

**The Florida Senate**  
**BILL ANALYSIS AND FISCAL IMPACT STATEMENT**

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Regulated Industries

BILL: SB 120

INTRODUCER: Senator Latvala

SUBJECT: Condominiums

DATE: January 16, 2013      REVISED: \_\_\_\_\_

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Oxamendi	Imhof	RI	<b>Pre-meeting</b>
2.	_____	_____	JU	_____
3.	_____	_____	RC	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____

**I. Summary:**

The bill amends the Florida Condominium Act to clarify that regardless of any requirement or description that a declaration of condominium may provide regarding when a condominium is created, condominium units are created when the declaration is recorded.

For the following procedural time periods, the bill substitutes the recording date of the certificate of a surveyor and mapper, or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit (known as the first unit owner deed) rather than the recording of the declaration of condominium:

- The deadline to bring an action to correct an omission or error in a declaration, which must be brought within three years of the recording of the first event;
- The beginning of the two year time period, during which the developer and unit owners, when the developer has not turned over control of the association, may vote to waive the financial reporting requirement;
- The date when the developer’s right to waive or reduce the funding of reserves expires;
- The beginning date for the 12-month period during which an association may enter into agreements for leasehold interests or membership rights before such an agreement or leasehold is considered a material alteration or substantial addition to the association property that would require a majority vote of the total voting interests or as authorized by the declaration; and
- The beginning date for the time periods for the turnover of association control from the developer to the unit owners.

The bill extends from three to five years the period of time that the county clerk is required to hold funds deposited by a developer who has not prepared and provided the surveyors certificate of the land which will be a part of the condominium.

According to the Real Property, Probate, and Trust Law Section of The Florida Bar, these changes would permit a developer to provide a prospective condominium unit purchaser with a recorded legal description of the condominium unit at a time before the initial declaration is actually recorded. This also would comply with the requirements of the federal Interstate Land Sales Full Disclosure Act, particularly the pre-construction sale of condominium units and the act's requirement that the developer must provide the purchaser with a recordable description of the property.

The bill would permit the association to vote to waive the requirement to provide no reserves or less than the reserves required by s. 718.112(2)(f)2., F.S. It deletes the requirement that the vote must be a majority vote at a duly called meeting of the association.

The bill revises the seven-year period for completion of all phases of a condominium project to provide that the seven year period runs from the date the surveyor's affidavit of substantial completion is recorded, or seven years from the date the sale of a unit to a non-developer is recorded in the initial phase of the condominium. The bill deletes from the current provision that counted the beginning of the seven year period from the date the declaration was recorded.

The bill also creates a mechanism to extend the seven-year time period with an additional three years, if the membership approves the extension during the last three years of the seven-year period. The completion of all phases may not exceed 10 years. An amendment that extends the seven-year period does not require that all unit owners and all record owners of liens on the unit to approve the amendment.

The bill would take effect upon becoming law.

This bill substantially amends the following sections of the Florida Statutes: 718.104, 718.105, 718.110, 718.111, 718.112, 718.114, 718.301, and 718.403.

## **II. Present Situation:**

### **Condominiums**

A condominium is a "form of ownership of real property created pursuant to [ch. 718, F.S.,] which is comprised entirely of units that may be owned by one or more persons, and in which there is, appurtenant to each unit, an undivided share in common elements."<sup>1</sup> A condominium is created by recording a declaration of condominium in the public records of the county where the condominium is located.<sup>2</sup> A declaration is like a constitution in that it:

---

<sup>1</sup> Section 718.103(11), F.S.

<sup>2</sup> Section 718.104(2), F.S.

strictly governs the relationships among condominium unit owners and the condominium association. Under the declaration, the Board of the condominium association has broad authority to enact rules for the benefit of the community.<sup>3</sup>

Section 718.116(1), F.S., provides that a unit owner is liable for all assessments which come due while he or she is the unit owner. Section 718.103(12), F.S., defines the term unit as:

a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land, or land and improvements together, as specified in the declaration.

