

1                   A bill to be entitled  
2       An act relating to residential properties; amending s.  
3       399.02, F.S.; exempting certain elevators from  
4       specific code update requirements; amending s.  
5       718.112, F.S.; revising provisions relating to the  
6       terms of condominium board of administration members;  
7       revising condominium unit owner meeting notice  
8       requirements; providing application of certain  
9       provisions relating to elections; revising  
10      recordkeeping requirements of a condominium  
11      association board; requiring challenges to an election  
12      to commence within a certain time period; providing  
13      requirements for challenging the failure of a board to  
14      duly notice and hold the required board meeting or to  
15      file the required petition for a recall; providing  
16      requirements for recalled board members to challenge  
17      the recall; providing duties of the division regarding  
18      recall petitions; amending s. 718.113, F.S.; providing  
19      requirements for a condominium association board  
20      relating to the installation of hurricane shutters,  
21      impact glass, code-compliant windows or doors, and  
22      other types of code-compliant hurricane protection  
23      under certain circumstances; amending s. 718.115,  
24      F.S.; conforming provisions to changes made by the  
25      act; amending s. 718.116, F.S.; revising liability of  
26      certain condominium unit owners acquiring title;  
27      amending s. 718.303, F.S.; revising provisions  
28      relating to imposing remedies against a noncompliant

29 | or delinquent condominium unit owner or member;  
30 | revising voting requirements under certain conditions;  
31 | amending s. 718.403, F.S.; providing requirements for  
32 | the completion of phase condominiums; creating s.  
33 | 718.406, F.S.; providing definitions; providing  
34 | requirements for condominiums created within  
35 | condominium parcels; providing for the establishment  
36 | of primary condominium and secondary condominium  
37 | units; providing requirements for association  
38 | declarations; authorizing a primary condominium  
39 | association to provide insurance and adopt hurricane  
40 | shutter or hurricane protection specifications under  
41 | certain conditions; providing requirements relating to  
42 | assessments; providing for resolution of conflicts  
43 | between primary condominium declarations and secondary  
44 | condominium declarations; providing requirements  
45 | relating to common expenses due the primary  
46 | condominium association; amending s. 718.5011, F.S.;  
47 | revising the restriction on officers and full-time  
48 | employees of the ombudsman from engaging in other  
49 | businesses or professions; amending s. 718.707, F.S.;  
50 | revising the time limitation for classification as a  
51 | bulk assignee or bulk buyer; amending s. 719.104,  
52 | F.S.; specifying additional records that are not  
53 | accessible to unit owners; amending s. 719.1055, F.S.;  
54 | revising provisions relating to the amendment of  
55 | cooperative documents; providing legislative findings  
56 | and a finding of compelling state interest; providing

57 | criteria for consent or joinder to an amendment;  
58 | requiring notice regarding proposed amendments to  
59 | mortgagees; providing criteria for notification;  
60 | providing for voiding certain amendments; amending s.  
61 | 719.106, F.S.; revising applicability of certain board  
62 | of administration meeting requirements; requiring  
63 | challenges to an election to commence within a certain  
64 | time period; providing requirements for challenging  
65 | the failure of a board to duly notice and hold the  
66 | required board meeting or to file the required  
67 | petition for a recall; providing requirements for  
68 | recalled board members to challenge the recall;  
69 | providing duties of the division regarding recall  
70 | petitions; amending s. 719.108, F.S.; revising  
71 | language with respect to assessments and liens;  
72 | revising liability of unit owners; providing liability  
73 | limitations of a first mortgagee or its successor or  
74 | assignees who acquire title to a unit by foreclosure;  
75 | providing requirements for persons acquiring title;  
76 | authorizing the association to record a claim of lien  
77 | under certain conditions; amending s. 719.303, F.S.;  
78 | revising provisions relating to imposing remedies  
79 | against a noncompliant or delinquent cooperative unit  
80 | owner or member; revising voting requirements under  
81 | certain conditions; amending s. 720.303, F.S.;  
82 | revising the types of records that are not accessible  
83 | to homeowners' association members and parcel owners;  
84 | providing requirements for challenging the failure of

85 a board to duly notice and hold the required board  
86 meeting or to file the required petition for a recall;  
87 providing requirements for recalled board members to  
88 challenge the recall; providing duties of the division  
89 regarding recall petitions; amending s. 720.305, F.S.;  
90 revising provisions relating to imposing remedies  
91 against a noncompliant or delinquent homeowners'  
92 association member and parcel owner; revising voting  
93 requirements under certain conditions; amending s.  
94 720.306, F.S.; revising provisions relating to the  
95 amendment of homeowners' association declarations;  
96 providing legislative findings and a finding of  
97 compelling state interest; providing criteria for  
98 consent or joinder to an amendment; requiring notice  
99 to mortgagees regarding proposed amendments; providing  
100 criteria for notification; providing for voiding  
101 certain amendments; revising provisions relating to  
102 right to speak at a homeowners' association meeting;  
103 requiring challenges to an election to commence within  
104 a certain time period; amending s. 720.3085, F.S.;  
105 revising liability of certain parcel owners acquiring  
106 title; requiring a person acquiring title to pay  
107 certain amounts due within a certain time period;  
108 amending s. 721.16, F.S.; conforming a cross-  
109 reference; providing an effective date.

110  
111 Be It Enacted by the Legislature of the State of Florida:  
112

113 Section 1. Subsection (9) of section 399.02, Florida  
114 Statutes, is amended to read:

115 399.02 General requirements.—

116 (9) Updates to the Safety Code for Existing Elevators and  
117 Escalators, ASME A17.1 and A17.3, which require Phase II  
118 Firefighters' Service on elevators may not be enforced ~~until~~  
119 ~~July 1, 2015, or~~ until the elevator is replaced or requires  
120 major modification, ~~whichever occurs first,~~ on elevators in  
121 condominiums or multifamily residential buildings, including  
122 those that are part of a continuing care facility licensed under  
123 chapter 651, or similar retirement community with apartments,  
124 having a certificate of occupancy by the local building  
125 authority that was issued before July 1, 2008. This exception  
126 does not prevent an elevator owner from requesting a variance  
127 from the applicable codes ~~before or after July 1, 2015.~~ This  
128 subsection does not prohibit the division from granting  
129 variances pursuant to s. 120.542 and subsection (8). The  
130 division shall adopt rules to administer this subsection.

131 Section 2. Paragraphs (d) and (j) of subsection (2) of  
132 section 718.112, Florida Statutes, are amended to read:

133 718.112 Bylaws.—

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

137 (d) Unit owner meetings.—

138 1. An annual meeting of the unit owners shall be held at  
139 the location provided in the association bylaws and, if the  
140 bylaws are silent as to the location, the meeting shall be held

141 within 45 miles of the condominium property. However, such  
142 distance requirement does not apply to an association governing  
143 a timeshare condominium.

144 2. Unless the bylaws provide otherwise, a vacancy on the  
145 board caused by the expiration of a director's term shall be  
146 filled by electing a new board member, and the election must be  
147 by secret ballot. An election is not required if the number of  
148 vacancies equals or exceeds the number of candidates. For  
149 purposes of this paragraph, the term "candidate" means an  
150 eligible person who has timely submitted the written notice, as  
151 described in sub-subparagraph 4.a., of his or her intention to  
152 become a candidate. Except in a timeshare condominium, or if the  
153 staggered term of a board member does not expire until a later  
154 annual meeting, or if all members' terms would otherwise expire  
155 but there are no candidates, the terms of all board members  
156 expire at the annual meeting, and such members may stand for  
157 reelection unless prohibited by the bylaws. If the bylaws or  
158 articles of incorporation permit ~~staggered~~ terms of no more than  
159 2 years ~~and upon approval of a majority of the total voting~~  
160 ~~interests~~, the association board members may serve 2-year  
161 ~~staggered~~ terms. If the number of board members whose terms  
162 expire at the annual meeting equals or exceeds the number of  
163 candidates, the candidates become members of the board effective  
164 upon the adjournment of the annual meeting. Unless the bylaws  
165 provide otherwise, any remaining vacancies shall be filled by  
166 the affirmative vote of the majority of the directors making up  
167 the newly constituted board even if the directors constitute  
168 less than a quorum or there is only one director. In a

169 condominium association of more than 10 units or in a  
170 condominium association that does not include timeshare units or  
171 timeshare interests, coowners of a unit may not serve as members  
172 of the board of directors at the same time unless they own more  
173 than one unit or unless there are not enough eligible candidates  
174 to fill the vacancies on the board at the time of the vacancy.  
175 Any unit owner desiring to be a candidate for board membership  
176 must comply with sub-subparagraph 4.a. and must be eligible to  
177 serve on the board of directors at the time of the deadline for  
178 submitting a notice of intent to run in order to have his or her  
179 name listed as a proper candidate on the ballot or to serve on  
180 the board. A person who has been suspended or removed by the  
181 division under this chapter, or who is delinquent in the payment  
182 of any fee, fine, or special or regular assessment as provided  
183 in paragraph (n), is not eligible for board membership. A person  
184 who has been convicted of any felony in this state or in a  
185 United States District or Territorial Court, or who has been  
186 convicted of any offense in another jurisdiction which would be  
187 considered a felony if committed in this state, is not eligible  
188 for board membership unless such felon's civil rights have been  
189 restored for at least 5 years as of the date such person seeks  
190 election to the board. The validity of an action by the board is  
191 not affected if it is later determined that a board member is  
192 ineligible for board membership due to having been convicted of  
193 a felony.

194 3. The bylaws must provide the method of calling meetings  
195 of unit owners, including annual meetings. Written notice must  
196 include an agenda, must be mailed, hand delivered, or

197 | electronically transmitted to each unit owner at least 14 days  
198 | before the annual meeting, and must be posted in a conspicuous  
199 | place on the condominium property at least 14 continuous days  
200 | before the annual meeting. Upon notice to the unit owners, the  
201 | board shall, by duly adopted rule, designate a specific location  
202 | on the condominium property or association property where all  
203 | notices of unit owner meetings shall be posted. This requirement  
204 | does not apply if there is no condominium property or  
205 | association property for posting notices. In lieu of, or in  
206 | addition to, the physical posting of meeting notices, the  
207 | association may, by reasonable rule, adopt a procedure for  
208 | conspicuously posting and repeatedly broadcasting the notice and  
209 | the agenda on a closed-circuit cable television system serving  
210 | the condominium association. However, if broadcast notice is  
211 | used in lieu of a notice posted physically on the condominium  
212 | property, the notice and agenda must be broadcast at least four  
213 | times every broadcast hour of each day that a posted notice is  
214 | otherwise required under this section. If broadcast notice is  
215 | provided, the notice and agenda must be broadcast in a manner  
216 | and for a sufficient continuous length of time so as to allow an  
217 | average reader to observe the notice and read and comprehend the  
218 | entire content of the notice and the agenda. Unless a unit owner  
219 | waives in writing the right to receive notice of the annual  
220 | meeting, such notice must be hand delivered, mailed, or  
221 | electronically transmitted to each unit owner. Notice for  
222 | meetings and notice for all other purposes must be mailed to  
223 | each unit owner at the address last furnished to the association  
224 | by the unit owner, or hand delivered to each unit owner.



225 However, if a unit is owned by more than one person, the  
226 association must provide notice to the address that the  
227 developer identifies for that purpose and thereafter as one or  
228 more of the owners of the unit advise the association in  
229 writing, or if no address is given or the owners of the unit do  
230 not agree, to the address provided on the deed of record. An  
231 officer of the association, or the manager or other person  
232 providing notice of the association meeting, must provide an  
233 affidavit or United States Postal Service certificate of  
234 mailing, to be included in the official records of the  
235 association affirming that the notice was mailed or hand  
236 delivered in accordance with this provision.

237 4. The members of the board shall be elected by written  
238 ballot or voting machine. Proxies may not be used in electing  
239 the board in general elections or elections to fill vacancies  
240 caused by recall, resignation, or otherwise, unless otherwise  
241 provided in this chapter. This subparagraph does not apply to an  
242 association governing a timeshare condominium.

243 a. At least 60 days before a scheduled election, the  
244 association shall mail, deliver, or electronically transmit, by  
245 separate association mailing or included in another association  
246 mailing, delivery, or transmission, including regularly  
247 published newsletters, to each unit owner entitled to a vote, a  
248 first notice of the date of the election. Any unit owner or  
249 other eligible person desiring to be a candidate for the board  
250 must give written notice of his or her intent to be a candidate  
251 to the association at least 40 days before a scheduled election.  
252 Together with the written notice and agenda as set forth in

253 | subparagraph 3., the association shall mail, deliver, or  
254 | electronically transmit a second notice of the election to all  
255 | unit owners entitled to vote, together with a ballot that lists  
256 | all candidates. Upon request of a candidate, an information  
257 | sheet, no larger than 8 1/2 inches by 11 inches, which must be  
258 | furnished by the candidate at least 35 days before the election,  
259 | must be included with the mailing, delivery, or transmission of  
260 | the ballot, with the costs of mailing, delivery, or electronic  
261 | transmission and copying to be borne by the association. The  
262 | association is not liable for the contents of the information  
263 | sheets prepared by the candidates. In order to reduce costs, the  
264 | association may print or duplicate the information sheets on  
265 | both sides of the paper. The division shall by rule establish  
266 | voting procedures consistent with this sub-subparagraph,  
267 | including rules establishing procedures for giving notice by  
268 | electronic transmission and rules providing for the secrecy of  
269 | ballots. Elections shall be decided by a plurality of ballots  
270 | cast. There is no quorum requirement; however, at least 20  
271 | percent of the eligible voters must cast a ballot in order to  
272 | have a valid election. A unit owner may not permit any other  
273 | person to vote his or her ballot, and any ballots improperly  
274 | cast are invalid. A unit owner who violates this provision may  
275 | be fined by the association in accordance with s. 718.303. A  
276 | unit owner who needs assistance in casting the ballot for the  
277 | reasons stated in s. 101.051 may obtain such assistance. The  
278 | regular election must occur on the date of the annual meeting.  
279 | Notwithstanding this sub-subparagraph, an election is not  
280 | required unless more candidates file notices of intent to run or

281 are nominated than board vacancies exist.

