



730906

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/09/2014	.	
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The Committee on Judiciary (Lee) recommended the following:

**Senate Amendment (with title amendment)**

Delete everything after the enacting clause  
and insert:

Section 1. Subsection (2) of section 468.431, Florida  
Statutes, is amended to read:

468.431 Definitions.—As used in this part:

(2) "Community association management" means any of the  
following practices requiring substantial specialized knowledge,  
judgment, and managerial skill when done for remuneration and  
when the association or associations served contain more than 10



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12 units or have an annual budget or budgets in excess of \$100,000:  
13 controlling or disbursing funds of a community association,  
14 preparing budgets or other financial documents for a community  
15 association, assisting in the noticing or conduct of community  
16 association meetings, determining the number of days required  
17 for statutory notices, determining amounts due to the  
18 association, collecting amounts due to the association before  
19 filing of a civil action, calculating the votes required for a  
20 quorum or to approve a proposition or amendment, completing  
21 forms related to the management of a community association that  
22 have been created by statute or by a state agency, drafting  
23 meeting notices and agendas, calculating and preparing  
24 certificates of assessment and estoppel certificates, responding  
25 to requests for certificates of assessment and estoppel  
26 certificates, negotiating monetary or performance terms of a  
27 contract subject to approval by an association, drafting  
28 prearbitration demands, coordinating or performing maintenance  
29 for real or personal property and other related routine services  
30 involved in the operation of a community association, and  
31 complying with the association's governing documents and the  
32 requirements of law as necessary to perform such practices and  
33 coordinating maintenance for the residential development and  
34 other day-to-day services involved with the operation of a  
35 community association. A person who performs clerical or  
36 ministerial functions under the direct supervision and control  
37 of a licensed manager or who is charged only with performing the  
38 maintenance of a community association and who does not assist  
39 in any of the management services described in this subsection  
40 is not required to be licensed under this part.



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41 Section 2. Section 468.4334, Florida Statutes, is created  
42 to read:

43 468.4334 Duty of care; liability; indemnification.—

44 (1) The duty of care owed by a community association  
45 manager and a community association management firm to a  
46 community association is that level of care that a reasonably  
47 careful community association manager or firm would provide in  
48 like circumstances.

49 (2) A contract between a managed community association and  
50 a community association manager or a community association  
51 management firm may provide that the community association  
52 indemnifies and holds harmless the community association manager  
53 or community association management firm for ordinary negligence  
54 that results from the manager's or management firm's act or  
55 omission that was the result of a lawful instruction of the  
56 directors or an officer of the community association. The  
57 provision for indemnification must be clear and conspicuous in  
58 the agreement. However, such indemnification may not cover, and  
59 the community association manager or a community association  
60 management firm may be held liable for, any act or omission  
61 that:

62 (a) Violates a criminal law as such is defined in s.  
63 617.0834(1)(b)1.;

64 (b) Derives an improper personal benefit, either directly  
65 or indirectly;

66 (c) Is grossly negligent; or

67 (d) Is reckless, is in bad faith, is with malicious  
68 purpose, or is in a manner exhibiting wanton and willful  
69 disregard of human rights, safety, or property.



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70 Section 3. Subsections (3), (5), and (6) of section  
71 718.116, Florida Statutes, are amended to read:

72 718.116 Assessments; liability; lien and priority;  
73 interest; collection.—

74 (3) Assessments and installments on assessments which are  
75 not paid when due bear interest at the rate provided in the  
76 declaration, from the due date until paid. The rate may not  
77 exceed the rate allowed by law, and, if no rate is provided in  
78 the declaration, interest accrues at the rate of 18 percent per  
79 year. If provided by the declaration or bylaws, the association  
80 may, in addition to such interest, charge an administrative late  
81 fee of up to the greater of \$25 or 5 percent of each delinquent  
82 installment for which the payment is late. The association may  
83 also recover from the unit owner any reasonable charges imposed  
84 upon the association under a written contract with its  
85 management or bookkeeping company, or collection agent, incurred  
86 in connection with collecting a delinquent assessment. Any  
87 payment received by an association must be applied first to any  
88 interest accrued by the association, then to any administrative  
89 late fee, then to any costs and reasonable attorney ~~attorney's~~  
90 fees incurred in collection, then to any reasonable costs for  
91 collection services contracted by the association, and then to  
92 the delinquent assessment. The foregoing is applicable  
93 notwithstanding any restrictive endorsement, designation, or  
94 instruction placed on or accompanying a payment. A late fee is  
95 not subject to chapter 687 or s. 718.303(4).