A declaration may include covenants and restrictions concerning the use, occupancy, and transfer of the units permitted by law with reference to real property.<sup>4</sup> A declaration of condominium may be amended as provided in the declaration. If the declaration does not provide a method for amendment, it may generally be amended as to any matter by a vote of not less than the owners of two-thirds of the units.<sup>5</sup> Condominiums are administered by a board of directors referred to as a “board of administration.”<sup>6</sup>

The declaration of condominium includes within its definition any amendments which may be made to it, together with all exhibits that are attached to it. All persons with recorded title to the interest in the land being submitted to condominium ownership, or their lawfully authorized agents, must join in the execution of the declaration. Upon recordation of the declaration or an amendment to an existing declaration that adds a phase to the condominium, all units described in the declaration or amendment as being located in or on the land then being submitted to condominium ownership comes into existence, regardless of the state of completion of planned improvements in which the units may be located. Upon recordation, the developer must file the recording information with the Division of Florida Condominiums, Timeshares and Mobile Homes in the Department of Business and Professional Regulation within 120 days.<sup>7</sup>

The declaration of condominium must contain:

- A certificate of a surveyor and mapper, and
- A graphic description of the improvements in which units are located and a plot plan thereof.

Together with the declaration, this information must be in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions.<sup>8</sup>

---

<sup>3</sup> *Neuman v. Grandview at Emerald Hills*, 861 So. 2d 494, 496-97 (Fla. 4th DCA 2003).

<sup>4</sup> Section 718.104(5), F.S.

<sup>5</sup> Section 718.110(1)(a), F.S. But see, exceptions to the subject matter and procedure for the amendment of a declaration of condominium in s. 718.110(4) and (8), F.S.

<sup>6</sup> Section 718.103(4), F.S.

<sup>7</sup> Section 718.104(2), F.S.

<sup>8</sup> Section 718.104(4)(e), F.S.

### **Recording of the Declaration of Condominium**

A recorded declaration may contain exhibits consisting of graphic descriptions of improvements that are accompanied by a surveyor's certificate.<sup>9</sup> If the declaration doesn't have the certificate or the survey or graphic description of the improvements required by law, the developer is required to deliver to the clerk of court a deposit in the amount of an estimate of the cost of the final survey or graphic description.<sup>10</sup> The clerk is to hold the sum of money until an amendment to the declaration is recorded that complies with the certificate requirements, then the sum of money that was held is then returned to the developer or to the person presenting the amendment.<sup>11</sup> If the sum of money is not paid within 3 years after the date the declaration was originally recorded, the clerk may notify the registered agent of the association that the sum is still available and the reason it was originally deposited.<sup>12</sup>

### **Amending the Declaration of Condominium**

Section 718.110(10), F.S., provides that, if there is an omission or error in a declaration or any other document that would affect the valid existence of the condominium, and if no action is taken to determine whether the declaration or other document complies with the mandatory requirements for the formation of a condominium within 3 years of the date of the recordation of the declaration, the declaration and other documents shall serve as effective enough to create a condominium as of the date the declaration was recorded, whether or not the documents substantially comply with the mandatory requirements of law.

### **Units in Unconstructed Condominiums**

Condominium units that are created when the declaration of condominium is recorded before the construction of the condominium is completed are known as "phantom condominium units."

There is conflicting case law regarding the extent to which the owners of phantom units are subject to assessments on those units.

In *Hyde Park Condominium Association v. Estero Island Real Estate, Inc.*,<sup>13</sup> the Florida Second District Court of Appeal held that that the owner of unimproved lots in an unconstructed condominium was liable for unpaid assessments for common expenses on that property because the property was subject to a recorded declaration of condominium and, therefore, a condominium had been created. The property owners argued that they owned undeveloped "lots" and not "units," and that only "units" were subject to the assessment. The court rejected this line of reasoning. The court's decision relied on the fact that, under the 1969 Condominium Act, the term "unit" included land and improvements. The court noted that the only type of privately owned property in a condominium was a "unit" and that to find the owners of the property to not be unit owners would have created a new type of ownership not contemplated by the Legislature or by the declaration of condominium.

---

<sup>9</sup> Section 718.105(2), F.S.

<sup>10</sup> Section 718.105(4)(a), F.S.

<sup>11</sup> Section 718.105(4)(b), F.S.

<sup>12</sup> Section 718.105(4)(c), F.S.