282 b. Within 90 days after being elected or appointed to the  
283 board, each newly elected or appointed director shall certify in  
284 writing to the secretary of the association that he or she has  
285 read the association's declaration of condominium, articles of  
286 incorporation, bylaws, and current written policies; that he or  
287 she will work to uphold such documents and policies to the best  
288 of his or her ability; and that he or she will faithfully  
289 discharge his or her fiduciary responsibility to the  
290 association's members. In lieu of this written certification,  
291 within 90 days after being elected or appointed to the board,  
292 the newly elected or appointed director may submit a certificate  
293 of having satisfactorily completed the educational curriculum  
294 administered by a division-approved condominium education  
295 provider within 1 year before or 90 days after the date of  
296 election or appointment. The written certification or  
297 educational certificate is valid and does not have to be  
298 resubmitted as long as the director serves on the board without  
299 interruption. A director who fails to timely file the written  
300 certification or educational certificate is suspended from  
301 service on the board until he or she complies with this sub-  
302 subparagraph. The board may temporarily fill the vacancy during  
303 the period of suspension. The secretary shall cause the  
304 association to retain a director's written certification or  
305 educational certificate for inspection by the members for 5  
306 years after a director's election or the duration of the  
307 director's uninterrupted tenure, whichever is longer. Failure to  
308 have such written certification or educational certificate on

309 file does not affect the validity of any board action.

310 c. Any challenge to the election process must be commenced  
311 within 60 days after the election results are announced.

312 5. Any approval by unit owners called for by this chapter  
313 or the applicable declaration or bylaws, including, but not  
314 limited to, the approval requirement in s. 718.111(8), must be  
315 made at a duly noticed meeting of unit owners and is subject to  
316 all requirements of this chapter or the applicable condominium  
317 documents relating to unit owner decisionmaking, except that  
318 unit owners may take action by written agreement, without  
319 meetings, on matters for which action by written agreement  
320 without meetings is expressly allowed by the applicable bylaws  
321 or declaration or any law that provides for such action.

322 6. Unit owners may waive notice of specific meetings if  
323 allowed by the applicable bylaws or declaration or any law. If  
324 authorized by the bylaws, notice of meetings of the board of  
325 administration, unit owner meetings, except unit owner meetings  
326 called to recall board members under paragraph (j), and  
327 committee meetings may be given by electronic transmission to  
328 unit owners who consent to receive notice by electronic  
329 transmission.

330 7. Unit owners have the right to participate in meetings  
331 of unit owners with reference to all designated agenda items.  
332 However, the association may adopt reasonable rules governing  
333 the frequency, duration, and manner of unit owner participation.

334 8. A unit owner may tape record or videotape a meeting of  
335 the unit owners subject to reasonable rules adopted by the  
336 division.

337 9. Unless otherwise provided in the bylaws, any vacancy  
338 occurring on the board before the expiration of a term may be  
339 filled by the affirmative vote of the majority of the remaining  
340 directors, even if the remaining directors constitute less than  
341 a quorum, or by the sole remaining director. In the alternative,  
342 a board may hold an election to fill the vacancy, in which case  
343 the election procedures must conform to sub-subparagraph 4.a.  
344 unless the association governs 10 units or fewer and has opted  
345 out of the statutory election process, in which case the bylaws  
346 of the association control. Unless otherwise provided in the  
347 bylaws, a board member appointed or elected under this section  
348 shall fill the vacancy for the unexpired term of the seat being  
349 filled. Filling vacancies created by recall is governed by  
350 paragraph (j) and rules adopted by the division.

351 10. This chapter does not limit the use of general or  
352 limited proxies, require the use of general or limited proxies,  
353 or require the use of a written ballot or voting machine for any  
354 agenda item or election at any meeting of a timeshare  
355 condominium association.

356  
357 Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a., an  
358 association of 10 or fewer units may, by affirmative vote of a  
359 majority of the total voting interests, provide for different  
360 voting and election procedures in its bylaws, which may be by a  
361 proxy specifically delineating the different voting and election  
362 procedures. The different voting and election procedures may  
363 provide for elections to be conducted by limited or general  
364 proxy.

365 (j) Recall of board members.—Subject to ~~the provisions of~~  
366 s. 718.301, any member of the board of administration may be  
367 recalled and removed from office with or without cause by the  
368 vote or agreement in writing by a majority of all the voting  
369 interests. A special meeting of the unit owners to recall a  
370 member or members of the board of administration may be called  
371 by 10 percent of the voting interests giving notice of the  
372 meeting as required for a meeting of unit owners, and the notice  
373 shall state the purpose of the meeting. Electronic transmission  
374 may not be used as a method of giving notice of a meeting called  
375 in whole or in part for this purpose.

376 1. If the recall is approved by a majority of all voting  
377 interests by a vote at a meeting, the recall will be effective  
378 as provided in this paragraph ~~herein~~. The board shall duly  
379 notice and hold a board meeting within 5 full business days  
380 after ~~of~~ the adjournment of the unit owner meeting to recall one  
381 or more board members. At the meeting, the board shall either  
382 certify the recall, in which case such member or members shall  
383 be recalled effective immediately and shall turn over to the  
384 board within 5 full business days any and all records and  
385 property of the association in their possession, or shall  
386 proceed as set forth in subparagraph 3.

387 2. If the proposed recall is by an agreement in writing by  
388 a majority of all voting interests, the agreement in writing or  
389 a copy thereof shall be served on the association by certified  
390 mail or by personal service in the manner authorized by chapter  
391 48 and the Florida Rules of Civil Procedure. The board of  
392 administration shall duly notice and hold a meeting of the board

393 within 5 full business days after receipt of the agreement in  
394 writing. At the meeting, the board shall either certify the  
395 written agreement to recall a member or members of the board, in  
396 which case such member or members shall be recalled effective  
397 immediately and shall turn over to the board within 5 full  
398 business days any and all records and property of the  
399 association in their possession, or proceed as described in  
400 subparagraph 3.

401 3. If the board determines not to certify the written  
402 agreement to recall a member or members of the board, or does  
403 not certify the recall by a vote at a meeting, the board shall,  
404 within 5 full business days after the meeting, file with the  
405 division a petition for arbitration pursuant to the procedures  
406 in s. 718.1255. For the purposes of this section, the unit  
407 owners who voted at the meeting or who executed the agreement in  
408 writing shall constitute one party under the petition for  
409 arbitration. If the arbitrator certifies the recall as to any  
410 member or members of the board, the recall will be effective  
411 upon mailing of the final order of arbitration to the  
412 association. If the association fails to comply with the order  
413 of the arbitrator, the division may take action pursuant to s.  
414 718.501. Any member or members so recalled shall deliver to the  
415 board any and all records of the association in their possession  
416 within 5 full business days after ~~of~~ the effective date of the  
417 recall.

418 4. If the board fails to duly notice and hold a board  
419 meeting within 5 full business days after ~~of~~ service of an  
420 agreement in writing or within 5 full business days after ~~of~~ the

421 adjournment of the unit owner recall meeting, the recall shall  
422 be deemed effective and the board members so recalled shall  
423 immediately turn over to the board any and all records and  
424 property of the association.

425 5. If the board fails to duly notice and hold the required  
426 meeting or fails to file the required petition, the unit owner  
427 representative may file a petition pursuant to s. 718.1255  
428 challenging the board's failure to act. The petition must be  
429 filed within 60 days after the expiration of the applicable 5-  
430 full-business-day period. The review of a petition under this  
431 subparagraph is limited to the sufficiency of service on the  
432 board and the facial validity of the written agreement or  
433 ballots filed.

434 ~~6.5.~~ If a vacancy occurs on the board as a result of a  
435 recall or removal and less than a majority of the board members  
436 are removed, the vacancy may be filled by the affirmative vote  
437 of a majority of the remaining directors, notwithstanding any  
438 provision to the contrary contained in this subsection. If  
439 vacancies occur on the board as a result of a recall and a  
440 majority or more of the board members are removed, the vacancies  
441 shall be filled in accordance with procedural rules to be  
442 adopted by the division, which rules need not be consistent with  
443 this subsection. The rules must provide procedures governing the  
444 conduct of the recall election as well as the operation of the  
445 association during the period after a recall but prior to the  
446 recall election.

447 7. A board member who has been recalled may file a  
448 petition pursuant to s. 718.1255 challenging the validity of a



449 recall. The petition must be filed within 60 days after the  
450 recall is deemed certified. The association and the unit owner  
451 representative shall be named as the respondents.

452 8. The division may not accept for filing a recall  
453 petition, whether filed pursuant to subparagraph 1.,  
454 subparagraph 2., subparagraph 5., or subparagraph 7. and  
455 regardless of whether the recall was certified, when there are  
456 60 or fewer days until the scheduled reelection of the board  
457 member sought to be recalled or when 60 or fewer days have  
458 elapsed since the election of the board member sought to be  
459 recalled.

460 Section 3. Subsection (5) of section 718.113, Florida  
461 Statutes, is amended to read:

462 718.113 Maintenance; limitation upon improvement; display  
463 of flag; hurricane shutters and protection; display of religious  
464 decorations.—

465 (5) Each board of administration shall adopt hurricane  
466 shutter specifications for each building within each condominium  
467 operated by the association which shall include color, style,  
468 and other factors deemed relevant by the board. All  
469 specifications adopted by the board must comply with the  
470 applicable building code.

471 (a) The board may, subject to ~~the provisions of s.~~  
472 ~~718.30267~~ and the approval of a majority of voting interests of  
473 the condominium, install hurricane shutters, impact glass, ~~or~~  
474 ~~other~~ code-compliant windows or doors, or other types of code-  
475 compliant hurricane protection that comply ~~complies~~ with or  
476 exceed ~~exceeds~~ the applicable building code. However, a vote of

477 the owners is not required if the maintenance, repair, and  
478 replacement of hurricane shutters, impact glass, ~~or other code-~~  
479 compliant windows or doors, or other types of code-compliant  
480 hurricane protection are the responsibility of the association  
481 pursuant to the declaration of condominium. If hurricane  
482 protection or laminated glass or window film architecturally  
483 designed to function as hurricane protection that ~~which~~ complies  
484 with or exceeds the current applicable building code has been  
485 previously installed, the board may not install hurricane  
486 shutters, ~~hurricane protection, or impact glass, or other code-~~  
487 compliant windows or doors, or other types of code-compliant  
488 hurricane protection except upon approval by a majority vote of  
489 the voting interests.

490 (b) The association is responsible for the maintenance,  
491 repair, and replacement of the hurricane shutters, impact glass,  
492 code-compliant windows or doors, or other types of code-  
493 compliant hurricane protection authorized by this subsection if  
494 such property ~~hurricane shutters or other hurricane protection~~  
495 is the responsibility of the association pursuant to the  
496 declaration of condominium. If the hurricane shutters, impact  
497 glass, code-compliant windows or doors, or other types of code-  
498 compliant hurricane protection ~~authorized by this subsection~~ are  
499 the responsibility of the unit owners pursuant to the  
500 declaration of condominium, the maintenance, repair, and  
501 replacement of such items are the responsibility of the unit  
502 owner.

503 (c) The board may operate shutters, impact glass, code-  
504 compliant windows or doors, or other types of code-compliant

505 hurricane protection installed pursuant to this subsection  
 506 without permission of the unit owners only if such operation is  
 507 necessary to preserve and protect the condominium property and  
 508 association property. The installation, replacement, operation,  
 509 repair, and maintenance of such shutters, impact glass, code-  
 510 compliant windows or doors, or other types of code-compliant  
 511 hurricane protection in accordance with the procedures set forth  
 512 in this paragraph are not a material alteration to the common  
 513 elements or association property within the meaning of this  
 514 section.

515 (d) Notwithstanding any other provision in the condominium  
 516 documents, if approval is required by the documents, a board may  
 517 not refuse to approve the installation or replacement of  
 518 hurricane shutters, impact glass, code-compliant windows or  
 519 doors, or other types of code-compliant hurricane protection by  
 520 a unit owner conforming to the specifications adopted by the  
 521 board.

