

Amendment No. 1

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	<u> </u>	(Y/N)
ADOPTED AS AMENDED	<u> </u>	(Y/N)
ADOPTED W/O OBJECTION	<u> </u>	(Y/N)
FAILED TO ADOPT	<u> </u>	(Y/N)
WITHDRAWN	<u> </u>	(Y/N)
OTHER	<u> </u>	

1 Committee/Subcommittee hearing bill: Judiciary Committee
 2 Representative Spano offered the following:

Amendment (with title amendment)

5 Remove everything after the enacting clause and insert:

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

8 468.431 Definitions.—As used in this part:

9 (2) "Community association management" means any of the
 10 following practices requiring substantial specialized knowledge,
 11 judgment, and managerial skill when done for remuneration and
 12 when the association or associations served contain more than 10
 13 units or have an annual budget or budgets in excess of \$100,000:
 14 controlling or disbursing funds of a community association,
 15 preparing budgets or other financial documents for a community
 16 association, assisting in the noticing or conduct of community
 17 association meetings, determining the number of days required

Amendment No. 1

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

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

146389 - h7037-strike.docx

Published On: 4/3/2014 6:29:50 PM

Amendment No. 1

44 Section 2. Section 468.4334, Florida Statutes, is created
45 to read:

46 468.4334 Duty of care; liability; indemnification.—

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

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

65 (a) Violates a criminal law as such is defined in s.
66 617.0834(1)(b)1.;

67 (b) Derives an improper personal benefit, either directly
68 or indirectly;

69 (c) Is grossly negligent; or

Amendment No. 1

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

73 Section 3. Subsections (3), (5), and (6) of section
74 718.116, Florida Statutes, are amended to read:

75 718.116 Assessments; liability; lien and priority;
76 interest; collection.-

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

146389 - h7037-strike.docx

Published On: 4/3/2014 6:29:50 PM

Amendment No. 1

96 notwithstanding any restrictive endorsement, designation, or
97 instruction placed on or accompanying a payment. A late fee is
98 not subject to chapter 687 or s. 718.303(4).

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

114 (b) To be valid, a claim of lien must state the description
115 of the condominium parcel, the name of the record owner, the
116 name and address of the association, the amount due, and the due
117 dates. It must be executed and acknowledged by an officer or
118 authorized agent of the association. The lien is not effective 1
119 year after the claim of lien was recorded unless, within that
120 time, an action to enforce the lien is commenced. The 1-year
121 period is automatically extended for any length of time during

Amendment No. 1

122 which the association is prevented from filing a foreclosure
123 action by an automatic stay resulting from a bankruptcy petition
124 filed by the parcel owner or any other person claiming an
125 interest in the parcel. The claim of lien secures all unpaid
126 assessments that are due and that may accrue after the claim of
127 lien is recorded and through the entry of a final judgment, as
128 well as interest, authorized administrative late fees, and all
129 reasonable costs and attorney ~~attorney's~~ fees incurred by the
130 association incident to the collection process, including but
131 not limited to, any reasonable costs for collection services
132 contracted by the association. Upon payment in full, the person
133 making the payment is entitled to a satisfaction of the lien.

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

NOTICE OF CONTEST OF LIEN

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

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

Amendment No. 1

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

161 (d) A release of lien must be in substantially the
162 following form:

163
164 RELEASE OF LIEN

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

172
173 UNIT NO. OF (NAME OF CONDOMINIUM), A CONDOMINIUM

Amendment No. 1

174 AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AND THE
175 EXHIBITS ANNEXED THERETO AND FORMING A PART THEREOF,
176 RECORDED IN OFFICIAL RECORDS BOOK, PAGE, OF
177 THE PUBLIC RECORDS OF COUNTY, FLORIDA. THE ABOVE
178 DESCRIPTION INCLUDES, BUT IS NOT LIMITED TO, ALL
179 APPURTENANCES TO THE CONDOMINIUM UNIT ABOVE DESCRIBED,
180 INCLUDING THE UNDIVIDED INTEREST IN THE COMMON
181 ELEMENTS OF SAID CONDOMINIUM.

182
183 (signature of witness) (signature of authorized agent)
184 Print name: Print name:

185
186 (signature of witness)
187 Print name:

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

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

Amendment No. 1

200 foreclosure action or an action to recover a money judgment for
201 unpaid assessments.