96 (5) (a) The association has a lien on each condominium  
97 parcel to secure the payment of assessments. Except as otherwise  
98 provided in subsection (1) and as set forth below, the lien is



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99 effective from and shall relate back to the recording of the  
100 original declaration of condominium, or, in the case of lien on  
101 a parcel located in a phase condominium, the last to occur of  
102 the recording of the original declaration or amendment thereto  
103 creating the parcel. However, as to first mortgages of record,  
104 the lien is effective from and after recording of a claim of  
105 lien in the public records of the county in which the  
106 condominium parcel is located. Nothing in this subsection shall  
107 be construed to bestow upon any lien, mortgage, or certified  
108 judgment of record on April 1, 1992, including the lien for  
109 unpaid assessments created herein, a priority which, by law, the  
110 lien, mortgage, or judgment did not have before that date.

111 (b) To be valid, a claim of lien must state the description  
112 of the condominium parcel, the name of the record owner, the  
113 name and address of the association, the amount due, and the due  
114 dates. It must be executed and acknowledged by an officer or  
115 authorized agent of the association. The lien is not effective 1  
116 year after the claim of lien was recorded unless, within that  
117 time, an action to enforce the lien is commenced. The 1-year  
118 period is automatically extended for any length of time during  
119 which the association is prevented from filing a foreclosure  
120 action by an automatic stay resulting from a bankruptcy petition  
121 filed by the parcel owner or any other person claiming an  
122 interest in the parcel. The claim of lien secures all unpaid  
123 assessments that are due and that may accrue after the claim of  
124 lien is recorded and through the entry of a final judgment, as  
125 well as interest, authorized administrative late fees, and all  
126 reasonable costs and attorney ~~attorney's~~ fees incurred by the  
127 association incident to the collection process, including but



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128 not limited to, any reasonable costs for collection services  
129 contracted by the association. Upon payment in full, the person  
130 making the payment is entitled to a satisfaction of the lien.

131 (c) By recording a notice in substantially the following  
132 form, a unit owner or the unit owner's agent or attorney may  
133 require the association to enforce a recorded claim of lien  
134 against his or her condominium parcel:

135 NOTICE OF CONTEST OF LIEN

136 TO: ...(Name and address of association)... You are  
137 notified that the undersigned contests the claim of lien filed  
138 by you on ....., ...(year)..., and recorded in Official Records  
139 Book .... at Page ....., of the public records of .... County,  
140 Florida, and that the time within which you may file suit to  
141 enforce your lien is limited to 90 days from the date of service  
142 of this notice. Executed this .... day of ....., ...(year)....

143 Signed: ...(Owner or Attorney)...  
144

145 After notice of contest of lien has been recorded, the clerk of  
146 the circuit court shall mail a copy of the recorded notice to  
147 the association by certified mail, return receipt requested, at  
148 the address shown in the claim of lien or most recent amendment  
149 to it and shall certify to the service on the face of the  
150 notice. Service is complete upon mailing. After service, the  
151 association has 90 days in which to file an action to enforce  
152 the lien; and, if the action is not filed within the 90-day  
153 period, the lien is void. However, the 90-day period shall be  
154 extended for any length of time during which the association is  
155 prevented from filing its action because of an automatic stay  
156 resulting from the filing of a bankruptcy petition by the unit



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157 owner or by any other person claiming an interest in the parcel.