522 Section 4. Paragraph (e) of subsection (1) of section  
 523 718.115, Florida Statutes, is amended to read:

524 718.115 Common expenses and common surplus.—

525 (1)

526 (e) The expense of installation, replacement, operation,  
 527 repair, and maintenance of hurricane shutters, impact glass,  
 528 code-compliant windows or doors, or other types of code-  
 529 compliant hurricane protection by the board pursuant to s.  
 530 718.113(5) constitutes ~~shall constitute~~ a common expense ~~as~~  
 531 ~~defined herein~~ and shall be collected as provided in this  
 532 section if the association is responsible for the maintenance,

533 repair, and replacement of the hurricane shutters, impact glass,  
534 code-compliant windows or doors, or other types of code-  
535 compliant hurricane protection pursuant to the declaration of  
536 condominium. However, if the maintenance, repair, and  
537 replacement of the hurricane shutters, impact glass, code-  
538 compliant windows or doors, or other types of code-compliant  
539 hurricane protection are ~~is~~ the responsibility of the unit  
540 owners pursuant to the declaration of condominium, the cost of  
541 the installation of the hurricane shutters, impact glass, code-  
542 compliant windows or doors, or other types of code-compliant  
543 hurricane protection is ~~shall~~ not be a common expense and, ~~but~~  
544 shall be charged individually to the unit owners based on the  
545 cost of installation of the hurricane shutters, impact glass,  
546 code-compliant windows or doors, or other types of code-  
547 compliant hurricane protection appurtenant to the unit.  
548 Notwithstanding ~~the provisions of~~ s. 718.116(9), and regardless  
549 of whether or not the declaration requires the association or  
550 unit owners to maintain, repair, or replace hurricane shutters,  
551 impact glass, code-compliant windows or doors, or other types of  
552 code-compliant hurricane protection, a unit owner who has  
553 previously installed hurricane shutters in accordance with s.  
554 718.113(5) that comply with the current applicable building code  
555 shall receive a credit when the shutters are installed; a unit  
556 owner who has previously installed impact glass or code-  
557 compliant windows or doors that comply with the current  
558 applicable building code shall receive a credit when the impact  
559 glass or code-compliant windows or doors are installed; and a  
560 unit owner who has installed, other types of code-compliant

561 hurricane protection that comply with the current applicable  
562 building code shall receive a credit when the same type of other  
563 code-compliant hurricane protection is installed, and the ~~or~~  
564 ~~laminated glass architecturally designed to function as~~  
565 ~~hurricane protection, which hurricane shutters or other~~  
566 ~~hurricane protection or laminated glass comply with the current~~  
567 ~~applicable building code, shall receive a credit shall be~~ equal  
568 to the pro rata portion of the assessed installation cost  
569 assigned to each unit. However, such unit owner remains ~~shall~~  
570 ~~remain~~ responsible for the pro rata share of expenses for  
571 hurricane shutters, impact glass, code-compliant windows or  
572 doors, or other types of code-compliant hurricane protection  
573 installed on common elements and association property by the  
574 board pursuant to s. 718.113(5),<sup>7</sup> and remains ~~shall remain~~  
575 responsible for a pro rata share of the expense of the  
576 replacement, operation, repair, and maintenance of such  
577 shutters, impact glass, code-compliant windows or doors, or  
578 other types of code-compliant hurricane protection.

579 Section 5. Paragraphs (a), (b), and (c) of subsection (1)  
580 of section 718.116, Florida Statutes, are amended to read:

581 718.116 Assessments; liability; lien and priority;  
582 interest; collection.—

583 (1) (a) A unit owner, regardless of how the unit owner has  
584 acquired his or her title has been acquired, including, but not  
585 limited to, by purchase at a foreclosure sale ~~or by deed in lieu~~  
586 ~~of foreclosure,~~ is liable for all assessments that ~~which~~ come  
587 due while he or she is the unit owner. Additionally, a unit  
588 owner is jointly and severally liable with the previous unit

589 owner for all unpaid assessments, late fees, interest, costs,  
590 and reasonable attorney fees incurred by the association in an  
591 attempt to collect all such amounts ~~is jointly and severally~~  
592 ~~liable with the previous owner for all unpaid assessments~~ that  
593 came due up to the time of transfer of title. This liability is  
594 without prejudice to any right the present unit owner may have  
595 to recover from the previous unit owner the amounts paid by the  
596 present unit owner.

597 (b)1. The liability of a first mortgagee or its successors  
598 ~~successor~~ or assignees who acquire title to a unit by  
599 foreclosure or by deed in lieu of foreclosure for the unpaid  
600 assessments, interest, administrative late fees, reasonable  
601 costs and attorney fees, and any other fee, cost, or expense  
602 incurred in the collection process that became due before the  
603 mortgagee's acquisition of title is limited to the lesser of:

604 a. Only the unit's unpaid common expenses and regular  
605 periodic assessments that ~~which~~ accrued or came due during the  
606 12 months immediately preceding the acquisition of title and for  
607 which payment in full has not been received by the association;  
608 or

609 b. One percent of the original mortgage debt.

610 2. Subparagraph 1. applies ~~The provisions of this~~  
611 ~~paragraph apply~~ only if the first mortgagee joined the  
612 association as a defendant in the foreclosure action. Joinder of  
613 the association is not required if, on the date the complaint is  
614 filed, the association was dissolved or did not maintain an  
615 office or agent for service of process at a location that ~~which~~  
616 was known to or reasonably discoverable by the mortgagee.

617       3. The first mortgagee or its successors or assignees who  
618 acquire title to a unit by foreclosure or by deed in lieu of  
619 foreclosure are not liable for any interest, administrative late  
620 fee, reasonable cost or attorney fee, or any other fee, cost, or  
621 expense that came due prior to its acquisition of title. This  
622 subparagraph is intended to clarify existing law.

623       ~~4.2.~~ An association, or its successor or assignee, that  
624 acquires title to a unit through the foreclosure of its lien for  
625 assessments is not liable for any unpaid assessments, late fees,  
626 interest, or reasonable attorney ~~attorney's~~ fees and costs that  
627 came due before the association's acquisition of title in favor  
628 of any other association, as defined in s. 718.103(2) or s.  
629 720.301(9), which holds a ~~superior~~ lien interest on the unit.  
630 This subparagraph is intended to clarify existing law.

631       (c) The person acquiring title shall pay the amount owed  
632 to the association within 30 days after transfer of title.  
633 Failure to pay the full amount when due entitles ~~shall entitle~~  
634 the association to record a claim of lien against the parcel for  
635 the amounts specified in this subsection and proceed in the same  
636 manner as provided in this section for the collection of the  
637 amount owed and any unpaid assessments coming due after the  
638 acquisition of title and other charges authorized by subsection  
639 (3) on any unpaid assessments coming due after the acquisition  
640 of title.

641       Section 6. Paragraph (a) of subsection (3) and subsection  
642 (5) of section 718.303, Florida Statutes, are amended to read:

643       718.303 Obligations of owners and occupants; remedies.—

644       (3) The association may levy reasonable fines for the

645 failure of the owner of the unit or its occupant, licensee, or  
646 invitee to comply with any provision of the declaration, the  
647 association bylaws, or reasonable rules of the association. A  
648 fine may not become a lien against a unit. A fine may be levied  
649 on the basis of each day of a continuing violation, with a  
650 single notice and opportunity for hearing. However, the fine may  
651 not exceed \$100 per violation, or \$1,000 in the aggregate.

652 (a) An association may suspend, for a reasonable period of  
653 time, the right of a unit owner, or a unit owner's tenant,  
654 guest, or invitee, to use the common elements, common  
655 facilities, or any other association property for failure to  
656 comply with any provision of the declaration, the association  
657 bylaws, or reasonable rules of the association. This paragraph  
658 does not apply to limited common elements intended to be used  
659 only by that unit, common elements needed to access the unit,  
660 utility services provided to the unit, parking spaces, or  
661 elevators.

662 (5) An association may suspend the voting rights of a unit  
663 or member due to nonpayment of any monetary obligation due to  
664 the association which is more than 90 days delinquent. ~~A voting~~  
665 ~~interest or consent right allocated to a unit or member which~~  
666 ~~has been suspended by the association may not be counted towards~~  
667 ~~the total number of voting interests necessary to constitute a~~  
668 ~~quorum, the number of voting interests required to conduct an~~  
669 ~~election, or the number of voting interests required to approve~~  
670 ~~an action under this chapter or pursuant to the declaration,~~  
671 ~~articles of incorporation, or bylaws.~~ The suspension ends upon  
672 full payment of all obligations currently due or overdue the



673 association. The notice and hearing requirements under  
 674 subsection (3) do not apply to a suspension imposed under this  
 675 subsection.

676 Section 7. Subsection (1) of section 718.403, Florida  
 677 Statutes, is amended to read:

678 718.403 Phase condominiums.—

679 (1) Notwithstanding ~~the provisions of~~ s. 718.110, a  
 680 developer may develop a condominium in phases, if the original  
 681 declaration of condominium submitting the initial phase to  
 682 condominium ownership or an amendment to the declaration which  
 683 has been approved by all of the unit owners and unit mortgagees  
 684 provides for and describes in detail all anticipated phases; the  
 685 impact, if any, which the completion of subsequent phases would  
 686 have upon the initial phase; and the time period (which may not  
 687 exceed 7 years from the date of recording the declaration of  
 688 condominium, unless extended as provided in this subsection)  
 689 within which all phases must be added to the condominium and  
 690 comply with the requirements of this section and at the end of  
 691 which the right to add additional phases expires.

692 (a) All phases must be added to the condominium within 7  
 693 years after the date of recording the original declaration of  
 694 condominium submitting the initial phase to condominium  
 695 ownership unless an amendment extending the 7-year period is  
 696 approved by the unit owners.

697 (b) An amendment to extend the 7-year period requires the  
 698 approval of the owners necessary to amend the declaration of  
 699 condominium consistent with s. 718.110(1)(a). An extension of  
 700 the 7-year period may be submitted for approval only during the

701 last 3 years of the 7-year period.

702 (c) An amendment must describe the time period within  
 703 which all phases must be added to the condominium and such time  
 704 period may not exceed 10 years after the date of recording the  
 705 original declaration of condominium submitting the initial phase  
 706 to condominium ownership.

707 (d) Notwithstanding s. 718.110, an amendment extending the  
 708 7-year period is not an amendment subject to s. 718.110(4).

709 Section 8. Section 718.406, Florida Statutes, is created  
 710 to read:

711 718.406 Condominiums created within condominium parcels.-

712 (1) Unless otherwise expressed in the declaration of  
 713 condominium, if a condominium is created within a condominium  
 714 parcel, the term:

715 (a) "Primary condominium" means any condominium that is  
 716 not a secondary condominium and contains one or more subdivided  
 717 parcels.

718 (b) "Primary condominium association" means any entity  
 719 that operates a primary condominium.

720 (c) "Primary condominium declaration" means the instrument  
 721 or instruments by which a primary condominium is created, as  
 722 they are from time to time amended.

723 (d) "Secondary condominium" means one or more condominium  
 724 parcels that have been submitted to condominium ownership  
 725 pursuant to a secondary condominium declaration.

726 (e) "Secondary condominium association" means any entity  
 727 responsible for the operation of a secondary condominium.

728 (f) "Secondary condominium declaration" means the

729 instrument or instruments by which a secondary condominium is  
730 created, as they are from time to time amended.

731 (g) "Secondary unit" means a unit that is part of a  
732 secondary condominium.

733 (h) "Subdivided parcel" means a condominium parcel in a  
734 primary condominium that has been submitted to condominium  
735 ownership pursuant to a secondary condominium declaration.

736 (2) Unless otherwise provided in the primary condominium  
737 declaration, if a condominium parcel is a subdivided parcel, the  
738 secondary condominium association responsible for operating the  
739 secondary condominium upon the subdivided parcel shall act on  
740 behalf of all of the unit owners of secondary units in the  
741 secondary condominium and shall exercise all rights of the  
742 secondary unit owners in the primary condominium association,  
743 other than the right of possession of the secondary unit. The  
744 secondary condominium association shall designate a  
745 representative who shall cast the vote of the subdivided parcel  
746 in the primary condominium association and, if no person is  
747 designated by the secondary condominium association to cast such  
748 vote, the vote shall be cast by the president of the secondary  
749 condominium association or the designee of the president.

750 (3) Unless otherwise provided in the primary condominium  
751 declaration as originally recorded, no secondary condominium may  
752 be created upon any condominium parcel in the primary  
753 condominium, and no amendment to the primary condominium  
754 declaration may permit secondary condominiums to be created upon  
755 parcels in the primary condominium, unless the record owners of  
756 a majority of the condominium parcels join in the execution of

757 the amendment.

758 (4) If the primary condominium declaration permits the  
759 creation of a secondary condominium and a condominium parcel in  
760 the primary condominium is being submitted for condominium  
761 ownership to create a secondary condominium upon the primary  
762 condominium parcel, the approval of the board of administration  
763 of the primary condominium association is required in order to  
764 create the secondary condominium on the primary condominium  
765 parcel. Unless otherwise provided in the primary condominium  
766 declaration, the owners of condominium parcels in the primary  
767 condominium that will not be part of the proposed secondary  
768 condominium and the holders of liens upon such primary  
769 condominium parcels shall not have approval rights regarding the  
770 creation of the secondary condominium or the contents of the  
771 secondary condominium declaration being submitted. Only the  
772 board of administration of the primary condominium association,  
773 the owner of the subdivided parcel, and the holders of liens  
774 upon the subdivided parcel shall have approval rights regarding  
775 the creation of the secondary condominium and the contents of  
776 the secondary condominium declaration. In order for the  
777 recording of the secondary condominium declaration to be  
778 effective to create the secondary condominium, the board of  
779 administration of the primary condominium association, the owner  
780 of the subdivided parcel, and all holders of liens on the  
781 subdivided parcel must execute the secondary condominium  
782 declaration for the purpose of evidencing their approval.

783 (5) An owner of a secondary unit is subject to both the  
784 primary condominium declaration and the secondary condominium

785 declaration.

786 (6) The primary condominium association may provide  
787 insurance required by s. 718.111(11) for common elements and  
788 other improvements within the secondary condominium if the  
789 primary condominium declaration permits the primary condominium  
790 association to provide such insurance for the benefit of the  
791 condominium property included in the subdivided parcel, in lieu  
792 of such insurance being provided by the secondary condominium  
793 association.

794 (7) Unless otherwise provided in the primary condominium  
795 declaration, the board of administration of the primary  
796 condominium association may adopt hurricane shutter or hurricane  
797 protection specifications for each building within which  
798 subdivided parcels are located and govern any subdivided parcels  
799 in the primary condominium.