<sup>13</sup> *Hyde Park Condominium Association v. Estero Island Real Estate, Inc.*, 486 So.2d 1, (Fla. 2<sup>nd</sup> DCA 1986). See also, *Estancia Condominium Association v. Sunfield Homes, Inc.*, 619 So.2d 1008 (Fla. 2<sup>nd</sup> DCA 1993), holding that unimproved land that was subject to a recorded declaration of condominium was subject to assessments on that property.

In *Winkelman v. Toll*,<sup>14</sup> the Florida Fourth District Court of Appeal also held that the owner of unimproved land that was subject to a recorded declaration of condominium was therefore liable for assessments on that property. The court rejected the owner's argument that the declaration described units and the purchaser had not acquired condominium units because the units had not been constructed. The court noted that it is the recording of the declaration of condominium that creates a condominium unit and that a condominium unit is not created on the basis of how the scrivener of the declaration has chosen to describe the unit.

However, in *R.I.S. Investment Group, Inc. c. Department of Business and Professional Regulation*,<sup>15</sup> the Fourth District Court of Appeal held that undeveloped "raw" land did not constitute a condominium unit that was subject to assessment. The court noted the detailed description of the unit in the declaration, which referenced boundaries of the unit to include a floor, a ceiling, and walls. The court relied on the "clear" intent of the scrivener of the declaration that undeveloped land did not constitute a unit.

### **Interstate Land Sales Full Disclosure Act**

The federal Interstate Land Sales Full Disclosure Act (ILSFDA or act)<sup>16</sup> provides consumer protections to persons who purchase or lease lots in large, uncompleted housing developments, including condominiums. The act applies to both the conveying of a unit or lot and to all related marketing and sales promotional efforts.

The act requires developers to register the subdivision with the federal Bureau of Consumer Financial Protection.<sup>17</sup> The developer must file a "statement of record" that contains the information required by the act and its regulations and pay a registration fee of no more than \$1,000.<sup>18</sup> The act provides several exceptions. For example, the act does not apply to the sale or lease of lots in a subdivision that contains 25 or fewer lots.<sup>19</sup>

The act specifies the information that the developers must provide to prospective purchasers or lessees. If the developer fails to provide this information, the purchaser or lessee has the right to revoke the purchase contract or lease agreement for two years from the date of the signing of the contract or agreement.<sup>20</sup>

The act permits buyers and lessees to revoke their purchase or lease agreements within a prescribed time if certain conditions are met, including the failure of the developer to make the

<sup>14</sup> *Winkelman v. Toll*, 661 So.2d 102 (Fla. 4<sup>th</sup> DCA 1995),

<sup>15</sup> *R.I.S. Investment Group, Inc. c. Department of Business and Professional Regulation*, 695 So.2d 357 (Fla. 4<sup>th</sup> DCA 1997).

<sup>16</sup> 15 U.S.C. ss. 1701-20

<sup>17</sup> Effective on July 21, 2011, the Dodd-Frank Wall Street Reform and Consumer Protection Act transferred to the federal Bureau of Consumer Financial Protection all of the consumer protection functions of the Department of Housing and Urban Development (HUD) relating to the ILSFDA.

<sup>18</sup> See 15 U.S.C. s. 1704 for the registration requirement, and 15 U.S.C. s. 1705 for the listing of the information that must be provided in the statement of record.

<sup>19</sup> The exemptions are provided in 15 U.S.C. s. 1702. For a discussion of the various exemptions in the act, see Jennifer L. Dolce and William P. Sklar, *The Interstate Land Sales Full Disclosure Act's Two-Year Completion Exemption From the Condominium D*, *The Florida Bar Journal*, February 1999, Volume LXXIII, No. 2. A copy of this article is available at: <http://www.floridabar.org/DIVCOM/JN/JNJournal01.nsf/76d28aa8f2ee03e185256aa9005d8d9a/6b94f229434c8f3885256adb005d6240?OpenDocument> (Last visited January 18, 2013).

<sup>20</sup> See 15 U.S.C. s. 1703(d)

required disclosures.<sup>21</sup> In relevant part, the developer must provide prospective purchasers or lessees with:

- (1) a description of the lot which makes such lot clearly identifiable and which is in a form acceptable for recording by the appropriate public official responsible for maintaining land records in the jurisdiction in which the lot is located;<sup>22</sup>

### **Application of the Interstate Land Sales Full Disclosure Act to Condominium Sales**

Of concern to condominium developers, according to the Real Property, Probate, and Trust Law Section of The Florida Bar, is the application of ILSFDA to the sale, or offering for sale, of pre-construction condominium units.