158 (d) A release of lien must be in substantially the  
159 following form:

160

161 RELEASE OF LIEN

162

163 The undersigned lienor, in consideration of the final payment in  
164 the amount of \$...., hereby waives and releases its lien and  
165 right to claim a lien for unpaid assessments through ....,  
166 ...(year)..., recorded in Official Records Book .... at Page  
167 ...., of the public records of .... County, Florida, for the  
168 following described real property:

169

170 UNIT NO. .... OF (NAME OF CONDOMINIUM), A CONDOMINIUM  
171 AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AND THE  
172 EXHIBITS ANNEXED THERETO AND FORMING A PART THEREOF,  
173 RECORDED IN OFFICIAL RECORDS BOOK ...., PAGE ...., OF  
174 THE PUBLIC RECORDS OF .... COUNTY, FLORIDA. THE ABOVE  
175 DESCRIPTION INCLUDES, BUT IS NOT LIMITED TO, ALL  
176 APPURTENANCES TO THE CONDOMINIUM UNIT ABOVE DESCRIBED,  
177 INCLUDING THE UNDIVIDED INTEREST IN THE COMMON  
178 ELEMENTS OF SAID CONDOMINIUM.

179

180 ...(signature of witness)... ...(signature of authorized  
181 agent)...

182 Print name: .... Print name: ....

183

184 ...(signature of witness)...

185 Print name: ....



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186  
187 Sworn to (or affirmed) and subscribed before me this .... day of  
188 ...., ...(year)..., by ...(name of person making statement)....  
189 ...(Signature of Notary Public)...  
190 ...(Print, type, or stamp commissioned name of Notary Public)...  
191 Personally Known.... OR Produced.... as identification.

192 (6) (a) The association may bring an action in its name to  
193 foreclose a lien for assessments in the manner a mortgage of  
194 real property is foreclosed and may also bring an action to  
195 recover a money judgment for the unpaid assessments without  
196 waiving any claim of lien. The association is entitled to  
197 recover its reasonable attorney's fees incurred in either a lien  
198 foreclosure action or an action to recover a money judgment for  
199 unpaid assessments.

200 (b) No foreclosure judgment may be entered until at least  
201 30 days after the association gives written notice to the unit  
202 owner of its intention to foreclose its lien to collect the  
203 unpaid assessments. The notice must be in substantially the  
204 following form:

205  
206 DELINQUENT ASSESSMENT  
207

208 This letter is to inform you that a Claim of Lien has been filed  
209 against your property because you have not paid the ....  
210 assessment to .... Association. The Association intends to  
211 foreclose the lien and collect the unpaid amount within 30 days  
212 of this letter being provided to you.

213  
214 You owe the interest accruing from (month/year) to the present.





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215 As of the date of this letter, the total amount due with  
216 interest is \$..... All costs of any action and interest from  
217 this day forward will also be charged to your account.

218  
219 Any questions concerning this matter should be directed to  
220 ...(insert name, addresses and telephone numbers of Association  
221 representative)....

222  
223 If this notice is not given at least 30 days before the  
224 foreclosure action is filed, and if the unpaid assessments,  
225 including those coming due after the claim of lien is recorded,  
226 are paid before the entry of a final judgment of foreclosure,  
227 the association shall not recover attorney's fees or costs. The  
228 notice must be given by delivery of a copy of it to the unit  
229 owner or by certified or registered mail, return receipt  
230 requested, addressed to the unit owner at his or her last known  
231 address; and, upon such mailing, the notice shall be deemed to  
232 have been given, and the court shall proceed with the  
233 foreclosure action and may award attorney's fees and costs as  
234 permitted by law. The notice requirements of this subsection are  
235 satisfied if the unit owner records a notice of contest of lien  
236 as provided in subsection (5). The notice requirements of this  
237 subsection do not apply if an action to foreclose a mortgage on  
238 the condominium unit is pending before any court; if the rights  
239 of the association would be affected by such foreclosure; and if  
240 actual, constructive, or substitute service of process has been  
241 made on the unit owner.

242 (c) If the unit owner remains in possession of the unit  
243 after a foreclosure judgment has been entered, the court, in its



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244 discretion, may require the unit owner to pay a reasonable  
245 rental for the unit. If the unit is rented or leased during the  
246 pendency of the foreclosure action, the association is entitled  
247 to the appointment of a receiver to collect the rent. The  
248 expenses of the receiver shall be paid by the party which does  
249 not prevail in the foreclosure action.