800 (8) Any unit owner of, or holder of a first mortgage on, a  
801 secondary unit may register such unit owner's or mortgagee's  
802 interest in the secondary unit with the primary condominium  
803 association by delivering written notice to the primary  
804 condominium association. Once registered, the primary  
805 condominium association must provide written notice to such  
806 secondary unit owner and his, her, or its first mortgagee at  
807 least 30 days before instituting any foreclosure action against  
808 the subdivided parcel in which the secondary unit owner and his,  
809 her, or its first mortgagee hold an interest for failure of the  
810 subdivided parcel owner to pay any assessments or other amounts  
811 due to the primary condominium association. A foreclosure action  
812 against a subdivided parcel is not effective without an

813 affidavit indicating that written notice of the foreclosure was  
814 timely sent to the names and addresses of secondary unit owners  
815 and first mortgagees registered with the primary condominium  
816 association pursuant to this subsection. The registered  
817 secondary unit owner or mortgagee has a right to pay the  
818 proportionate amount of the delinquent assessment attributable  
819 to the secondary unit in which the registered unit owner or  
820 mortgagee holds an interest. Upon such payment, the primary  
821 condominium association shall be obligated to promptly modify or  
822 partially release the record of lien on the primary condominium  
823 association so that the lien no longer encumbers such secondary  
824 unit. Alternatively, a registered secondary unit owner or  
825 mortgagee may pay the amount of all delinquent assessments  
826 attributed to the subdivided parcel and seek reimbursement for  
827 all such amounts paid and all costs incurred from the secondary  
828 condominium association, including, without limitation, the  
829 costs of collection other than the share allocable to the  
830 secondary unit on behalf of which such payment was made.

831 (9) In the event of a conflict between the primary  
832 condominium declaration and the secondary condominium  
833 declaration, the primary condominium declaration controls.

834 (10) All common expenses due to the primary condominium  
835 association with respect to a subdivided parcel are a common  
836 expense of the secondary condominium association and shall be  
837 collected by the secondary condominium association from its  
838 members and paid to the primary condominium association.

839 Section 9. Subsection (2) of section 718.5011, Florida  
840 Statutes, is amended to read:

841           718.5011 Ombudsman; appointment; administration.—  
842           (2) The Governor shall appoint the ombudsman. The  
843 ombudsman must be an attorney admitted to practice before the  
844 Florida Supreme Court and shall serve at the pleasure of the  
845 Governor. A vacancy in the office shall be filled in the same  
846 manner as the original appointment. An officer or full-time  
847 employee of the ombudsman's office may not actively engage in  
848 any other business or profession that directly or indirectly  
849 relates to or conflicts with his or her work in the ombudsman's  
850 office; serve as the representative of any political party,  
851 executive committee, or other governing body of a political  
852 party; serve as an executive, officer, or employee of a  
853 political party; receive remuneration for activities on behalf  
854 of any candidate for public office; or engage in soliciting  
855 votes or other activities on behalf of a candidate for public  
856 office. The ombudsman or any employee of his or her office may  
857 not become a candidate for election to public office unless he  
858 or she first resigns from his or her office or employment.

859           Section 10. Section 718.707, Florida Statutes, is amended  
860 to read:

861           718.707 Time limitation for classification as bulk  
862 assignee or bulk buyer.—A person acquiring condominium parcels  
863 may not be classified as a bulk assignee or bulk buyer unless  
864 the condominium parcels were acquired on or after July 1, 2010,  
865 but before July 1, 2015 ~~2012~~. The date of such acquisition shall  
866 be determined by the date of recording a deed or other  
867 instrument of conveyance for such parcels in the public records  
868 of the county in which the condominium is located, or by the

869 date of issuing a certificate of title in a foreclosure  
 870 proceeding with respect to such condominium parcels.

871 Section 11. Paragraph (c) of subsection (2) of section  
 872 719.104, Florida Statutes, is amended to read:

873 719.104 Cooperatives; access to units; records; financial  
 874 reports; assessments; purchase of leases.—

875 (2) OFFICIAL RECORDS.—

876 (c) The official records of the association shall be open  
 877 to inspection by any association member or the authorized  
 878 representative of such member at all reasonable times. Failure  
 879 to permit inspection of the association records as provided in  
 880 this subsection ~~herein~~ entitles any person prevailing in an  
 881 enforcement action to recover reasonable attorney ~~attorney's~~  
 882 fees from the person in control of the records who, directly or  
 883 indirectly, knowingly denies access to the records for  
 884 inspection. The right to inspect the records includes the right  
 885 to make or obtain copies, at the reasonable expense, if any, of  
 886 the association member. The association may adopt reasonable  
 887 rules regarding the frequency, time, location, notice, and  
 888 manner of record inspections and copying. The failure of an  
 889 association to provide the records within 10 working days after  
 890 receipt of a written request creates a rebuttable presumption  
 891 that the association willfully failed to comply with this  
 892 paragraph. A unit owner who is denied access to official records  
 893 is entitled to the actual damages or minimum damages for the  
 894 association's willful failure to comply with this paragraph. The  
 895 minimum damages shall be \$50 per calendar day up to 10 days, the  
 896 calculation to begin on the 11th day after receipt of the



897 written request. The association shall maintain an adequate  
898 number of copies of the declaration, articles of incorporation,  
899 bylaws, and rules, and all amendments to each of the foregoing,  
900 as well as the question and answer sheet provided for in s.  
901 719.504, on the cooperative property to ensure their  
902 availability to unit owners and prospective purchasers, and may  
903 charge its actual costs for preparing and furnishing these  
904 documents to those requesting the same. Notwithstanding ~~the~~  
905 ~~provisions of~~ this paragraph, the following records shall not be  
906 accessible to unit owners:

907 1. Any record protected by the lawyer-client privilege as  
908 provided in s. 90.502; protected by the work-product privilege,  
909 including any record ~~A record that was~~ prepared by an  
910 association attorney or prepared at the attorney's express  
911 direction; reflecting ~~that reflects~~ a mental impression,  
912 conclusion, litigation strategy, or legal theory of the attorney  
913 or the association; or ~~that was~~ prepared exclusively for civil  
914 or criminal litigation or for adversarial administrative  
915 proceedings or in anticipation of imminent civil or criminal  
916 litigation or imminent adversarial administrative proceedings,  
917 until the conclusion of the litigation or adversarial  
918 administrative proceedings.

919 2. Information obtained by an association in connection  
920 with the approval of the lease, sale, or other transfer of a  
921 unit.

922 3. Medical records of unit owners.

923 4. Personnel records of association employees, including,  
924 but not limited to, disciplinary, payroll, health, and insurance

925 records. For purposes of this subparagraph, the term "personnel  
 926 records" does not include written employment agreements with an  
 927 association employee or budgetary or financial records that  
 928 indicate the compensation paid to an association employee.

929 5. Social security numbers, driver license numbers, credit  
 930 card numbers, e-mail addresses, telephone numbers, emergency  
 931 contact information, any addresses of a unit owner other than  
 932 addresses provided to fulfill the association's notice  
 933 requirements, and other personal identifying information of any  
 934 person, excluding the person's name, unit designation, mailing  
 935 address, and property address.

936 6. Any electronic security measures that are used by the  
 937 association to safeguard data, including passwords.

938 7. The software and operating system used by the  
 939 association which allows manipulation of data, even if the owner  
 940 owns a copy of the same software used by the association. The  
 941 data is part of the official records of the association.

942 Section 12. Subsection (7) is added to section 719.1055,  
 943 Florida Statutes, to read:

944 719.1055 Amendment of cooperative documents; alteration  
 945 and acquisition of property.—

946 (7) The Legislature finds that the procurement of  
 947 mortgagee consent to amendments that do not affect the rights or  
 948 interests of mortgagees is an unreasonable and substantial  
 949 logistical and financial burden on the unit owners and that  
 950 there is a compelling state interest in enabling the members of  
 951 an association to approve amendments to the association's  
 952 cooperative documents through legal means. Accordingly, and

953 notwithstanding any provision to the contrary contained in this  
954 subsection:

955 (a) As to any mortgage recorded on or after July 1, 2012,  
956 any provision in the association's cooperative documents that  
957 requires the consent or joinder of some or all mortgagees of  
958 units or any other portion of the association's common areas to  
959 amend the association's cooperative documents or for any other  
960 matter is enforceable only as to amendments to the association's  
961 cooperative documents that adversely affect the priority of the  
962 mortgagee's lien or the mortgagee's rights to foreclose its lien  
963 or that otherwise materially affect the rights and interests of  
964 the mortgagees.

965 (b) As to mortgages recorded before July 1, 2012, any  
966 existing provisions in the association's cooperative documents  
967 requiring mortgagee consent are enforceable.

968 (c) In securing consent or joinder, the association is  
969 entitled to rely upon the public records to identify the holders  
970 of outstanding mortgages. The association may use the address  
971 provided in the original recorded mortgage document, unless  
972 there is a different address for the holder of the mortgage in a  
973 recorded assignment or modification of the mortgage, which  
974 recorded assignment or modification must reference the official  
975 records book and page on which the original mortgage was  
976 recorded. Once the association has identified the recorded  
977 mortgages of record, the association shall, in writing, request  
978 of each unit owner whose unit is encumbered by a mortgage of  
979 record any information the owner has in his or her possession  
980 regarding the name and address of the person to whom mortgage

981 payments are currently being made. Notice shall be sent to such  
982 person if the address provided in the original recorded mortgage  
983 document is different from the name and address of the mortgagee  
984 or assignee of the mortgage as shown by the public record. The  
985 association is deemed to have complied with this requirement by  
986 making the written request of the unit owners required under  
987 this paragraph. Any notices required to be sent to the  
988 mortgagees under this paragraph shall be sent to all available  
989 addresses provided to the association.

990 (d) Any notice to the mortgagees required under paragraph  
991 (c) may be sent by a method that establishes proof of delivery,  
992 and any mortgagee who fails to respond within 60 days after the  
993 date of mailing is deemed to have consented to the amendment.

994 (e) For those amendments requiring mortgagee consent on or  
995 after July 1, 2012, in the event mortgagee consent is provided  
996 other than by properly recorded joinder, such consent shall be  
997 evidenced by affidavit of the association recorded in the public  
998 records of the county in which the declaration is recorded.

999 (f) Any amendment adopted without the required consent of  
1000 a mortgagee is voidable only by a mortgagee who was entitled to  
1001 notice and an opportunity to consent. An action to void an  
1002 amendment is subject to the statute of limitations beginning 5  
1003 years after the date of discovery as to the amendments described  
1004 in paragraph (a) and 5 years after the date of recordation of  
1005 the certificate of amendment for all other amendments. This  
1006 paragraph applies to all mortgages, regardless of the date of  
1007 recordation of the mortgage.

1008 Section 13. Paragraphs (c), (d), and (f) of subsection (1)

1009 of section 719.106, Florida Statutes, are amended to read:  
 1010 719.106 Bylaws; cooperative ownership.—  
 1011 (1) MANDATORY PROVISIONS.—The bylaws or other cooperative  
 1012 documents shall provide for the following, and if they do not,  
 1013 they shall be deemed to include the following:  
 1014 (c) Board of administration meetings.—Meetings of the  
 1015 board of administration at which a quorum of the members is  
 1016 present shall be open to all unit owners. Any unit owner may  
 1017 tape record or videotape meetings of the board of  
 1018 administration. The right to attend such meetings includes the  
 1019 right to speak at such meetings with reference to all designated  
 1020 agenda items. The division shall adopt reasonable rules  
 1021 governing the tape recording and videotaping of the meeting. The  
 1022 association may adopt reasonable written rules governing the  
 1023 frequency, duration, and manner of unit owner statements.  
 1024 Adequate notice of all meetings shall be posted in a conspicuous  
 1025 place upon the cooperative property at least 48 continuous hours  
 1026 preceding the meeting, except in an emergency. Any item not  
 1027 included on the notice may be taken up on an emergency basis by  
 1028 at least a majority plus one of the members of the board. Such  
 1029 emergency action shall be noticed and ratified at the next  
 1030 regular meeting of the board. However, written notice of any  
 1031 meeting at which nonemergency special assessments, or at which  
 1032 amendment to rules regarding unit use, will be considered shall  
 1033 be mailed, delivered, or electronically transmitted to the unit  
 1034 owners and posted conspicuously on the cooperative property not  
 1035 less than 14 days prior to the meeting. Evidence of compliance  
 1036 with this 14-day notice shall be made by an affidavit executed

1037 | by the person providing the notice and filed among the official  
1038 | records of the association. Upon notice to the unit owners, the  
1039 | board shall by duly adopted rule designate a specific location  
1040 | on the cooperative property upon which all notices of board  
1041 | meetings shall be posted. In lieu of or in addition to the  
1042 | physical posting of notice of any meeting of the board of  
1043 | administration on the cooperative property, the association may,  
1044 | by reasonable rule, adopt a procedure for conspicuously posting  
1045 | and repeatedly broadcasting the notice and the agenda on a  
1046 | closed-circuit cable television system serving the cooperative  
1047 | association. However, if broadcast notice is used in lieu of a  
1048 | notice posted physically on the cooperative property, the notice  
1049 | and agenda must be broadcast at least four times every broadcast  
1050 | hour of each day that a posted notice is otherwise required  
1051 | under this section. When broadcast notice is provided, the  
1052 | notice and agenda must be broadcast in a manner and for a  
1053 | sufficient continuous length of time so as to allow an average  
1054 | reader to observe the notice and read and comprehend the entire  
1055 | content of the notice and the agenda. Notice of any meeting in  
1056 | which regular assessments against unit owners are to be  
1057 | considered for any reason shall specifically contain a statement  
1058 | that assessments will be considered and the nature of any such  
1059 | assessments. Meetings of a committee to take final action on  
1060 | behalf of the board or to make recommendations to the board  
1061 | regarding the association budget are subject to the provisions  
1062 | of this paragraph. Meetings of a committee that does not take  
1063 | final action on behalf of the board or make recommendations to  
1064 | the board regarding the association budget are subject to the

1065 provisions of this section, unless those meetings are exempted  
1066 from this section by the bylaws of the association.  
1067 Notwithstanding any other law to the contrary, the requirement  
1068 that board meetings and committee meetings be open to the unit  
1069 owners does not apply ~~is inapplicable~~ to board or committee  
1070 meetings held for the purpose of discussing personnel matters or  
1071 meetings between the board or a committee and the association's  
1072 attorney, with respect to proposed or pending litigation, if  
1073 ~~when~~ the meeting is held for the purpose of seeking or rendering  
1074 legal advice.