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

207
208 DELINQUENT ASSESSMENT

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

215
216 You owe the interest accruing from (month/year) to the present.
217 As of the date of this letter, the total amount due with
218 interest is \$. . All costs of any action and interest from
219 this day forward will also be charged to your account.

220
221 Any questions concerning this matter should be directed to
222 (insert name, addresses and phone numbers of Association
223 representative).

224
225 If this notice is not given at least 30 days before the

Amendment No. 1

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

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

246 718.121 Liens.—

247 (4) Except as otherwise provided in this chapter, no lien
248 may be filed by the association against a condominium unit until
249 30 days after the date on which a notice of intent to file a
250 lien has been delivered to the owner by registered or certified
251 mail, return receipt requested, and by first-class United States

COMMITTEE/SUBCOMMITTEE AMENDMENT

Bill No. CS/HB 7037 (2014)

Amendment No. 1

278	Certified mail charges	\$
279	Other costs	\$
280		
281	TOTAL OUTSTANDING	\$

282
283 * interest accrues at the rate of \$ per day.

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

286 719.108 Rents and assessments; liability; lien and
287 priority; interest; collection; cooperative ownership.—

288 (3) Rents and assessments, and installments on them, not
289 paid when due bear interest at the rate provided in the
290 cooperative documents from the date due until paid. This rate
291 may not exceed the rate allowed by law and, if a rate is not
292 provided in the cooperative documents, accrues at 18 percent per
293 annum. If the cooperative documents or bylaws so provide, the
294 association may charge an administrative late fee in addition to
295 such interest, not to exceed the greater of \$25 or 5 percent of
296 each installment of the assessment for each delinquent
297 installment that the payment is late. The association may also
298 recover from the unit owner any reasonable charges imposed upon
299 the association under a written contract with its management or
300 bookkeeping company, or collection agent, incurred in connection
301 with collecting a delinquent assessment. Any payment received by
302 an association must be applied first to any interest accrued by
303 the association, then to any administrative late fee, then to

146389 - h7037-strike.docx

Published On: 4/3/2014 6:29:50 PM

Amendment No. 1

304 any costs and reasonable attorney ~~attorney's~~ fees incurred in
305 collection, then to any reasonable costs for collection services
306 contracted for by the association, and then to the delinquent
307 assessment. The foregoing applies notwithstanding any
308 restrictive endorsement, designation, or instruction placed on
309 or accompanying a payment. A late fee is not subject to chapter
310 687 or s. 719.303(4).

311 (4) The association has a lien on each cooperative parcel
312 for any unpaid rents and assessments, plus interest, authorized
313 administrative late fees and any reasonable costs for collection
314 services contracted for by the association, and any authorized
315 administrative late fees. If authorized by the cooperative
316 documents, the lien also secures reasonable attorney ~~attorney's~~
317 fees incurred by the association and all reasonable collection
318 costs incident to the collection of the rents and assessments or
319 enforcement of such lien. The lien is effective from and after
320 recording a claim of lien in the public records in the county in
321 which the cooperative parcel is located which states the
322 description of the cooperative parcel, the name of the unit
323 owner, the amount due, and the due dates. ~~The lien expires if a~~
324 ~~claim of lien is not filed within 1 year after the date the~~
325 ~~assessment was due, and the lien does not continue for longer~~
326 ~~than 1 year after the claim of lien has been recorded unless,~~
327 ~~within that time, an action to enforce the lien is commenced.~~
328 Except as otherwise provided in this chapter, a lien may not be
329 filed by the association against a cooperative parcel until 30

146389 - h7037-strike.docx

Published On: 4/3/2014 6:29:50 PM

Amendment No. 1

330 days after the date on which a notice of intent to file a lien
 331 has been delivered to the owner.

