 obligations, have any of the rights of a parcel owner to vote in
1841 any election or to examine the books and records of the
1842 association.

1843 (e) A court may supersede the effect of this subsection by
1844 appointing a receiver.

1845 Section 21. Section 720.309, Florida Statutes, is amended
1846 to read:

1847 720.309 Agreements entered into by the association.—

1848 (1) Any grant or reservation made by any document, and any
1849 contract that has ~~with~~ a term greater than ~~in excess of~~ 10
1850 years, that is made by an association before control of the
1851 association is turned over to the members other than the
1852 developer, and that provides ~~which provide~~ for the operation,
1853 maintenance, or management of the association or common areas,
1854 must be fair and reasonable.

1855 (2) If the governing documents provide for the cost of
1856 communication services as defined in s. 202.11, information

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1857 services or Internet services obtained pursuant to a bulk
1858 contract shall be deemed an operating expense of the
1859 association. If the governing documents do not provide for such
1860 services, the board may contract for the services, and the cost
1861 shall be deemed an operating expense of the association but must
1862 be allocated on a per-parcel basis rather than a percentage
1863 basis, notwithstanding that the governing documents provide for
1864 other than an equal sharing of operating expenses. Any contract
1865 entered into before July 1, 2011, in which the cost of the
1866 service is not equally divided among all parcel owners may be
1867 changed by a majority of the voting interests present at a
1868 regular or special meeting of the association in order to
1869 allocate the cost equally among all parcels.

1870 (a) Any contract entered into may be canceled by a majority
1871 of the voting interests present at the next regular or special
1872 meeting of the association, whichever occurs first. Any member
1873 may make a motion to cancel such contract, but if no motion is
1874 made or if such motion fails to obtain the required vote, the
1875 contract shall be deemed ratified for the term expressed
1876 therein.

1877 (b) Any contract entered into must provide, and shall be
1878 deemed to provide if not expressly set forth therein, that a
1879 hearing-impaired or legally blind parcel owner who does not
1880 occupy the parcel along with a nonhearing-impaired or sighted
1881 person, or a parcel owner who receives supplemental security
1882 income under Title XVI of the Social Security Act or food stamps
1883 as administered by the Department of Children and Family
1884 Services pursuant to s. 414.31, may discontinue the service
1885 without incurring disconnect fees, penalties, or subsequent

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1886 service charges, and may not be required to pay any operating
1887 expenses charge related to such service for those parcels. If
1888 fewer than all parcel owners share the expenses of the
1889 communication services, information services, or Internet
1890 services, the expense must be shared by all participating parcel
1891 owners. The association may use the provisions of s. 720.3085 to
1892 enforce payment by the parcel owners receiving such services.

1893 (c) A resident of any parcel, whether a tenant or parcel
1894 owner, may not be denied access to available franchised,
1895 licensed, or certificated cable or video service providers if
1896 the resident pays the provider directly for services. A resident
1897 or a cable or video service provider may not be required to pay
1898 anything of value in order to obtain or provide such service
1899 except for the charges normally paid for like services by
1900 residents of single-family homes located outside the community
1901 but within the same franchised, licensed, or certificated area,
1902 and except for installation charges agreed to between the
1903 resident and the service provider.

1904 Section 22. This act shall take effect July 1, 2011.