1075 (d) Shareholder meetings.—There shall be an annual meeting  
1076 of the shareholders. All members of the board of administration  
1077 shall be elected at the annual meeting unless the bylaws provide  
1078 for staggered election terms or for their election at another  
1079 meeting. Any unit owner desiring to be a candidate for board  
1080 membership must comply with subparagraph 1. The bylaws must  
1081 provide the method for calling meetings, including annual  
1082 meetings. Written notice, which must incorporate an  
1083 identification of agenda items, shall be given to each unit  
1084 owner at least 14 days before the annual meeting and posted in a  
1085 conspicuous place on the cooperative property at least 14  
1086 continuous days preceding the annual meeting. Upon notice to the  
1087 unit owners, the board must by duly adopted rule designate a  
1088 specific location on the cooperative property upon which all  
1089 notice of unit owner meetings are posted. In lieu of or in  
1090 addition to the physical posting of the meeting notice, the  
1091 association may, by reasonable rule, adopt a procedure for  
1092 conspicuously posting and repeatedly broadcasting the notice and

1093 the agenda on a closed-circuit cable television system serving  
1094 the cooperative association. However, if broadcast notice is  
1095 used in lieu of a posted notice, the notice and agenda must be  
1096 broadcast at least four times every broadcast hour of each day  
1097 that a posted notice is otherwise required under this section.  
1098 If broadcast notice is provided, the notice and agenda must be  
1099 broadcast in a manner and for a sufficient continuous length of  
1100 time to allow an average reader to observe the notice and read  
1101 and comprehend the entire content of the notice and the agenda.  
1102 Unless a unit owner waives in writing the right to receive  
1103 notice of the annual meeting, the notice of the annual meeting  
1104 must be sent by mail, hand delivered, or electronically  
1105 transmitted to each unit owner. An officer of the association  
1106 must provide an affidavit or United States Postal Service  
1107 certificate of mailing, to be included in the official records  
1108 of the association, affirming that notices of the association  
1109 meeting were mailed, hand delivered, or electronically  
1110 transmitted, in accordance with this provision, to each unit  
1111 owner at the address last furnished to the association.

1112 1. The board of administration shall be elected by written  
1113 ballot or voting machine. A proxy may not be used in electing  
1114 the board of administration in general elections or elections to  
1115 fill vacancies caused by recall, resignation, or otherwise  
1116 unless otherwise provided in this chapter. At least 60 days  
1117 before a scheduled election, the association shall mail,  
1118 deliver, or transmit, whether by separate association mailing,  
1119 delivery, or electronic transmission or included in another  
1120 association mailing, delivery, or electronic transmission,



1121 including regularly published newsletters, to each unit owner  
1122 entitled to vote, a first notice of the date of the election.  
1123 Any unit owner or other eligible person desiring to be a  
1124 candidate for the board of administration must give written  
1125 notice to the association at least 40 days before a scheduled  
1126 election. Together with the written notice and agenda as set  
1127 forth in this section, the association shall mail, deliver, or  
1128 electronically transmit a second notice of election to all unit  
1129 owners entitled to vote, together with a ballot that ~~which~~ lists  
1130 all candidates. Upon request of a candidate, the association  
1131 shall include an information sheet, no larger than 8 1/2 inches  
1132 by 11 inches, which must be furnished by the candidate at least  
1133 35 days before the election, to be included with the mailing,  
1134 delivery, or electronic transmission of the ballot, with the  
1135 costs of mailing, delivery, or transmission and copying to be  
1136 borne by the association. The association is not liable for the  
1137 contents of the information sheets provided by the candidates.  
1138 In order to reduce costs, the association may print or duplicate  
1139 the information sheets on both sides of the paper. The division  
1140 shall by rule establish voting procedures consistent with this  
1141 subparagraph, including rules establishing procedures for giving  
1142 notice by electronic transmission and rules providing for the  
1143 secrecy of ballots. Elections shall be decided by a plurality of  
1144 those ballots cast. There is no quorum requirement. However, at  
1145 least 20 percent of the eligible voters must cast a ballot in  
1146 order to have a valid election. A unit owner may not permit any  
1147 other person to vote his or her ballot, and any such ballots  
1148 improperly cast are invalid. A unit owner who needs assistance

1149 in casting the ballot for the reasons stated in s. 101.051 may  
1150 obtain assistance in casting the ballot. Any unit owner  
1151 violating this provision may be fined by the association in  
1152 accordance with s. 719.303. The regular election must occur on  
1153 the date of the annual meeting. This subparagraph does not apply  
1154 to timeshare cooperatives. Notwithstanding this subparagraph, an  
1155 election and balloting are not required unless more candidates  
1156 file a notice of intent to run or are nominated than vacancies  
1157 exist on the board. Any challenge to the election process must  
1158 be commenced within 60 days after the election results are  
1159 announced.

1160 2. Any approval by unit owners called for by this chapter,  
1161 or the applicable cooperative documents, must be made at a duly  
1162 noticed meeting of unit owners and is subject to this chapter or  
1163 the applicable cooperative documents relating to unit owner  
1164 decisionmaking, except that unit owners may take action by  
1165 written agreement, without meetings, on matters for which action  
1166 by written agreement without meetings is expressly allowed by  
1167 the applicable cooperative documents or law which provides for  
1168 the unit owner action.

1169 3. Unit owners may waive notice of specific meetings if  
1170 allowed by the applicable cooperative documents or law. If  
1171 authorized by the bylaws, notice of meetings of the board of  
1172 administration, shareholder meetings, except shareholder  
1173 meetings called to recall board members under paragraph (f), and  
1174 committee meetings may be given by electronic transmission to  
1175 unit owners who consent to receive notice by electronic  
1176 transmission.

1177 4. Unit owners have the right to participate in meetings  
1178 of unit owners with reference to all designated agenda items.  
1179 However, the association may adopt reasonable rules governing  
1180 the frequency, duration, and manner of unit owner participation.

1181 5. Any unit owner may tape record or videotape meetings of  
1182 the unit owners subject to reasonable rules adopted by the  
1183 division.

1184 6. Unless otherwise provided in the bylaws, a vacancy  
1185 occurring on the board before the expiration of a term may be  
1186 filled by the affirmative vote of the majority of the remaining  
1187 directors, even if the remaining directors constitute less than  
1188 a quorum, or by the sole remaining director. In the alternative,  
1189 a board may hold an election to fill the vacancy, in which case  
1190 the election procedures must conform to the requirements of  
1191 subparagraph 1. unless the association has opted out of the  
1192 statutory election process, in which case the bylaws of the  
1193 association control. Unless otherwise provided in the bylaws, a  
1194 board member appointed or elected under this subparagraph shall  
1195 fill the vacancy for the unexpired term of the seat being  
1196 filled. Filling vacancies created by recall is governed by  
1197 paragraph (f) and rules adopted by the division.

1198  
1199 Notwithstanding subparagraphs (b)2. and (d)1., an association  
1200 may, by the affirmative vote of a majority of the total voting  
1201 interests, provide for a different voting and election procedure  
1202 in its bylaws, which vote may be by a proxy specifically  
1203 delineating the different voting and election procedures. The  
1204 different voting and election procedures may provide for

1205 elections to be conducted by limited or general proxy.

1206 (f) Recall of board members.—Subject to ~~the provisions of~~  
 1207 s. 719.301, any member of the board of administration may be  
 1208 recalled and removed from office with or without cause by the  
 1209 vote or agreement in writing by a majority of all the voting  
 1210 interests. A special meeting of the voting interests to recall  
 1211 any member of the board of administration may be called by 10  
 1212 percent of the unit owners giving notice of the meeting as  
 1213 required for a meeting of unit owners, and the notice shall  
 1214 state the purpose of the meeting. Electronic transmission may  
 1215 not be used as a method of giving notice of a meeting called in  
 1216 whole or in part for this purpose.

1217 1. If the recall is approved by a majority of all voting  
 1218 interests by a vote at a meeting, the recall shall be effective  
 1219 as provided in this paragraph herein. The board shall duly  
 1220 notice and hold a board meeting within 5 full business days  
 1221 after ~~of~~ the adjournment of the unit owner meeting to recall one  
 1222 or more board members. At the meeting, the board shall either  
 1223 certify the recall, in which case such member or members shall  
 1224 be recalled effective immediately and shall turn over to the  
 1225 board within 5 full business days any and all records and  
 1226 property of the association in their possession, or shall  
 1227 proceed as set forth in subparagraph 3.

1228 2. If the proposed recall is by an agreement in writing by  
 1229 a majority of all voting interests, the agreement in writing or  
 1230 a copy thereof shall be served on the association by certified  
 1231 mail or by personal service in the manner authorized by chapter  
 1232 48 and the Florida Rules of Civil Procedure. The board of

1233 administration shall duly notice and hold a meeting of the board  
1234 within 5 full business days after receipt of the agreement in  
1235 writing. At the meeting, the board shall either certify the  
1236 written agreement to recall members of the board, in which case  
1237 such members shall be recalled effective immediately and shall  
1238 turn over to the board, within 5 full business days, any and all  
1239 records and property of the association in their possession, or  
1240 proceed as described in subparagraph 3.

1241 3. If the board determines not to certify the written  
1242 agreement to recall members of the board, or does not certify  
1243 the recall by a vote at a meeting, the board shall, within 5  
1244 full business days after the board meeting, file with the  
1245 division a petition for binding arbitration pursuant to the  
1246 procedures of s. 719.1255. For purposes of this paragraph, the  
1247 unit owners who voted at the meeting or who executed the  
1248 agreement in writing shall constitute one party under the  
1249 petition for arbitration. If the arbitrator certifies the recall  
1250 as to any member of the board, the recall shall be effective  
1251 upon mailing of the final order of arbitration to the  
1252 association. If the association fails to comply with the order  
1253 of the arbitrator, the division may take action pursuant to s.  
1254 719.501. Any member so recalled shall deliver to the board any  
1255 and all records and property of the association in the member's  
1256 possession within 5 full business days after ~~of~~ the effective  
1257 date of the recall.

1258 4. If the board fails to duly notice and hold a board  
1259 meeting within 5 full business days after ~~of~~ service of an  
1260 agreement in writing or within 5 full business days after ~~of~~ the

1261 adjournment of the unit owner recall meeting, the recall shall  
1262 be deemed effective and the board members so recalled shall  
1263 immediately turn over to the board any and all records and  
1264 property of the association.

1265 5. If the board fails to duly notice and hold the required  
1266 meeting or fails to file the required petition, the unit owner  
1267 representative may file a petition pursuant to s. 719.1255  
1268 challenging the board's failure to act. The petition must be  
1269 filed within 60 days after the expiration of the applicable 5-  
1270 full-business-day period. The review of a petition under this  
1271 subparagraph is limited to the sufficiency of service on the  
1272 board and the facial validity of the written agreement or  
1273 ballots filed.

1274 ~~6.5.~~ If a vacancy occurs on the board as a result of a  
1275 recall and less than a majority of the board members are  
1276 removed, the vacancy may be filled by the affirmative vote of a  
1277 majority of the remaining directors, notwithstanding any  
1278 provision to the contrary contained in this chapter. If  
1279 vacancies occur on the board as a result of a recall and a  
1280 majority or more of the board members are removed, the vacancies  
1281 shall be filled in accordance with procedural rules to be  
1282 adopted by the division, which rules need not be consistent with  
1283 this chapter. The rules must provide procedures governing the  
1284 conduct of the recall election as well as the operation of the  
1285 association during the period after a recall but prior to the  
1286 recall election.

1287 7. A board member who has been recalled may file a  
1288 petition pursuant to s. 719.1255 challenging the validity of a

1289 recall. The petition must be filed within 60 days after the  
 1290 recall is deemed certified. The association and the unit owner  
 1291 representative shall be named as the respondents.

1292 8. The division may not accept for filing a recall  
 1293 petition, whether filed pursuant to subparagraph 1.,  
 1294 subparagraph 2., subparagraph 5., or subparagraph 7. and  
 1295 regardless of whether the recall was certified, when there are  
 1296 60 or fewer days until the scheduled reelection of the board  
 1297 member sought to be recalled or when 60 or fewer days have not  
 1298 elapsed since the election of the board member sought to be  
 1299 recalled.

1300 Section 14. Section 719.108, Florida Statutes, is amended  
 1301 to read:

1302 719.108 Rents and assessments; liability; lien and  
 1303 priority; interest; collection; cooperative ownership.—

1304 (1) A unit owner, regardless of how title is acquired,  
 1305 including, without limitation, a purchaser at a judicial sale,  
 1306 is shall be liable for all rents and assessments coming due  
 1307 while the unit owner owns the unit ~~is in exclusive possession of~~  
 1308 ~~a unit. Additionally, a~~ In a voluntary transfer, the unit owner  
 1309 ~~is in exclusive possession shall be~~ jointly and severally liable  
 1310 with the previous unit owner for all unpaid rents and  
 1311 assessments, late fees, interest, costs, and reasonable attorney  
 1312 fees incurred in an attempt to collect all such amounts that  
 1313 came due against the previous unit owner for his or her share of  
 1314 the common expenses up to the time of the transfer of title.  
 1315 This liability is, without prejudice to the rights of the  
 1316 present unit owner ~~in exclusive possession~~ to recover from the

1317 previous unit owner any ~~the~~ amounts paid by the present unit  
1318 owner ~~in exclusive possession therefor~~.