250 (d) The association has the power to purchase the  
251 condominium parcel at the foreclosure sale and to hold, lease,  
252 mortgage, or convey it.

253 Section 4. Subsection (4) of section 718.121, Florida  
254 Statutes, is amended to read:

255 718.121 Liens.—

256 (4) Except as otherwise provided in this chapter, no lien  
257 may be filed by the association against a condominium unit until  
258 30 days after the date on which a notice of intent to file a  
259 lien has been delivered to the owner by registered or certified  
260 mail, return receipt requested, and by first-class United States  
261 mail to the owner at his or her last address as reflected in the  
262 records of the association, if the address is within the United  
263 States, and delivered to the owner at the address of the unit if  
264 the owner's address as reflected in the records of the  
265 association is not the unit address. If the address reflected in  
266 the records is outside the United States, sending the notice to  
267 that address and to the unit address by first-class United  
268 States mail is sufficient. Delivery of the notice shall be  
269 deemed given upon mailing as required by this subsection. The  
270 notice must be in substantially the following form:

271  
272 NOTICE OF INTENT TO RECORD A CLAIM OF LIEN



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273  
274 Re: Unit .... of (name of association)

275  
276 The following amounts are currently due on your account to ....  
277 Association, and must be paid within thirty (30) days after your  
278 receipt of this letter. This letter shall serve as the  
279 Association's notice of intent to record a Claim of Lien against  
280 your property after thirty (30) days from your receipt of this  
281 letter, unless you pay in full the amounts set forth below:

282

283	<u>Maintenance due ... (dates) ...</u>	<u>\$....</u>
284	<u>Late fee, if applicable</u>	<u>\$....</u>
285	<u>Interest through *</u>	<u>\$....</u>
286	<u>Certified mail charges</u>	<u>\$....</u>
287	<u>Other costs</u>	<u>\$....</u>
288		
289	<u>TOTAL OUTSTANDING</u>	<u>\$....</u>

290  
291 \*Interest accrues at the rate of \$.... per day.

292 Section 5. Subsections (3) and (4) of section 719.108,  
293 Florida Statutes, are amended to read:

294 719.108 Rents and assessments; liability; lien and  
295 priority; interest; collection; cooperative ownership.-

296 (3) Rents and assessments, and installments on them, not  
297 paid when due bear interest at the rate provided in the  
298 cooperative documents from the date due until paid. This rate  
299 may not exceed the rate allowed by law and, if a rate is not  
300 provided in the cooperative documents, accrues at 18 percent per  
301 annum. If the cooperative documents or bylaws so provide, the



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302 association may charge an administrative late fee in addition to  
303 such interest, not to exceed the greater of \$25 or 5 percent of  
304 each installment of the assessment for each delinquent  
305 installment that the payment is late. The association may also  
306 recover from the unit owner any reasonable charges imposed upon  
307 the association under a written contract with its management or  
308 bookkeeping company, or collection agent, incurred in connection  
309 with collecting a delinquent assessment. Any payment received by  
310 an association must be applied first to any interest accrued by  
311 the association, then to any administrative late fee, then to  
312 any costs and reasonable attorney ~~attorney's~~ fees incurred in  
313 collection, then to any reasonable costs for collection services  
314 contracted for by the association, and then to the delinquent  
315 assessment. The foregoing applies notwithstanding any  
316 restrictive endorsement, designation, or instruction placed on  
317 or accompanying a payment. A late fee is not subject to chapter  
318 687 or s. 719.303(4).

319 (4) The association has a lien on each cooperative parcel  
320 for any unpaid rents and assessments, plus interest, authorized  
321 administrative late fees and any reasonable costs for collection  
322 services contracted for by the association, and any authorized  
323 administrative late fees. If authorized by the cooperative  
324 documents, the lien also secures reasonable attorney ~~attorney's~~  
325 fees incurred by the association and all reasonable collection  
326 costs incident to the collection of the rents and assessments or  
327 enforcement of such lien. The lien is effective from and after  
328 recording a claim of lien in the public records in the county in  
329 which the cooperative parcel is located which states the  
330 description of the cooperative parcel, the name of the unit



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331 owner, the amount due, and the due dates. ~~The lien expires if a~~  
332 ~~claim of lien is not filed within 1 year after the date the~~  
333 ~~assessment was due, and the lien does not continue for longer~~  
334 ~~than 1 year after the claim of lien has been recorded unless,~~  
335 ~~within that time, an action to enforce the lien is commenced.~~  
336 Except as otherwise provided in this chapter, a lien may not be  
337 filed by the association against a cooperative parcel until 30  
338 days after the date on which a notice of intent to file a lien  
339 has been delivered to the owner.