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

335
 336 NOTICE OF INTENT TO RECORD A CLAIM OF LIEN

337
 338 Re: Unit _____ of (name of cooperative)

339
 340 The following amounts are currently due on your account to
 341 _____ Association, and must be paid within thirty (30)
 342 days after your receipt of this letter. This letter shall serve
 343 as the Association's notice of intent to record a Claim of Lien
 344 against your property after thirty (30) days from your receipt
 345 of this letter, unless you pay in full the amounts set forth
 346 below:

347

348	<u>Maintenance due _____ (dates)</u>	<u>\$ _____</u>
349	<u>Late fee, if applicable _____</u>	<u>\$ _____</u>
350	<u>Interest through _____ *</u>	<u>\$ _____</u>
351	<u>Certified mail charges _____</u>	<u>\$ _____</u>
352	<u>Other costs _____</u>	<u>\$ _____</u>
353	<u>_____</u>	<u>_____</u>
354	<u>TOTAL OUTSTANDING _____</u>	<u>\$ _____</u>

355

Amendment No. 1

356 * interest accrues at the rate of \$ _____ per day

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

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

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

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

146389 - h7037-strike.docx

Published On: 4/3/2014 6:29:50 PM

Amendment No. 1

382 through the entry of a final judgment, as well as interest and
383 all reasonable costs and attorney's fees incurred by the
384 association incident to the collection process. Upon payment in
385 full, the person making the payment is entitled to a
386 satisfaction of the lien.

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

391
392 NOTICE OF CONTEST OF LIEN

393
394 TO: ... (Name and address of association)... You are
395 notified that the undersigned contests the claim of lien filed
396 by you on, ... (year)..., and recorded in Official Records
397 Book at Page, of the public records of County,
398 Florida, and that the time within which you may file suit to
399 enforce your lien is limited to 90 days from the date of service
400 of this notice. Executed this day of, ... (year)....
401 Signed: ... (Owner or Attorney)...

402
403 After notice of contest of lien has been recorded, the clerk of
404 the circuit court shall mail a copy of the recorded notice to
405 the association by certified mail, return receipt requested, at
406 the address shown in the claim of lien or most recent amendment
407 to it and shall certify to the service on the face of the

146389 - h7037-strike.docx

Published On: 4/3/2014 6:29:50 PM

Amendment No. 1

408 notice. Service is complete upon mailing. After service, the
409 association has 90 days in which to file an action to enforce
410 the lien; and, if the action is not filed within the 90-day
411 period, the lien is void. However, the 90-day period shall be
412 extended for any length of time during which the association is
413 prevented from filing its action because of an automatic stay
414 resulting from the filing of a bankruptcy petition by the unit
415 owner or by any other person claiming an interest in the parcel.

416 (d) A release of lien must be in substantially the
417 following form:

418
419 RELEASE OF LIEN

420
421 The undersigned lienor, in consideration of the final payment in
422 the amount of \$...., hereby waives and releases its lien and
423 right to claim a lien for unpaid assessments through,
424 ...(year)..., recorded in the Official Records Book at Page
425, of the public records of County, Florida, for the
426 following described real property:

427
428 THAT COOPERATIVE PARCEL WHICH INCLUDES UNIT NO.
429 OF (NAME OF COOPERATIVE), A COOPERATIVE AS SET FORTH
430 IN THE COOPERATIVE DOCUMENTS AND THE EXHIBITS ANNEXED
431 THERE TO AND FORMING A PART THEREOF, RECORDED IN
432 OFFICIAL RECORDS BOOK, PAGE, OF THE PUBLIC
433 RECORDS OF COUNTY, FLORIDA.

146389 - h7037-strike.docx

Published On: 4/3/2014 6:29:50 PM

Amendment No. 1

434
435 (signature of witness) (signature of authorized agent)
436 Print name: Print name:

437
438 (signature of witness)
439 Print name:

440
441 Sworn to (or affirmed) and subscribed before me this day of
442, ...(year)..., by ...(name of person making statement)....
443 ...(Signature of Notary Public)...
444 ...(Print, type, or stamp commissioned name of Notary Public)...
445 Personally Known.... OR Produced.... as identification.

446 Section 6. Subsections (1), (3), (4), and (5) of section
447 720.3085, Florida Statutes, are amended to read:

448 720.3085 Payment for assessments; lien claims.-

449 (1) When authorized by the governing documents, the
450 association has a lien on each parcel to secure the payment of
451 assessments and other amounts provided for by this section.
452 Except as otherwise set forth in this section, the lien is
453 effective from and shall relate back to the date on which the
454 original declaration of the community was recorded. However, as
455 to first mortgages of record, the lien is effective from and
456 after recording of a claim of lien in the public records of the
457 county in which the parcel is located. This subsection does not
458 bestow upon any lien, mortgage, or certified judgment of record
459 on July 1, 2008, including the lien for unpaid assessments

Amendment No. 1

460 created in this section, a priority that, by law, the lien,
461 mortgage, or judgment did not have before July 1, 2008.