1319 (2) The liability for rents and assessments may not be  
1320 avoided by waiver of the use or enjoyment of any common areas or  
1321 by abandonment of the unit for which the rents and assessments  
1322 are made.

1323 (3) Notwithstanding any other provision of this section,  
1324 the liability of a first mortgagee or its successor or assignees  
1325 who acquire title to a unit by foreclosure or by deed in lieu of  
1326 foreclosure for the unpaid assessments that became due before  
1327 the mortgagee's acquisition of title is limited to the lesser  
1328 of:

1329 (a) The unit's unpaid common expenses and regular periodic  
1330 or special assessments which accrued or came due during the 12  
1331 months immediately preceding the acquisition of title and for  
1332 which payment in full has not been received by the association;  
1333 or

1334 (b) One percent of the original mortgage debt. This  
1335 paragraph applies only if the first mortgagee joined the  
1336 association as a defendant in the foreclosure action. Joinder of  
1337 the association is not required if, on the date the complaint is  
1338 filed, the association was dissolved or did not maintain an  
1339 office or agent for service of process at a location that was  
1340 known to or reasonably discoverable by the mortgagee.

1341 (4) The person acquiring title shall pay the amount owed  
1342 to the association within 30 days after transfer of title.  
1343 Failure to pay the full amount when due entitles the association  
1344 to record a claim of lien against the parcel and proceed in the



1345 same manner as provided in this section for the collection of  
 1346 unpaid assessments.

1347 (5)~~(3)~~ Rents and assessments, and installments on them,  
 1348 not paid when due bear interest at the rate provided in the  
 1349 cooperative documents from the date due until paid. This rate  
 1350 may not exceed the rate allowed by law and, if a rate is not  
 1351 provided in the cooperative documents, accrues at 18 percent per  
 1352 annum. If the cooperative documents or bylaws so provide, the  
 1353 association may charge an administrative late fee in addition to  
 1354 such interest, not to exceed the greater of \$25 or 5 percent of  
 1355 each installment of the assessment for each delinquent  
 1356 installment that the payment is late. Any payment received by an  
 1357 association must be applied first to any interest accrued by the  
 1358 association, then to any administrative late fee, then to any  
 1359 costs and reasonable attorney ~~attorney's~~ fees incurred in  
 1360 collection, and then to the delinquent assessment. The foregoing  
 1361 applies notwithstanding any restrictive endorsement,  
 1362 designation, or instruction placed on or accompanying a payment.  
 1363 A late fee is not subject to chapter 687 or s. 719.303(4).

1364 (6)~~(4)~~ The association has a lien on each cooperative  
 1365 parcel for any unpaid rents and assessments, plus interest, and  
 1366 any authorized administrative late fees. If authorized by the  
 1367 cooperative documents, the lien also secures reasonable attorney  
 1368 ~~attorney's~~ fees incurred by the association incident to the  
 1369 collection of the rents and assessments or enforcement of such  
 1370 lien. The lien is effective from and after recording a claim of  
 1371 lien in the public records in the county in which the  
 1372 cooperative parcel is located which states the description of

1373 the cooperative parcel, the name of the unit owner, the amount  
 1374 due, and the due dates. The lien expires if a claim of lien is  
 1375 not filed within 1 year after the date the assessment was due,  
 1376 and the lien does not continue for longer than 1 year after the  
 1377 claim of lien has been recorded unless, within that time, an  
 1378 action to enforce the lien is commenced. Except as otherwise  
 1379 provided in this chapter, a lien may not be filed by the  
 1380 association against a cooperative parcel until 30 days after the  
 1381 date on which a notice of intent to file a lien has been  
 1382 delivered to the owner.

1383 (a) The notice must be sent to the unit owner at the  
 1384 address of the unit by first-class United States mail and:

1385 1. If the most recent address of the unit owner on the  
 1386 records of the association is the address of the unit, the  
 1387 notice must be sent by registered or certified mail, return  
 1388 receipt requested, to the unit owner at the address of the unit.

1389 2. If the most recent address of the unit owner on the  
 1390 records of the association is in the United States, but is not  
 1391 the address of the unit, the notice must be sent by registered  
 1392 or certified mail, return receipt requested, to the unit owner  
 1393 at his or her most recent address.

1394 3. If the most recent address of the unit owner on the  
 1395 records of the association is not in the United States, the  
 1396 notice must be sent by first-class United States mail to the  
 1397 unit owner at his or her most recent address.

1398 (b) A notice that is sent pursuant to this subsection is  
 1399 deemed delivered upon mailing.

1400 (7)~~(5)~~ Liens for rents and assessments may be foreclosed

1401 by suit brought in the name of the association, in like manner  
 1402 as a foreclosure of a mortgage on real property. In any  
 1403 foreclosure, the unit owner shall pay a reasonable rental for  
 1404 the cooperative parcel, if so provided in the cooperative  
 1405 documents, and the plaintiff in the foreclosure is entitled to  
 1406 the appointment of a receiver to collect the rent. The  
 1407 association has the power, unless prohibited by the cooperative  
 1408 documents, to bid on the cooperative parcel at the foreclosure  
 1409 sale and to acquire and hold, lease, mortgage, or convey it.  
 1410 Suit to recover a money judgment for unpaid rents and  
 1411 assessments may be maintained without waiving the lien securing  
 1412 them.

1413 (8)~~(6)~~ Within 15 days after request by a unit owner or  
 1414 mortgagee, the association shall provide a certificate stating  
 1415 all assessments and other moneys owed to the association by the  
 1416 unit owner with respect to the cooperative parcel. Any person  
 1417 other than the unit owner who relies upon such certificate shall  
 1418 be protected thereby. Notwithstanding any limitation on transfer  
 1419 fees contained in s. 719.106(1)(i), the association or its  
 1420 authorized agent may charge a reasonable fee for the preparation  
 1421 of the certificate.

1422 (9)~~(7)~~ The remedies provided in this section do not  
 1423 exclude other remedies provided by the cooperative documents and  
 1424 permitted by law.

1425 (10)~~(8)~~(a) A ~~No~~ unit owner may not be excused from the  
 1426 payment of his or her share of the rents or assessments of a  
 1427 cooperative unless all unit owners are likewise proportionately  
 1428 excused from payment, except as provided in subsection (8) ~~(6)~~

1429 and in the following cases:

1430       1. If the cooperative documents so provide, a developer or  
1431 other person owning cooperative units offered for sale may be  
1432 excused from the payment of the share of the common expenses,  
1433 assessments, and rents related to those units for a stated  
1434 period of time. The period must terminate no later than the  
1435 first day of the fourth calendar month following the month in  
1436 which the right of exclusive possession is first granted to a  
1437 unit owner. However, the developer must pay the portion of  
1438 common expenses incurred during that period which exceed the  
1439 amount assessed against other unit owners.

1440       2. A developer, or other person with an ownership interest  
1441 in cooperative units or having an obligation to pay common  
1442 expenses, may be excused from the payment of his or her share of  
1443 the common expenses which would have been assessed against those  
1444 units during the period of time that he or she shall have  
1445 guaranteed to each purchaser in the purchase contract or in the  
1446 cooperative documents, or by agreement between the developer and  
1447 a majority of the unit owners other than the developer, that the  
1448 assessment for common expenses of the cooperative imposed upon  
1449 the unit owners would not increase over a stated dollar amount  
1450 and shall have obligated himself or herself to pay any amount of  
1451 common expenses incurred during that period and not produced by  
1452 the assessments at the guaranteed level receivable from other  
1453 unit owners.

1454       (b) If the purchase contract, cooperative documents, or  
1455 agreement between the developer and a majority of unit owners  
1456 other than the developer provides for the developer or another

1457 person to be excused from the payment of assessments pursuant to  
1458 paragraph (a), ~~no~~ funds receivable from unit owners payable to  
1459 the association or collected by the developer on behalf of the  
1460 association, other than regular periodic assessments for common  
1461 expenses as provided in the cooperative documents and disclosed  
1462 in the estimated operating budget pursuant to s. 719.503(1)(b)6.  
1463 or s. 719.504(20)(b), may not be used for payment of common  
1464 expenses prior to the expiration of the period during which the  
1465 developer or other person is so excused. This restriction  
1466 applies to funds including, but not limited to, capital  
1467 contributions or startup funds collected from unit purchasers at  
1468 closing.

1469 (11)~~(9)~~ The specific purposes of any special assessment,  
1470 including any contingent special assessment levied in  
1471 conjunction with the purchase of an insurance policy authorized  
1472 by s. 719.104(3), approved in accordance with the cooperative  
1473 documents shall be set forth in a written notice of such  
1474 assessment sent or delivered to each unit owner. The funds  
1475 collected pursuant to a special assessment may ~~shall~~ be used  
1476 only for the specific purpose or purposes set forth in such  
1477 notice or returned to the unit owners. However, upon completion  
1478 of such specific purposes, any excess funds shall be considered  
1479 common surplus and may, at the discretion of the board, either  
1480 be returned to the unit owners or applied as a credit toward  
1481 future assessments.

1482 (12)~~(10)~~(a) If the unit is occupied by a tenant and the  
1483 unit owner is delinquent in paying any monetary obligation due  
1484 to the association, the association may make a written demand

1485 that the tenant pay to the association the subsequent rental  
1486 payments and continue to make such payments until all monetary  
1487 obligations of the unit owner related to the unit have been paid  
1488 in full to the association. The tenant must pay the monetary  
1489 obligations to the association until the association releases  
1490 the tenant or the tenant discontinues tenancy in the unit.

1491 1. The association must provide the tenant a notice, by  
1492 hand delivery or United States mail, in substantially the  
1493 following form:

1494  
1495 Pursuant to section 719.108(12) ~~719.108(10)~~, Florida  
1496 Statutes, we demand that you make your rent payments  
1497 directly to the cooperative association and continue doing  
1498 so until the association notifies you otherwise.

1499  
1500 Payment due the cooperative association may be in the same  
1501 form as you paid your landlord and must be sent by United  
1502 States mail or hand delivery to ...(full address)...,  
1503 payable to ...(name)....

1504  
1505 Your obligation to pay your rent to the association begins  
1506 immediately, unless you have already paid rent to your  
1507 landlord for the current period before receiving this  
1508 notice. In that case, you must provide the association  
1509 written proof of your payment within 14 days after  
1510 receiving this notice and your obligation to pay rent to  
1511 the association would then begin with the next rental  
1512 period.

1513  
1514 Pursuant to section 719.108(12) ~~719.108(10)~~, Florida  
1515 Statutes, your payment of rent to the association gives you  
1516 complete immunity from any claim for the rent by your  
1517 landlord.

1518  
1519 2. The association must mail written notice to the unit  
1520 owner of the association's demand that the tenant make payments  
1521 to the association.

1522 3. The association shall, upon request, provide the tenant  
1523 with written receipts for payments made.

1524 4. A tenant is immune from any claim by the landlord or  
1525 unit owner related to the rent timely paid to the association  
1526 after the association has made written demand.

1527 (b) If the tenant paid rent to the landlord or unit owner  
1528 for a given rental period before receiving the demand from the  
1529 association and provides written evidence to the association of  
1530 having paid the rent within 14 days after receiving the demand,  
1531 the tenant shall begin making rental payments to the association  
1532 for the following rental period and shall continue making rental  
1533 payments to the association to be credited against the monetary  
1534 obligations of the unit owner until the association releases the  
1535 tenant or the tenant discontinues tenancy in the unit.

1536 (c) The liability of the tenant may not exceed the amount  
1537 due from the tenant to the tenant's landlord. The tenant's  
1538 landlord shall provide the tenant a credit against rents due to  
1539 the landlord in the amount of moneys paid to the association.

1540 (d) The association may issue notice under s. 83.56 and

1541 sue for eviction under ss. 83.59-83.625 as if the association  
 1542 were a landlord under part II of chapter 83 if the tenant fails  
 1543 to pay a required payment to the association after written  
 1544 demand has been made to the tenant. However, the association is  
 1545 not otherwise considered a landlord under chapter 83 and  
 1546 specifically has no obligations under s. 83.51.

1547 (e) The tenant does not, by virtue of payment of monetary  
 1548 obligations to the association, have any of the rights of a unit  
 1549 owner to vote in any election or to examine the books and  
 1550 records of the association.

1551 (f) A court may supersede the effect of this subsection by  
 1552 appointing a receiver.

1553 Section 15. Paragraph (a) of subsection (3) and subsection  
 1554 (5) of section 719.303, Florida Statutes, are amended to read:

1555 719.303 Obligations of owners.—

1556 (3) The association may levy reasonable fines for failure  
 1557 of the unit owner or the unit's occupant, licensee, or invitee  
 1558 to comply with any provision of the cooperative documents or  
 1559 reasonable rules of the association. A fine may not become a  
 1560 lien against a unit. A fine may be levied on the basis of each  
 1561 day of a continuing violation, with a single notice and  
 1562 opportunity for hearing. However, the fine may not exceed \$100  
 1563 per violation, or \$1,000 in the aggregate.

1564 (a) An association may suspend, for a reasonable period of  
 1565 time, the right of a unit owner, or a unit owner's tenant,  
 1566 guest, or invitee, to use the common elements, common  
 1567 facilities, or any other association property for failure to  
 1568 comply with any provision of the cooperative documents or



1569 | reasonable rules of the association. This paragraph does not  
 1570 | apply to limited common elements intended to be used only by  
 1571 | that unit, common elements needed to access the unit, utility  
 1572 | services provided to the unit, parking spaces, or elevators.