State and federal court decisions have addressed the issue of what is an acceptable description of the property under ILSFDA.

In *Bacolitsas v. 86<sup>th</sup> & 3<sup>rd</sup> Owner, LLC*,<sup>23</sup> the United State Court of Appeals for the Second Circuit (New York) held that the description requirement in ISLFDA was satisfied where the purchaser was provided a plan with a detailed description of the unit that identified the dimensions and locations of all rooms and windows, the floor plan, the location of the unit within the building, the direction the unit faced, The purchaser was also provided a draft declaration that included a metes and bounds description of the condominium and indicated the specific tax lots on which the building was to be erected. The court held that the description itself and not the agreement had to be in a form acceptable for record.

Of concern to developers and legal practitioners, is difficulty of satisfying the requirement of a recordable legal description, i.e., the description provided in the declaration of condominium, before the actual construction and completion of the condominium. They advise that practical necessity prevents the recording of declarations until construction is nearly complete because accurate dimensions of the building and the units cannot be determined until that point. They also advise that the historical practice has been to clearly identify in the contract the property that is being sold by use of a unit identification linked to an accompanied sketch in the sales contract and offering prospectus.

In *Boynton Waterways Investment Associates, LLC v. Bezkorovainus*,<sup>24</sup> the Fourth District Court of Appeals held that ISLFDA the developer had complied with ISLA by providing the buyer a copy of the proposed declaration of condominium, which was included in the prospectus, the unit number, address, development name, site map, and floor plans. The court found that this information, which was incorporated into the contract, made the property purchased “clearly identifiable” and “in a form acceptable for recording.”

In *Taplett v. TRG Oasis (Tower Two), Ltd, L.P.*,<sup>25</sup> the United States District Court for the Middle District of Florida also found that ISLFDA disclosure requirement was not violated when the

---

<sup>21</sup> See 15 U.S.C. s. 1703

<sup>22</sup> 15 U.S.C. s. 1703(d)(1)

<sup>23</sup> *Bacolitsas v. 86<sup>th</sup> & 3<sup>rd</sup> Owner, LLC*, 2012 WL 6602795 (C.A.2 (N.Y.)) December 19, 2012.

<sup>24</sup> *Boynton Waterways Investment Associates, LLC v. Bezkorovainus*, 82 So.3d 924 (Fla. 4<sup>th</sup> DCA 2011)

<sup>25</sup> *Taplett v. TRG Oasis (Tower Two), Ltd, L.P.*, 755 F.S.Supp.2d 1197 (M.D. Fla. 2009).

developer provided a purchase contract that designated the condominium unit and the name of the development. The court held that ISLFDA requirement that the description must be in “recordable form” does not mean that the developer must provide “recording data identifying [the] declaration” as is required by s. 718.109, F.S., i.e., the developer is not required to give the purchaser the identifying reference number when the declaration is recorded.

However, in a recent case, *Berkovich v. Vue-North Carolina, L.L.C.*, 2011 WL 5037124 (W.D.N.C.), the United States District Court for the Western District of North Carolina concluded that the purchasers had the right to revoke the contract because it did not contain a recordable legal description that included the “recoding data.” Consistent with North Carolina law, the developer had provided the purchaser with a contract that included a legal description of the unit in which the unit was identified by number and the name of the condominium building as described in the declaration of condominium. The description did not include recording data from the filing recording of the declaration because North Carolina law did not permit the declaration to be filed until the construction of the condominium was substantially completed. (Florida law does not prohibit the filing of a declaration before the condominium construction is completed.) Although North Carolina law made it impractical or impossible to provide a description for the unit that included “recording data” the court held that the purchasers were entitled to the “prophylactic measure Congress granted purchasers deprived of a recordable legal description.”