462 (a) To be valid, a claim of lien must state the
463 description of the parcel, the name of the record owner, the
464 name and address of the association, the assessment amount due,
465 and the due date. The claim of lien secures all unpaid
466 assessments that are due and that may accrue subsequent to the
467 recording of the claim of lien and before entry of a certificate
468 of title, as well as interest, late charges, and reasonable
469 collection costs and attorney ~~attorney's~~ fees incurred by the
470 association incident to the collection process. The person
471 making payment is entitled to a satisfaction of the lien upon
472 payment in full.

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

NOTICE OF CONTEST OF LIEN

478 TO: ...(Name and address of association)..
479 You are notified that the undersigned contests the claim of lien
480 filed by you on, ...(year)...., and recorded in Official
481 Records Book at page, of the public records of
482 County, Florida, and that the time within which you may file
483 suit to enforce your lien is limited to 90 days following the
484 date of service of this notice. Executed this day of,
485 ...(year)....

146389 - h7037-strike.docx

Published On: 4/3/2014 6:29:50 PM

Amendment No. 1

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

487 After the notice of a contest of lien has been recorded, the

488 clerk of the circuit court shall mail a copy of the recorded

489 notice to the association by certified mail, return receipt

490 requested, at the address shown in the claim of lien or the most

491 recent amendment to it and shall certify to the service on the

492 face of the notice. Service is complete upon mailing. After

493 service, the association has 90 days in which to file an action

494 to enforce the lien and, if the action is not filed within the

495 90-day period, the lien is void. However, the 90-day period

496 shall be extended for any length of time that the association is

497 prevented from filing its action because of an automatic stay

498 resulting from the filing of a bankruptcy petition by the parcel

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

500 (c) The association may bring an action in its name to

501 foreclose a lien for assessments in the same manner in which a

502 mortgage of real property is foreclosed and may also bring an

503 action to recover a money judgment for the unpaid assessments

504 without waiving any claim of lien. The association is entitled

505 to recover its reasonable attorney's fees incurred in an action

506 to foreclose a lien or an action to recover a money judgment for

507 unpaid assessments.

508 (d) A release of lien must be in substantially the

509 following form:

510

511 RELEASE OF LIEN

Amendment No. 1

512
513 The undersigned lienor, in consideration of the final payment in
514 the amount of \$...., hereby waives and releases its lien and
515 right to claim a lien for unpaid assessments through,
516 ...(year)..., recorded in the Official Records Book at Page
517, of the public records of County, Florida, for the
518 following described real property:

519
520 (PARCEL NO. OR LOT AND BLOCK) OF
521 SUBDIVISION AS SHOWN IN THE PLAT THEREOF, RECORDED AT
522 PLAT BOOK , PAGE , OF THE OFFICIAL RECORDS
523 OF COUNTY, FLORIDA.

524
525 (or insert appropriate metes and bounds description
526 here)

527
528 (signature of witness) (signature of authorized agent)

529
530 (signature of witness)

531
532 Sworn to (or affirmed) and subscribed before me this day of
533, ...(year)..., by ...(name of person making statement)....
534 ...(Signature of Notary Public)...
535 ...(Print, type, or stamp commissioned name of Notary Public)...
536 Personally Known.... OR Produced.... as identification.

537

Amendment No. 1

538 (e)~~(d)~~ If the parcel owner remains in possession of the
539 parcel after a foreclosure judgment has been entered, the court
540 may require the parcel owner to pay a reasonable rent for the
541 parcel. If the parcel is rented or leased during the pendency of
542 the foreclosure action, the association is entitled to the
543 appointment of a receiver to collect the rent. The expenses of
544 the receiver must be paid by the party who does not prevail in
545 the foreclosure action.

546 (f)~~(e)~~ The association may purchase the parcel at the
547 foreclosure sale and hold, lease, mortgage, or convey the
548 parcel.