1573 | (5) An association may suspend the voting rights of a unit  
 1574 | or member due to nonpayment of any monetary obligation due ~~to~~  
 1575 | the association which is more than 90 days delinquent. ~~A voting~~  
 1576 | ~~interest or consent right allocated to a unit or member which~~  
 1577 | ~~has been suspended by the association may not be counted towards~~  
 1578 | ~~the total number of voting interests for any purpose, including,~~  
 1579 | ~~but not limited to, the number of voting interests necessary to~~  
 1580 | ~~constitute a quorum, the number of voting interests required to~~  
 1581 | ~~conduct an election, or the number of voting interests required~~  
 1582 | ~~to approve an action under this chapter or pursuant to the~~  
 1583 | ~~cooperative documents, articles of incorporation, or bylaws. The~~  
 1584 | suspension ends upon full payment of all obligations currently  
 1585 | due or overdue the association. The notice and hearing  
 1586 | requirements under subsection (3) do not apply to a suspension  
 1587 | imposed under this subsection.

1588 | Section 16. Paragraph (c) of subsection (5) and subsection  
 1589 | (10) of section 720.303, Florida Statutes, are amended to read:

1590 | 720.303 Association powers and duties; meetings of board;  
 1591 | official records; budgets; financial reporting; association  
 1592 | funds; recalls.—

1593 | (5) INSPECTION AND COPYING OF RECORDS.—The official  
 1594 | records shall be maintained within the state and must be open to  
 1595 | inspection and available for photocopying by members or their  
 1596 | authorized agents at reasonable times and places within 10

1597 business days after receipt of a written request for access.  
1598 This subsection may be complied with by having a copy of the  
1599 official records available for inspection or copying in the  
1600 community. If the association has a photocopy machine available  
1601 where the records are maintained, it must provide parcel owners  
1602 with copies on request during the inspection if the entire  
1603 request is limited to no more than 25 pages.

1604 (c) The association may adopt reasonable written rules  
1605 governing the frequency, time, location, notice, records to be  
1606 inspected, and manner of inspections, but may not require a  
1607 parcel owner to demonstrate any proper purpose for the  
1608 inspection, state any reason for the inspection, or limit a  
1609 parcel owner's right to inspect records to less than one 8-hour  
1610 business day per month. The association may impose fees to cover  
1611 the costs of providing copies of the official records,  
1612 including, without limitation, the costs of copying. The  
1613 association may charge up to 50 cents per page for copies made  
1614 on the association's photocopier. If the association does not  
1615 have a photocopy machine available where the records are kept,  
1616 or if the records requested to be copied exceed 25 pages in  
1617 length, the association may have copies made by an outside  
1618 vendor or association management company personnel and may  
1619 charge the actual cost of copying, including any reasonable  
1620 costs involving personnel fees and charges at an hourly rate for  
1621 vendor or employee time to cover administrative costs to the  
1622 vendor or association. The association shall maintain an  
1623 adequate number of copies of the recorded governing documents,  
1624 to ensure their availability to members and prospective members.

1625 Notwithstanding this paragraph, the following records are not  
1626 accessible to members or parcel owners:

1627 1. Any record protected by the lawyer-client privilege as  
1628 described in s. 90.502 and any record protected by the work-  
1629 product privilege, including, but not limited to, a record  
1630 prepared by an association attorney or prepared at the  
1631 attorney's express direction which reflects a mental impression,  
1632 conclusion, litigation strategy, or legal theory of the attorney  
1633 or the association and which was prepared exclusively for civil  
1634 or criminal litigation or for adversarial administrative  
1635 proceedings or which was prepared in anticipation of such  
1636 litigation or proceedings until the conclusion of the litigation  
1637 or proceedings.

1638 2. Information obtained by an association in connection  
1639 with the approval of the lease, sale, or other transfer of a  
1640 parcel.

1641 3. Personnel records of association or management company  
1642 ~~the association's~~ employees, including, but not limited to,  
1643 disciplinary, payroll, health, and insurance records. For  
1644 purposes of this subparagraph, the term "personnel records" does  
1645 not include written employment agreements with an association or  
1646 management company employee or budgetary or financial records  
1647 that indicate the compensation paid to an association or  
1648 management company employee.

1649 4. Medical records of parcel owners or community  
1650 residents.

1651 5. Social security numbers, driver ~~driver's~~ license  
1652 numbers, credit card numbers, electronic mailing addresses,

1653 telephone numbers, facsimile numbers, emergency contact  
1654 information, any addresses for a parcel owner other than as  
1655 provided for association notice requirements, and other personal  
1656 identifying information of any person, excluding the person's  
1657 name, parcel designation, mailing address, and property address.  
1658 However, an owner may consent in writing to the disclosure of  
1659 protected information described in this subparagraph. The  
1660 association is not liable for the disclosure of information that  
1661 is protected under this subparagraph if the information is  
1662 included in an official record of the association and is  
1663 voluntarily provided by an owner and not requested by the  
1664 association.

1665         6. Any electronic security measure that is used by the  
1666 association to safeguard data, including passwords.

1667         7. The software and operating system used by the  
1668 association which allows the manipulation of data, even if the  
1669 owner owns a copy of the same software used by the association.  
1670 The data is part of the official records of the association.

1671         (10) RECALL OF DIRECTORS.—

1672             (a)1. Regardless of any provision to the contrary  
1673 contained in the governing documents, subject to the provisions  
1674 of s. 720.307 regarding transition of association control, any  
1675 member of the board of directors may be recalled and removed  
1676 from office with or without cause by a majority of the total  
1677 voting interests.

1678         2. When the governing documents, including the  
1679 declaration, articles of incorporation, or bylaws, provide that  
1680 only a specific class of members is entitled to elect a board

1681 director or directors, only that class of members may vote to  
 1682 recall those board directors so elected.

1683 (b)1. Board directors may be recalled by an agreement in  
 1684 writing or by written ballot without a membership meeting. The  
 1685 agreement in writing or the written ballots, or a copy thereof,  
 1686 shall be served on the association by certified mail or by  
 1687 personal service in the manner authorized by chapter 48 and the  
 1688 Florida Rules of Civil Procedure.

1689 2. The board shall duly notice and hold a meeting of the  
 1690 board within 5 full business days after receipt of the agreement  
 1691 in writing or written ballots. At the meeting, the board shall  
 1692 either certify the written ballots or written agreement to  
 1693 recall a director or directors of the board, in which case such  
 1694 director or directors shall be recalled effective immediately  
 1695 and shall turn over to the board within 5 full business days any  
 1696 and all records and property of the association in their  
 1697 possession, or proceed as described in paragraph (d).

1698 3. When it is determined by the department pursuant to  
 1699 binding arbitration proceedings that an initial recall effort  
 1700 was defective, written recall agreements or written ballots used  
 1701 in the first recall effort and not found to be defective may be  
 1702 reused in one subsequent recall effort. However, in no event is  
 1703 a written agreement or written ballot valid for more than 120  
 1704 days after it has been signed by the member.

1705 4. Any rescission or revocation of a member's written  
 1706 recall ballot or agreement must be in writing and, in order to  
 1707 be effective, must be delivered to the association before the  
 1708 association is served with the written recall agreements or

1709 ballots.

1710         5. The agreement in writing or ballot shall list at least  
1711 as many possible replacement directors as there are directors  
1712 subject to the recall, when at least a majority of the board is  
1713 sought to be recalled; the person executing the recall  
1714 instrument may vote for as many replacement candidates as there  
1715 are directors subject to the recall.

1716         (c)1. If the declaration, articles of incorporation, or  
1717 bylaws specifically provide, the members may also recall and  
1718 remove a board director or directors by a vote taken at a  
1719 meeting. If so provided in the governing documents, a special  
1720 meeting of the members to recall a director or directors of the  
1721 board of administration may be called by 10 percent of the  
1722 voting interests giving notice of the meeting as required for a  
1723 meeting of members, and the notice shall state the purpose of  
1724 the meeting. Electronic transmission may not be used as a method  
1725 of giving notice of a meeting called in whole or in part for  
1726 this purpose.

1727         2. The board shall duly notice and hold a board meeting  
1728 within 5 full business days after the adjournment of the member  
1729 meeting to recall one or more directors. At the meeting, the  
1730 board shall certify the recall, in which case such member or  
1731 members shall be recalled effective immediately and shall turn  
1732 over to the board within 5 full business days any and all  
1733 records and property of the association in their possession, or  
1734 shall proceed as set forth in subparagraph (d).

1735         (d) If the board determines not to certify the written  
1736 agreement or written ballots to recall a director or directors

1737 of the board or does not certify the recall by a vote at a  
1738 meeting, the board shall, within 5 full business days after the  
1739 meeting, file with the department a petition for binding  
1740 arbitration pursuant to the applicable procedures in ss.  
1741 718.112(2)(j) and 718.1255 and the rules adopted thereunder. For  
1742 the purposes of this section, the members who voted at the  
1743 meeting or who executed the agreement in writing shall  
1744 constitute one party under the petition for arbitration. If the  
1745 arbitrator certifies the recall as to any director or directors  
1746 of the board, the recall will be effective upon mailing of the  
1747 final order of arbitration to the association. The director or  
1748 directors so recalled shall deliver to the board any and all  
1749 records of the association in their possession within 5 full  
1750 business days after the effective date of the recall.

1751 (e) If a vacancy occurs on the board as a result of a  
1752 recall and less than a majority of the board directors are  
1753 removed, the vacancy may be filled by the affirmative vote of a  
1754 majority of the remaining directors, notwithstanding any  
1755 provision to the contrary contained in this subsection or in the  
1756 association documents. If vacancies occur on the board as a  
1757 result of a recall and a majority or more of the board directors  
1758 are removed, the vacancies shall be filled by members voting in  
1759 favor of the recall; if removal is at a meeting, any vacancies  
1760 shall be filled by the members at the meeting. If the recall  
1761 occurred by agreement in writing or by written ballot, members  
1762 may vote for replacement directors in the same instrument in  
1763 accordance with procedural rules adopted by the division, which  
1764 rules need not be consistent with this subsection.

1765 (f) If the board fails to duly notice and hold a board  
 1766 meeting within 5 full business days after service of an  
 1767 agreement in writing or within 5 full business days after the  
 1768 adjournment of the member recall meeting, the recall shall be  
 1769 deemed effective and the board directors so recalled shall  
 1770 immediately turn over to the board all records and property of  
 1771 the association.

1772 (g) If the board fails to duly notice and hold the  
 1773 required meeting or fails to file the required petition, the  
 1774 unit owner representative may file a petition pursuant to s.  
 1775 718.1255 challenging the board's failure to act. The petition  
 1776 must be filed within 60 days after the expiration of the  
 1777 applicable 5-full-business-day period. The review of a petition  
 1778 under this paragraph is limited to the sufficiency of service on  
 1779 the board and the facial validity of the written agreement or  
 1780 ballots filed.

1781 (h)~~(g)~~ If a director who is removed fails to relinquish  
 1782 his or her office or turn over records as required under this  
 1783 section, the circuit court in the county where the association  
 1784 maintains its principal office may, upon the petition of the  
 1785 association, summarily order the director to relinquish his or  
 1786 her office and turn over all association records upon  
 1787 application of the association.

1788 (i)~~(h)~~ The minutes of the board meeting at which the board  
 1789 decides whether to certify the recall are an official  
 1790 association record. The minutes must record the date and time of  
 1791 the meeting, the decision of the board, and the vote count taken  
 1792 on each board member subject to the recall. In addition, when



1793 the board decides not to certify the recall, as to each vote  
1794 rejected, the minutes must identify the parcel number and the  
1795 specific reason for each such rejection.

1796 (j)~~(i)~~ When the recall of more than one board director is  
1797 sought, the written agreement, ballot, or vote at a meeting  
1798 shall provide for a separate vote for each board director sought  
1799 to be recalled.

1800 (k) A board member who has been recalled may file a  
1801 petition pursuant to ss. 718.112(2)(j) and 718.1255 and the  
1802 rules adopted challenging the validity of the recall. The  
1803 petition must be filed within 60 days after the recall is deemed  
1804 certified. The association and the unit owner representative  
1805 shall be named as respondents.

1806 (l) The division may not accept for filing a recall  
1807 petition, whether filed pursuant to paragraph (b), paragraph  
1808 (c), paragraph (g), or paragraph (k) and regardless of whether  
1809 the recall was certified, when there are 60 or fewer days until  
1810 the scheduled reelection of the board member sought to be  
1811 recalled or when 60 or fewer days have not elapsed since the  
1812 election of the board member sought to be recalled.

1813 Section 17. Subsections (2) and (4) of section 720.305,  
1814 Florida Statutes, are amended to read:

1815 720.305 Obligations of members; remedies at law or in  
1816 equity; levy of fines and suspension of use rights.—

1817 (2) The association may levy reasonable fines of up to  
1818 \$100 per violation against any member or any member's tenant,  
1819 guest, or invitee for the failure of the owner of the parcel or  
1820 its occupant, licensee, or invitee to comply with any provision

1821 of the declaration, the association bylaws, or reasonable rules  
1822 of the association. A fine may be levied for each day of a  
1823 continuing violation, with a single notice and opportunity for  
1824 hearing, except that the fine may not exceed \$1,000 in the  
1825 aggregate unless otherwise provided in the governing documents.  
1826 A fine of less than \$1,000 may not become a lien against a  
1827 parcel. In any action to recover a fine, the prevailing party is  
1828 entitled to reasonable attorney ~~attorney's~~ fees and costs from  
1829 the nonprevailing party as determined by the court.

1830 (a) An association may suspend, for a reasonable period of  
1831 time, the right of a member, or a member's tenant, guest, or  
1832 invitee, to use common areas and facilities for the failure of  
1833 the owner of the parcel or its occupant, licensee, or invitee to  
1834 comply with any provision of the declaration, the association  
1835 bylaws, or reasonable rules of the association. This paragraph  
1836 does not apply to that portion of common areas used to provide  
1837 access or utility services to the parcel. A suspension may not  
1838 impair the right of an owner or tenant of a parcel to have  
1839 vehicular and pedestrian ingress to and egress from the parcel,  
1840 including, but not limited to, the right to park.