340 (a) The notice must be sent to the unit owner at the  
341 address of the unit by first-class United States mail and the  
342 notice must be in substantially the following form:

343  
344 NOTICE OF INTENT TO RECORD A CLAIM OF LIEN

345  
346 Re: Unit .... of ...(name of cooperative)...

347  
348 The following amounts are currently due on your account to ....  
349 Association, and must be paid within thirty (30) days after your  
350 receipt of this letter. This letter shall serve as the  
351 Association's notice of intent to record a Claim of Lien against  
352 your property after thirty (30) days from your receipt of this  
353 letter, unless you pay in full the amounts set forth below:

354  
355 Maintenance due ...(dates)... \$....  
356 Late fee, if applicable \$....  
357 Interest through \* \$....  
358 Certified mail charges \$....  
359 Other costs \$....



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388

TOTAL OUTSTANDING \$....

\*Interest accrues at the rate of \$.... per day.

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

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

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

(b) A notice that is sent pursuant to this subsection is deemed delivered upon mailing. A claim of lien must be executed and acknowledged by an officer or authorized agent of the association. The lien is not effective 1 year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The 1-year period is automatically extended for any length of time during which the association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the parcel owner or any other person claiming an interest in the parcel. The claim of lien secures all unpaid rents and assessments that are due and that may accrue after the claim of lien is recorded and



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389 through the entry of a final judgment, as well as interest and  
390 all reasonable costs and attorney's fees incurred by the  
391 association incident to the collection process. Upon payment in  
392 full, the person making the payment is entitled to a  
393 satisfaction of the lien.

394 (c) By recording a notice in substantially the following  
395 form, a unit owner or the unit owner's agent or attorney may  
396 require the association to enforce a recorded claim of lien  
397 against his or her cooperative parcel:

398  
399 NOTICE OF CONTEST OF LIEN

400  
401 TO: ...(Name and address of association)... You are  
402 notified that the undersigned contests the claim of lien filed  
403 by you on ....., ...(year)..., and recorded in Official Records  
404 Book .... at Page ....., of the public records of .... County,  
405 Florida, and that the time within which you may file suit to  
406 enforce your lien is limited to 90 days from the date of service  
407 of this notice. Executed this .... day of ....., ...(year)....  
408 Signed: ...(Owner or Attorney)...

409  
410 After notice of contest of lien has been recorded, the clerk of  
411 the circuit court shall mail a copy of the recorded notice to  
412 the association by certified mail, return receipt requested, at  
413 the address shown in the claim of lien or most recent amendment  
414 to it and shall certify to the service on the face of the  
415 notice. Service is complete upon mailing. After service, the  
416 association has 90 days in which to file an action to enforce  
417 the lien; and, if the action is not filed within the 90-day



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418 period, the lien is void. However, the 90-day period shall be  
419 extended for any length of time during which the association is  
420 prevented from filing its action because of an automatic stay  
421 resulting from the filing of a bankruptcy petition by the unit  
422 owner or by any other person claiming an interest in the parcel.

423 (d) A release of lien must be in substantially the  
424 following form:

425  
426 RELEASE OF LIEN  
427

428 The undersigned lienor, in consideration of the final payment in  
429 the amount of \$...., hereby waives and releases its lien and  
430 right to claim a lien for unpaid assessments through ....,  
431 ...(year)..., recorded in Official Records Book .... at Page  
432 ...., of the public records of .... County, Florida, for the  
433 following described real property:

434  
435 THAT COOPERATIVE PARCEL WHICH INCLUDES UNIT NO. ....  
436 OF (NAME OF COOPERATIVE), A COOPERATIVE AS SET FORTH  
437 IN THE COOPERATIVE DOCUMENTS AND THE EXHIBITS ANNEXED  
438 THERE TO AND FORMING A PART THEREOF, RECORDED IN  
439 OFFICIAL RECORDS BOOK ...., PAGE ...., OF THE PUBLIC  
440 RECORDS OF .... COUNTY, FLORIDA.