### **Financial Reporting**

Section 718.111(13), F.S., provides the financial reporting requirements for condominium associations. Within 90 days after the end of the fiscal year (or annually on a date provided in the bylaws), the association must prepare and complete a financial report for the preceding year. Within 21 days after completion, but no later than 120 days after the end of the fiscal year, the association must mail or hand deliver to each unit owner, a copy of the financial report or a notice that it will be mailed or hand delivered. The financial reports must be prepared if approved by a majority of the voting interests present at a properly called meeting of the association, and may be done by one of these methods: 1) a report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement; 2) a report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or 3) a report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement. The meeting and approval must occur before the end of the fiscal year and is effective only for the fiscal year in which the vote was taken, except that the approval may also be effective for the following fiscal year.

If turnover of the association from the developer to the unit owners has not occurred, all unit owners including the developer may vote on issues relating to the preparation of financial reports for the first two fiscal years of the association’s operation, beginning with the fiscal year in which the declaration was recorded. Thereafter, only unit owners may vote on such issues until turnover occurs. Any audits or prepared reviews must be paid by the developer prior to turnover. An association may not waive financial reporting for more than three consecutive years.

### **Annual Budget Requirement**

Section 718.112(2)(f), F.S., requires that the condominium associations bylaws must provide the

proposed annual budget with detailed estimates of revenues and expenses and show the amounts budgeted by accounts and expense classifications. In addition to the annual operating expenses, the budget must include reserve accounts for capital expenditures and deferred maintenance. These requirements would not apply to an adopted budget in which a majority vote of the unit owners determined to waive reserves or provide less reserves than required by law.

Prior to turnover, a developer may vote to waive the reserves or reduce funding of reserves for the first two fiscal years of the association's operation, beginning with the fiscal year in which the initial declaration is recorded. Thereafter, only the unit owners may vote on such issues by a majority vote.

#### **Association Powers**

Section 718.114, F.S., provides that, if the declaration allows, an association may enter into agreements for leasehold interests or membership rights, and may obtain these benefits or the use of such facilities for the enjoyment or recreation of unit owners even if they are not contiguous to the lands of the condominium. All of these agreements must be fully described in the declaration.

Subsequent to the recording of the declaration (and creation of the condominium), agreements acquiring these leaseholds, memberships, or other possessory or use interests which are not entered into within 12 months following the recording date of the declaration are considered a material alteration or substantial addition to the association property and the association may not acquire or enter into such agreements except by a vote of a majority of the total voting interests or as authorized by the declaration.

#### **Transfer of Association Control**

Section 718.301(1), delineates the process for transfer of association control from the developer to the unit owners. The latest that turnover of control of an association may occur is seven years after the recording of a declaration, or in the case of an association that may ultimately operate more than one condominium, seven years after the recordation of the declaration for the first condominium that it operates; or in the case of a phase condominium, seven years after recordation of the declaration creating the initial phase, whichever occurs first.

After the turnover occurs, the developer must relinquish all control of the association and deliver to the association all property of the unit owners.

#### **Phase Condominiums**

Section 718.403, F.S., permits a developer to develop a condominium in phases if the declaration allows, or if an amendment to the original declaration was approved by all of the unit owners. However, the final phase must be completed within seven years from the date of the recording of the initial declaration.

### **III. Effect of Proposed Changes:**

#### **Section 1. Creation of Condominiums**

The bill amends s. 718.104(2), F.S., to clarify that regardless of any requirement or description that a declaration may provide regarding when a condominium is created, condominium units are created when the declaration is recorded. According to the Real Property, Probate and Trust Law

Section of The Florida Bar, this change addresses the conflicting case law regarding whether condominium units are created when a declaration is recorded for condominium that has not been constructed and regarding the extent to which the owners of unconstructed units are subject to assessments on those units.

### **Section 2. Recording of Declaration**

The bill amends s. 718.105(4)(c), F.S., to extend from three to five years the period of time that the county clerk is required to hold funds deposited by a developer who has not prepared and provided the surveyors certificate of the land which will be a part of the condominium.

### **Section 3. Amending the Declaration of Condominium**

The bill amends s. 718.110(10), F.S., to provide that an action to correct an omission or error in a declaration must be brought within three years of the first of these events to occur:

- 1) The recording date of the certificate of a surveyor and mapper, or
- 2) The recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit (known as the first unit owner deed).

If the action is not brought within the three-year period, the declaration and other documents would effectively create the condominium from the date the declaration was recorded.

The bill deletes the current requirement that the action must be brought within three years of the recording of the declaration.