1841 (b) A fine or suspension may not be imposed without at  
1842 least 14 days' notice to the person sought to be fined or  
1843 suspended and an opportunity for a hearing before a committee of  
1844 at least three members appointed by the board who are not  
1845 officers, directors, or employees of the association, or the  
1846 spouse, parent, child, brother, or sister of an officer,  
1847 director, or employee. If the committee, by majority vote, does  
1848 not approve a proposed fine or suspension, it may not be

1849 imposed. If the association imposes a fine or suspension, the  
 1850 association must provide written notice of such fine or  
 1851 suspension by mail or hand delivery to the parcel owner and, if  
 1852 applicable, to any tenant, licensee, or invitee of the parcel  
 1853 owner.

1854 (4) An association may suspend the voting rights of a  
 1855 parcel or member for the nonpayment of any monetary obligation  
 1856 due ~~to~~ the association that is more than 90 days delinquent. ~~A~~  
 1857 ~~voting interest or consent right allocated to a parcel or member~~  
 1858 ~~which has been suspended by the association may not be counted~~  
 1859 ~~towards the total number of voting interests for any purpose,~~  
 1860 ~~including, but not limited to, the number of voting interests~~  
 1861 ~~necessary to constitute a quorum, the number of voting interests~~  
 1862 ~~required to conduct an election, or the number of voting~~  
 1863 ~~interests required to approve an action under this chapter or~~  
 1864 ~~pursuant to the governing documents.~~ The notice and hearing  
 1865 requirements under subsection (2) do not apply to a suspension  
 1866 imposed under this subsection. The suspension ends upon full  
 1867 payment of all obligations currently due or overdue to the  
 1868 association.

1869 Section 18. Paragraph (d) is added to subsection (1) of  
 1870 section 720.306, Florida Statutes, and subsections (6) and (9)  
 1871 of that section are amended, to read:

1872 720.306 Meetings of members; voting and election  
 1873 procedures; amendments.—

1874 (1) QUORUM; AMENDMENTS.—

1875 (d) The Legislature finds that the procurement of  
 1876 mortgagee consent to amendments that do not affect the rights or

1877 interests of mortgagees is an unreasonable and substantial  
1878 logistical and financial burden on the parcel owners and that  
1879 there is a compelling state interest in enabling the members of  
1880 an association to approve amendments to the association's  
1881 governing documents through legal means. Accordingly, and  
1882 notwithstanding any provision to the contrary contained in this  
1883 paragraph:

1884 1. As to any mortgage recorded on or after July 1, 2012,  
1885 any provision in the association's governing documents that  
1886 requires the consent or joinder of some or all mortgagees of  
1887 parcels or any other portion of the association's common areas  
1888 to amend the association's governing documents or for any other  
1889 matter is enforceable only as to amendments to the association's  
1890 governing documents that adversely affect the priority of the  
1891 mortgagee's lien or the mortgagee's rights to foreclose its lien  
1892 or that otherwise materially affect the rights and interests of  
1893 the mortgagees.

1894 2. As to mortgages recorded before July 1, 2012, any  
1895 existing provisions in the association's governing documents  
1896 requiring mortgagee consent are enforceable.

1897 3. In securing consent or joinder, the association is  
1898 entitled to rely upon the public records to identify the holders  
1899 of outstanding mortgages. The association may use the address  
1900 provided in the original recorded mortgage document, unless  
1901 there is a different address for the holder of the mortgage in a  
1902 recorded assignment or modification of the mortgage, which  
1903 recorded assignment or modification must reference the official  
1904 records book and page on which the original mortgage was

1905 recorded. Once the association has identified the recorded  
1906 mortgages of record, the association shall, in writing, request  
1907 of each parcel owner whose parcel is encumbered by a mortgage of  
1908 record any information the owner has in his or her possession  
1909 regarding the name and address of the person to whom mortgage  
1910 payments are currently being made. Notice shall be sent to such  
1911 person if the address provided in the original recorded mortgage  
1912 document is different from the name and address of the mortgagee  
1913 or assignee of the mortgage as shown by the public record. The  
1914 association is deemed to have complied with this requirement by  
1915 making the written request of the parcel owners required under  
1916 this subparagraph. Any notices required to be sent to the  
1917 mortgagees under this subparagraph shall be sent to all  
1918 available addresses provided to the association.

1919 4. Any notice to the mortgagees required under  
1920 subparagraph 3. may be sent by a method that establishes proof  
1921 of delivery, and any mortgagee who fails to respond within 60  
1922 days after the date of mailing is deemed to have consented to  
1923 the amendment.

1924 5. For those amendments requiring mortgagee consent on or  
1925 after July 1, 2012, in the event mortgagee consent is provided  
1926 other than by properly recorded joinder, such consent shall be  
1927 evidenced by affidavit of the association recorded in the public  
1928 records of the county in which the declaration is recorded.

1929 6. Any amendment adopted without the required consent of a  
1930 mortgagee is voidable only by a mortgagee who was entitled to  
1931 notice and an opportunity to consent. An action to void an  
1932 amendment is subject to the statute of limitations beginning 5

1933 years after the date of discovery as to the amendments described  
 1934 in subparagraph 1. and 5 years after the date of recordation of  
 1935 the certificate of amendment for all other amendments. This  
 1936 subparagraph applies to all mortgages, regardless of the date of  
 1937 recordation of the mortgage.

1938 (6) RIGHT TO SPEAK.—Members and parcel owners have the  
 1939 right to attend all membership meetings and to speak at any  
 1940 meeting with reference to all items opened for discussion or  
 1941 included on the agenda. Notwithstanding any provision to the  
 1942 contrary in the governing documents or any rules adopted by the  
 1943 board or by the membership, a member and a parcel owner have the  
 1944 right to speak for at least 3 minutes on any item, ~~provided that~~  
 1945 ~~the member or parcel owner submits a written request to speak~~  
 1946 ~~prior to the meeting.~~ The association may adopt written  
 1947 reasonable rules governing the frequency, duration, and other  
 1948 manner of member and parcel owner statements, which rules must  
 1949 be consistent with this subsection.

1950 (9) ~~(a)~~ ELECTIONS AND BOARD VACANCIES.—

1951 (a) Elections of directors must be conducted in accordance  
 1952 with the procedures set forth in the governing documents of the  
 1953 association. All members of the association are eligible to  
 1954 serve on the board of directors, and a member may nominate  
 1955 himself or herself as a candidate for the board at a meeting  
 1956 where the election is to be held or, if the election process  
 1957 allows voting by absentee ballot, in advance of the balloting.  
 1958 Except as otherwise provided in the governing documents, boards  
 1959 of directors must be elected by a plurality of the votes cast by  
 1960 eligible voters. Any challenge to the election process must be

1961 commenced within 60 days after the election results are  
 1962 announced.

1963 (b) A person who is delinquent in the payment of any fee,  
 1964 fine, or other monetary obligation to the association for more  
 1965 than 90 days is not eligible for board membership. A person who  
 1966 has been convicted of any felony in this state or in a United  
 1967 States District or Territorial Court, or has been convicted of  
 1968 any offense in another jurisdiction which would be considered a  
 1969 felony if committed in this state, is not eligible for board  
 1970 membership unless such felon's civil rights have been restored  
 1971 for at least 5 years as of the date on which such person seeks  
 1972 election to the board. The validity of any action by the board  
 1973 is not affected if it is later determined that a member of the  
 1974 board is ineligible for board membership.

1975 (c) Any election dispute between a member and an  
 1976 association must be submitted to mandatory binding arbitration  
 1977 with the division. Such proceedings must be conducted in the  
 1978 manner provided by s. 718.1255 and the procedural rules adopted  
 1979 by the division. Unless otherwise provided in the bylaws, any  
 1980 vacancy occurring on the board before the expiration of a term  
 1981 may be filled by an affirmative vote of the majority of the  
 1982 remaining directors, even if the remaining directors constitute  
 1983 less than a quorum, or by the sole remaining director. In the  
 1984 alternative, a board may hold an election to fill the vacancy,  
 1985 in which case the election procedures must conform to the  
 1986 requirements of the governing documents. Unless otherwise  
 1987 provided in the bylaws, a board member appointed or elected  
 1988 under this section is appointed for the unexpired term of the

1989 seat being filled. Filling vacancies created by recall is  
 1990 governed by s. 720.303(10) and rules adopted by the division.

1991 Section 19. Paragraphs (b), (c), and (d) of subsection (2)  
 1992 of section 720.3085, Florida Statutes, are amended to read:

1993 720.3085 Payment for assessments; lien claims.—

1994 (2)

1995 (b) A parcel owner, regardless of how the parcel owner has  
 1996 acquired title, including, but not limited to, by purchase at a  
 1997 foreclosure sale, is liable for all assessments that come due  
 1998 while he or she is the parcel owner. Additionally, a parcel  
 1999 owner is jointly and severally liable with the previous parcel  
 2000 owner for all unpaid assessments, late fees, interest, costs,  
 2001 and reasonable attorney fees incurred by the association in an  
 2002 attempt to collect all such amounts that came due up to the time  
 2003 of transfer of title. This liability is without prejudice to any  
 2004 right the present parcel owner may have to recover ~~any amounts~~  
 2005 ~~paid by the present owner~~ from the previous owner the amounts  
 2006 paid by the present owner.

2007 (c) 1. ~~Notwithstanding anything to the contrary contained~~  
 2008 ~~in this section,~~ The liability of a first mortgagee, or its  
 2009 successors ~~successor~~ or assignees ~~assignee~~ as a subsequent  
 2010 ~~holder of the first mortgage~~ who acquire ~~acquires~~ title to a  
 2011 parcel by foreclosure or by deed in lieu of foreclosure for the  
 2012 unpaid assessments, interest, administrative late fees,  
 2013 reasonable costs and attorney fees, and any other fee, cost, or  
 2014 expense incurred in the collection process that became due  
 2015 before the mortgagee's acquisition of title is limited to, ~~shall~~  
 2016 ~~be~~ the lesser of:



2017 a.1. Only the parcel's unpaid common expenses and regular  
 2018 periodic or special assessments that accrued or came due during  
 2019 the 12 months immediately preceding the acquisition of title and  
 2020 for which payment in full has not been received by the  
 2021 association; or

2022 b.2. One percent of the original mortgage debt.

2023 2. Subparagraph 1. applies ~~The limitations on first~~  
 2024 ~~mortgagee liability provided by this paragraph apply~~ only if the  
 2025 first mortgagee ~~filed suit against the parcel owner and~~  
 2026 ~~initially~~ joined the association as a defendant in the mortgagee  
 2027 foreclosure action. Joinder of the association is not required  
 2028 if, on the date the complaint is filed, the association was  
 2029 dissolved or did not maintain an office or agent for service of  
 2030 process at a location that was known to or reasonably  
 2031 discoverable by the mortgagee.

2032 3. The first mortgagee or its successors or assignees who  
 2033 acquire title to a parcel by foreclosure or by deed in lieu of  
 2034 foreclosure are not liable for any interest, administrative late  
 2035 fee, reasonable cost or attorney fee, or any other fee, cost, or  
 2036 expense that came due prior to its acquisition of title. This  
 2037 subparagraph is intended to clarify existing law.

2038 4.(d) An association, or its successor or assignee, that  
 2039 acquires title to a parcel through the foreclosure of its lien  
 2040 for assessments is not liable for any unpaid assessments, late  
 2041 fees, interest, or reasonable attorney ~~attorney's~~ fees and costs  
 2042 that came due before the association's acquisition of title in  
 2043 favor of any other association, as defined in s. 718.103(2) or  
 2044 s. 720.301(9), which holds a ~~superior~~ lien interest on the

2045 parcel. This paragraph is intended to clarify existing law.

2046 (d) The person acquiring title shall pay the amount owed  
 2047 to the association within 30 days after transfer of title.  
 2048 Failure to pay the full amount when due entitles the association  
 2049 to record a claim of lien against the parcel for the amounts  
 2050 specified in this subsection and proceed in the same manner as  
 2051 provided in this section for the collection of the amount owed  
 2052 and any unpaid assessments coming due after the acquisition of  
 2053 title and other charges authorized by subsection (3) on any  
 2054 unpaid assessments coming due after the acquisition of title.

2055 Section 20. Subsection (3) of section 721.16, Florida  
 2056 Statutes, is amended to read:

2057 721.16 Liens for overdue assessments; liens for labor  
 2058 performed on, or materials furnished to, a timeshare unit.—

2059 (3) The lien is effective from the date of recording a  
 2060 claim of lien in the official records of the county or counties  
 2061 in which the timeshare interest is located. The claim of lien  
 2062 shall state the name of the timeshare plan and identify the  
 2063 timeshare interest for which the lien is effective, state the  
 2064 name of the purchaser, state the assessment amount due, and  
 2065 state the due dates. Notwithstanding any provision of s.  
 2066 718.116(5) or s. 719.108(6) ~~719.108(4)~~ to the contrary, the lien  
 2067 is effective until satisfied or until 5 years have expired after  
 2068 the date the claim of lien is recorded unless, within that time,  
 2069 an action to enforce the lien is commenced pursuant to  
 2070 subsection (2). A claim of lien for assessments may include only  
 2071 assessments which are due when the claim is recorded. A claim of  
 2072 lien shall be signed and acknowledged by an officer or agent of

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2073 | the managing entity. Upon full payment, the person making the  
2074 | payment is entitled to receive a satisfaction of the lien.  
2075 |       Section 21. This act shall take effect July 1, 2012.