441  
442 ...(signature of witness)... ...(signature of authorized  
443 agent)...

444 Print name: .... Print name: ....

445  
446 ...(signature of witness)...





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447 Print name: ....

448  
449 Sworn to (or affirmed) and subscribed before me this .... day of  
450 ...., ...(year)..., by ...(name of person making statement)....  
451 ...(Signature of Notary Public)...  
452 ...(Print, type, or stamp commissioned name of Notary Public)...  
453 Personally Known.... OR Produced.... as identification.

454 Section 6. Subsections (1), (3), (4), and (5) of section  
455 720.3085, Florida Statutes, are amended to read:

456 720.3085 Payment for assessments; lien claims.—

457 (1) When authorized by the governing documents, the  
458 association has a lien on each parcel to secure the payment of  
459 assessments and other amounts provided for by this section.  
460 Except as otherwise set forth in this section, the lien is  
461 effective from and shall relate back to the date on which the  
462 original declaration of the community was recorded. However, as  
463 to first mortgages of record, the lien is effective from and  
464 after recording of a claim of lien in the public records of the  
465 county in which the parcel is located. This subsection does not  
466 bestow upon any lien, mortgage, or certified judgment of record  
467 on July 1, 2008, including the lien for unpaid assessments  
468 created in this section, a priority that, by law, the lien,  
469 mortgage, or judgment did not have before July 1, 2008.

470 (a) To be valid, a claim of lien must state the description  
471 of the parcel, the name of the record owner, the name and  
472 address of the association, the assessment amount due, and the  
473 due date. The claim of lien secures all unpaid assessments that  
474 are due and that may accrue subsequent to the recording of the  
475 claim of lien and before entry of a certificate of title, as



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476 well as interest, late charges, and reasonable collection costs  
477 and attorney ~~attorney's~~ fees incurred by the association  
478 incident to the collection process. The person making payment is  
479 entitled to a satisfaction of the lien upon payment in full.

480 (b) By recording a notice in substantially the following  
481 form, a parcel owner or the parcel owner's agent or attorney may  
482 require the association to enforce a recorded claim of lien  
483 against his or her parcel:

484 NOTICE OF CONTEST OF LIEN

485 TO: ...(Name and address of association)...

486 You are notified that the undersigned contests the claim of lien  
487 filed by you on ....., ...(year)...., and recorded in Official  
488 Records Book .... at page ....., of the public records of ....  
489 County, Florida, and that the time within which you may file  
490 suit to enforce your lien is limited to 90 days following the  
491 date of service of this notice. Executed this .... day of .....,  
492 ...(year)....

493 Signed: ...(Owner or Attorney)...

494  
495 After the notice of a contest of lien has been recorded, the  
496 clerk of the circuit court shall mail a copy of the recorded  
497 notice to the association by certified mail, return receipt  
498 requested, at the address shown in the claim of lien or the most  
499 recent amendment to it and shall certify to the service on the  
500 face of the notice. Service is complete upon mailing. After  
501 service, the association has 90 days in which to file an action  
502 to enforce the lien and, if the action is not filed within the  
503 90-day period, the lien is void. However, the 90-day period  
504 shall be extended for any length of time that the association is



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505 prevented from filing its action because of an automatic stay  
506 resulting from the filing of a bankruptcy petition by the parcel  
507 owner or by any other person claiming an interest in the parcel.

508 (c) The association may bring an action in its name to  
509 foreclose a lien for assessments in the same manner in which a  
510 mortgage of real property is foreclosed and may also bring an  
511 action to recover a money judgment for the unpaid assessments  
512 without waiving any claim of lien. The association is entitled  
513 to recover its reasonable attorney's fees incurred in an action  
514 to foreclose a lien or an action to recover a money judgment for  
515 unpaid assessments.