549 (3) Assessments and installments on assessments that are
550 not paid when due bear interest from the due date until paid at
551 the rate provided in the declaration of covenants or the bylaws
552 of the association, which rate may not exceed the rate allowed
553 by law. If no rate is provided in the declaration or bylaws,
554 interest accrues at the rate of 18 percent per year.

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

563 (b) Any payment received by an association and accepted

Amendment No. 1

564 shall be applied first to any interest accrued, then to any
565 administrative late fee, then to any costs and reasonable
566 attorney ~~attorney's~~ fees incurred in collection, then to any
567 reasonable costs for collection services contracted for by the
568 association, and then to the delinquent assessment. This
569 paragraph applies notwithstanding any restrictive endorsement,
570 designation, or instruction placed on or accompanying a payment.
571 A late fee is not subject to the provisions of chapter 687 and
572 is not a fine.

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

579 (a) Provide the owner with 45 days following the date the
580 notice is deposited in the mail to make payment for all amounts
581 due, including, but not limited to, any attorney's fees and
582 actual costs associated with the preparation and delivery of the
583 written demand. The notice must be in substantially the
584 following form:

585
586 NOTICE OF INTENT TO RECORD A CLAIM OF LIEN

587
588 Re: Parcel or (lot/block) of (name of association)

589

146389 - h7037-strike.docx

Published On: 4/3/2014 6:29:50 PM

Amendment No. 1

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

597		
598	Maintenance due (dates)	\$
599	Late fee, if applicable	\$
600	Interest through *	\$
601	Certified mail charges	\$
602	Other costs	\$
603		
604	TOTAL OUTSTANDING	\$

605

606 * interest accrues at the rate of \$ per day.

607 (b) Be sent by registered or certified mail, return
 608 receipt requested, and by first-class United States mail to the
 609 parcel owner at his or her last address as reflected in the
 610 records of the association, if the address is within the United
 611 States, and to the parcel owner subject to the demand at the
 612 address of the parcel if the owner's address as reflected in the
 613 records of the association is not the parcel address. If the
 614 address reflected in the records is outside the United States,
 615 then sending the notice to that address and to the parcel

Amendment No. 1

616 address by first-class United States mail is sufficient.

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

629
630 DELINQUENT ASSESSMENT

631
632 This letter is to inform you a Claim of Lien has been filed
633 against your property because you have not paid the
634 assessment to Association. The Association intends
635 to foreclose the lien and collect the unpaid amount within 45
636 days of this letter being provided to you.

637
638 You owe the interest accruing from (month/year) to the present.
639 As of the date of this letter, the total amount due with
640 interest is \$. . All costs of any action and interest from
641 this day forward will also be charged to your account.

146389 - h7037-strike.docx

Published On: 4/3/2014 6:29:50 PM

Amendment No. 1

642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667

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

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

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

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

T I T L E A M E N D M E N T

Remove everything before the enacting clause and insert:
An act relating to residential communities; amending s. 468.431, F.S.; revising the term "community association management"; creating s. 468.4334, F.S.; providing that a community association manager is liable to the same extent as an officer or director; amending s. 718.116, F.S.; allowing for reasonable charges to be imposed for collection of a delinquent assessment;

COMMITTEE/SUBCOMMITTEE AMENDMENT

Bill No. CS/HB 7037 (2014)

Amendment No. 1

668 requiring a release of lien to be in a specific form; requiring
669 a pre-foreclosure notice to be in a specific form; amending s.
670 718.121, F.S.; requiring a pre-lien notice to be in a specific
671 form; amending s. 719.108, F.S.; allowing for reasonable charges
672 to be imposed for collection of a delinquent assessment;
673 deleting a provision providing for the expiration of certain
674 liens; revising notice requirements; requiring a pre-lien notice
675 to be in a specific form; providing for the content of a
676 recording notice; requiring a release of lien to be in a
677 specific form; amending s. 720.3085, F.S.; requiring a release
678 of lien to be in a specific form; allowing for reasonable
679 charges to be imposed for collection of a delinquent assessment;
680 requiring a pre-lien notice to be in a specific form; requiring
681 a pre-foreclosure notice to be in a specific form; providing an
682 effective date.

146389 - h7037-strike.docx

Published On: 4/3/2014 6:29:50 PM