In effect, this provision would also permit the developer to provide a prospective condominium unit purchaser with a recorded legal description of the condominium unit at a time before the initial declaration is actually recorded. According to the Real Property, Probate and Trust Law Section of The Florida Bar, this change would provide an acceptable legal description of condominium units during the pre-sale period that will comply with the provisions of the federal Interstate Lands Full Disclosure Act.

### **Section 4. Financial Reporting**

The bill amends s. 718.111(13)(d), F.S., to allow the developer and unit owners, when the developer has not turned over control of the association, to vote to waive the financial reporting requirement from the date of incorporation of the association through the end of the second fiscal year after the fiscal year in which the certificate of a surveyor and mapper is recorded, or the recording of the first owner's deed, whichever occurs first. The bill deletes the current provision that the two year period begins on the date the declaration was recorded.

### **Section 5. Annual Budget**

The bill amends s. 718.112(2)(f), F.S., to allow the developer to vote to waive or reduce the funding of reserves through the period expiring at the end of the second fiscal year after the fiscal year in which the certificate of a surveyor and mapper is recorded, or the recording of the first owner's deed, whichever occurs first. The bill deletes the current provision that the two year period begins on the date the initial declaration was recorded.

The bill also revises the requirement of a majority vote at a duly called meeting of the association to provide no reserves or less than the reserves required by s. 718.112(2)(f)2., F.S. The bill would permit the waiver by a vote of the association.

#### **Section 6. Association Powers**

The bill amends s. 718.114, F. S., to provide that the association may enter into agreements acquiring leaseholds, memberships, or other possessory or use interests which are not entered into within 12 months from the recording of a certificate of a surveyor and mapper, or the recording of first owner's deed, whichever occurs first. The bill deletes the current provision that the twelve-month period ran from the date the initial declaration was recorded.

#### **Section 7. Transfer of Association Control**

The bill amends s. 718.301(1)(g), F.S., to change the beginning date for the time periods for the turnover of association control. Instead of commencing on the date the declaration is recorded, the effect periods run from the date of the recording of the certificate of a surveyor and mapper, or the first owner's deed, whichever occurs first.

The bill also creates paragraph 718.301(4)(q), to require that the developer provide the association a copy of the surveyor and mapper certificate recorded pursuant to s. 718.104(4)(e), or the recorded instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.

#### **Section 8. Phase Condominiums**

The bill amends s. 718.403(1), F.S., to revise the seven-year period for completion of all phases of a condominium project to provide that the seven year period runs from the date that the surveyor's affidavit of substantial completion is recorded, or seven years from the date the sale of a unit to a non-developer is recorded in the initial phase of the condominium. The bill deletes the current provision that counted the beginning of the seven year period from the date the declaration was recorded.

The bill also creates a mechanism to extend the seven-year time period with an additional three years, if the unit owners approve the extension during the last three years of the seven-year period.<sup>26</sup> The completion of all phases may not exceed 10 years.

An amendment that extends the seven-year period is not subject to the requirements of s. 718.110(4), F.S., which requires the record owner of units and all record owners of liens on the unit to join in the execution of an amendment to the declaration and unless all the record owners of all other units in the same condominium approve the amendment.

#### **Effective Date**

The bill would take effect upon becoming law.

---

<sup>26</sup> The approval must be by "not less than two-thirds of the unit owners" which is the same as that required to amend the declaration of condominium under s. 718.110(1)(a), F.S.

**IV. Constitutional Issues:**

## A. Municipality/County Mandates Restrictions:

None.

## B. Public Records/Open Meetings Issues:

None.

## C. Trust Funds Restrictions:

None.

**V. Fiscal Impact Statement:**

## A. Tax/Fee Issues:

None.

## B. Private Sector Impact:

Developers of condominium would be subject to the cost of recoding the certificate of a surveyor and mapper, or an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit (known as the first unit owner deed).

## C. Government Sector Impact:

None.

**VI. Technical Deficiencies:**

None.

**VII. Related Issues:**

None.

**VIII. Additional Information:**

## A. Committee Substitute – Statement of Substantial Changes:

(Summarizing differences between the Committee Substitute and the prior version of the bill.)

None.

## B. Amendments:

None.

---

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

---