516 (d) A release of lien must be in substantially the  
517 following form:

518  
519 RELEASE OF LIEN

520  
521 The undersigned lienor, in consideration of the final payment in  
522 the amount of \$...., hereby waives and releases its lien and  
523 right to claim a lien for unpaid assessments through ....,  
524 ...(year)..., recorded in Official Records Book .... at Page  
525 ...., of the public records of .... County, Florida, for the  
526 following described real property:

527  
528 ...(PARCEL NO. .... OR LOT AND BLOCK)... OF ....  
529 SUBDIVISION AS SHOWN IN THE PLAT THEREOF, RECORDED AT  
530 PLAT BOOK ...., PAGE ...., OF THE OFFICIAL RECORDS OF  
531 .... COUNTY, FLORIDA.

532  
533 ...(or insert appropriate metes and bounds description



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534           here)...

535  
536           ...(signature of witness)...                       ...(signature of authorized

537           agent)...

538  
539           ...(signature of witness)...

540

541           Sworn to (or affirmed) and subscribed before me this .... day of

542           ..., ...(year)..., by ...(name of person making statement)....

543           ...(Signature of Notary Public)...

544           ...(Print, type, or stamp commissioned name of Notary Public)...

545           Personally Known.... OR Produced.... as identification.

546

547           (e)~~(d)~~ If the parcel owner remains in possession of the

548 parcel after a foreclosure judgment has been entered, the court

549 may require the parcel owner to pay a reasonable rent for the

550 parcel. If the parcel is rented or leased during the pendency of

551 the foreclosure action, the association is entitled to the

552 appointment of a receiver to collect the rent. The expenses of

553 the receiver must be paid by the party who does not prevail in

554 the foreclosure action.

555           (f)~~(e)~~ The association may purchase the parcel at the

556 foreclosure sale and hold, lease, mortgage, or convey the

557 parcel.

558           (3) Assessments and installments on assessments that are

559 not paid when due bear interest from the due date until paid at

560 the rate provided in the declaration of covenants or the bylaws

561 of the association, which rate may not exceed the rate allowed

562 by law. If no rate is provided in the declaration or bylaws,



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563 interest accrues at the rate of 18 percent per year.

564 (a) If the declaration or bylaws so provide, the  
565 association may also charge an administrative late fee not to  
566 exceed the greater of \$25 or 5 percent of the amount of each  
567 installment that is paid past the due date. The association may  
568 also recover from the parcel owner any reasonable charges  
569 imposed upon the association under a written contract with its  
570 management or bookkeeping company, or collection agent, incurred  
571 in connection with collecting a delinquent assessment.

572 (b) Any payment received by an association and accepted  
573 shall be applied first to any interest accrued, then to any  
574 administrative late fee, then to any costs and reasonable  
575 attorney ~~attorney's~~ fees incurred in collection, then to any  
576 reasonable costs for collection services contracted for by the  
577 association, and then to the delinquent assessment. This  
578 paragraph applies notwithstanding any restrictive endorsement,  
579 designation, or instruction placed on or accompanying a payment.  
580 A late fee is not subject to the provisions of chapter 687 and  
581 is not a fine.

582 (4) A homeowners' association may not file a record of lien  
583 against a parcel for unpaid assessments unless a written notice  
584 or demand for past due assessments as well as any other amounts  
585 owed to the association pursuant to its governing documents has  
586 been made by the association. The written notice or demand must:

587 (a) Provide the owner with 45 days following the date the  
588 notice is deposited in the mail to make payment for all amounts  
589 due, including, but not limited to, any attorney's fees and  
590 actual costs associated with the preparation and delivery of the  
591 written demand. The notice must be in substantially the



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592 following form:

593

594 NOTICE OF INTENT TO RECORD A CLAIM OF LIEN

595

596 Re: Parcel or (lot/block) .... of ...(name of association)...

597

598 The following amounts are currently due on your account to ....  
599 Association, and must be paid within forty-five (45) days after  
600 your receipt of this letter. This letter shall serve as the  
601 Association's notice of intent to record a Claim of Lien against  
602 your property after forty-five (45) days from your receipt of  
603 this letter, unless you pay in full the amounts set forth below:

604

605 Maintenance due ...(dates)... \$....

606 Late fee, if applicable \$....

607 Interest through \* \$....

608 Certified mail charges \$....

609 Other costs \$....

610

611 TOTAL OUTSTANDING \$....

612

613 \*Interest accrues at the rate of \$.... per day.

614 (b) Be sent by registered or certified mail, return receipt  
615 requested, and by first-class United States mail to the parcel  
616 owner at his or her last address as reflected in the records of  
617 the association, if the address is within the United States, and  
618 to the parcel owner subject to the demand at the address of the  
619 parcel if the owner's address as reflected in the records of the  
620 association is not the parcel address. If the address reflected



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621 in the records is outside the United States, then sending the  
622 notice to that address and to the parcel address by first-class  
623 United States mail is sufficient.

624 (5) The association may bring an action in its name to  
625 foreclose a lien for unpaid assessments secured by a lien in the  
626 same manner that a mortgage of real property is foreclosed and  
627 may also bring an action to recover a money judgment for the  
628 unpaid assessments without waiving any claim of lien. The action  
629 to foreclose the lien may not be brought until 45 days after the  
630 parcel owner has been provided notice of the association's  
631 intent to foreclose and collect the unpaid amount. The notice  
632 must be given in the manner provided in paragraph (4) (b), and  
633 the notice may not be provided until the passage of the 45 days  
634 required in paragraph (4) (a). The notice must be in  
635 substantially the following form:

636  
637 DELINQUENT ASSESSMENT

638  
639 This letter is to inform you a Claim of Lien has been filed  
640 against your property because you have not paid the ....  
641 assessment to .... Association. The Association intends to  
642 foreclose the lien and collect the unpaid amount within 45 days  
643 of this letter being provided to you.

644  
645 You owe the interest accruing from (month/year) to the present.  
646 As of the date of this letter, the total amount due with  
647 interest is \$..... All costs of any action and interest from  
648 this day forward will also be charged to your account.  
649



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650 Any questions concerning this matter should be directed to  
651 ...(insert name, addresses and telephone numbers of Association  
652 representative)....

653 (a) The association may recover any interest, late charges,  
654 costs, and reasonable attorney's fees incurred in a lien  
655 foreclosure action or in an action to recover a money judgment  
656 for the unpaid assessments.

657 (b) The time limitations in this subsection do not apply if  
658 the parcel is subject to a foreclosure action or forced sale of  
659 another party, or if an owner of the parcel is a debtor in a  
660 bankruptcy proceeding.

661 Section 7. This act shall take effect July 1, 2014.

662  
663 ===== T I T L E A M E N D M E N T =====

664 And the title is amended as follows:

665 Delete everything before the enacting clause  
666 and insert:

667 A bill to be entitled  
668 An act relating to residential communities; amending  
669 s. 468.431, F.S.; revising the term "community  
670 association management"; creating s. 468.4334, F.S.;  
671 providing that a community association manager is  
672 liable to the same extent as an officer or director;  
673 amending s. 718.116, F.S.; allowing for reasonable  
674 charges to be imposed for collection of a delinquent  
675 assessment; requiring a release of lien to be in a  
676 specific form; requiring a preforeclosure notice to be  
677 in a specific form; amending s. 718.121, F.S.;  
678 requiring a prelien notice to be in a specific form;





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679 amending s. 719.108, F.S.; allowing for reasonable  
680 charges to be imposed for collection of a delinquent  
681 assessment; deleting a provision providing for the  
682 expiration of certain liens; revising notice  
683 requirements; requiring a prelien notice to be in a  
684 specific form; providing for the content of a  
685 recording notice; requiring a release of lien to be in  
686 a specific form; amending s. 720.3085, F.S.; requiring  
687 a release of lien to be in a specific form; allowing  
688 for reasonable charges to be imposed for collection of  
689 a delinquent assessment; requiring a prelien notice to  
690 be in a specific form; requiring a preforeclosure  
691 notice to be in a specific form; providing an  
692 effective date.