

27 her designee, or a unit mortgagee or his or her designee, the
 28 association shall deliver by mail, hand, or electronic means an
 29 estoppel ~~provide~~ a certificate signed by an officer or agent of
 30 the association. The estoppel certificate must be dated as of
 31 the date it is delivered, must be valid for at least 30 days,
 32 and must state ~~stating~~ all assessments and other moneys,
 33 including costs and reasonable attorney fees incurred by the
 34 association incident to the collection process as authorized by
 35 subsection (3) and paragraph (5) (b), that are owed to the
 36 association by the unit owner with respect to the unit, as
 37 reflected in records maintained pursuant to s. 718.111(12),
 38 through a date that is at least 30 days after the date of the
 39 estoppel certificate ~~condominium parcel.~~

40 (a) An association waives the right to collect any moneys
 41 owed in excess of the amounts set forth in the estoppel
 42 certificate from any person who in good faith relies upon the
 43 estoppel certificate and from that person's successors and
 44 assigns ~~Any person other than the owner who relies upon such~~
 45 ~~certificate shall be protected thereby.~~

46 (b) If an association receives a written request for an
 47 estoppel certificate from a unit owner or his or her designee,
 48 or a unit mortgagee or his or her designee, and fails to deliver
 49 an estoppel certificate as required by this section, the
 50 association waives, as to any person who would have in good
 51 faith relied on the estoppel certificate and as to that person's
 52 successors and assigns, any claim, including a claim for a lien

53 against the unit, for any amounts owed to the association that
54 should have been shown on the estoppel certificate ~~A summary~~
55 ~~proceeding pursuant to s. 51.011 may be brought to compel~~
56 ~~compliance with this subsection, and in any such action the~~
57 ~~prevailing party is entitled to recover reasonable attorney's~~
58 ~~fees.~~

59 (c) Notwithstanding any limitation on transfer fees
60 contained in s. 718.112(2)(i), an ~~the~~ association or its
61 ~~authorized~~ agent may charge an estoppel certificate ~~a reasonable~~
62 ~~fee as provided in this paragraph~~ for the preparation and
63 delivery of the estoppel certificate. The amount of the estoppel
64 certificate fee must be included on the estoppel certificate. If
65 the estoppel certificate is requested in conjunction with the
66 sale or refinancing of a unit, the estoppel certificate fee and
67 any supplemental estoppel certificate fees pursuant to this
68 paragraph shall be due and payable no earlier than the closing
69 of the sale or refinancing, and shall be paid from closing
70 settlement proceeds. If the closing does not occur within 60
71 days after the date the estoppel certificate is delivered, the
72 estoppel certificate fee is the obligation of the unit owner and
73 the association may collect the estoppel certificate fee only in
74 the same manner as an assessment against the unit owner as set
75 forth in this section. The preparation and delivery of an
76 estoppel certificate may not be conditioned upon the payment of
77 any other fees. The estoppel certificate fee may not exceed
78 \$100. However, one or more of the following supplemental

79 estoppel certificate fees may be added:

80 1. If the unit owner is delinquent with respect to moneys
 81 owed to the association, and the association has referred the
 82 account to an attorney or other agent for collection, an
 83 additional estoppel certificate fee not to exceed \$50 may be
 84 charged.

85 2. If a request to expedite delivery of the estoppel
 86 certificate is made and the estoppel certificate is delivered no
 87 later than the date requested, an additional estoppel
 88 certificate fee not to exceed \$50 may be charged.

89 3. If an additional estoppel certificate is requested
 90 within 30 days after the most recently delivered estoppel
 91 certificate, an additional estoppel certificate fee not to
 92 exceed \$50 for each such estoppel certificate may be charged.

93 (d) If estoppel certificates for multiple units owned by
 94 the same unit owner are simultaneously requested from the same
 95 association and there are no past due monetary obligations owed
 96 to the association, the statement of moneys due for those units
 97 may be delivered in one or more estoppel certificates, and,
 98 though the estoppel certificate fee for each unit shall be
 99 computed as set forth in paragraph (c), the total estoppel
 100 certificate fee that the association may charge for the
 101 preparation and delivery of the estoppel certificate or estoppel
 102 certificates may not exceed, in the aggregate:

103 1. For 25 or fewer units, \$750.

104 2. For 26 to 50 units, \$1,000.

105 3. For 51 to 100 units, \$1,500.

106 4. For more than 100 units, \$2,500.

107 ~~(e)-(d)~~ The authority to charge a fee for the estoppel
 108 certificate shall be established by a written resolution adopted
 109 by the board or provided by a written management, bookkeeping,
 110 or maintenance contract and ~~is payable upon the preparation of~~
 111 ~~the certificate. If the certificate is requested in conjunction~~
 112 ~~with the sale or mortgage of a unit but the closing does not~~
 113 ~~occur and no later than 30 days after the closing date for which~~
 114 ~~the certificate was sought the preparer receives a written~~
 115 ~~request, accompanied by reasonable documentation, that the sale~~
 116 ~~did not occur from a payor that is not the unit owner, the fee~~
 117 ~~shall be refunded to that payor within 30 days after receipt of~~
 118 ~~the request. The refund is the obligation of the unit owner, and~~
 119 ~~the association may collect it from that owner in the same~~
 120 ~~manner as an assessment as provided in this section.~~

121 Section 2. Subsection (6) of section 719.108, Florida
 122 Statutes, is amended to read:

123 719.108 Rents and assessments; liability; lien and
 124 priority; interest; collection; cooperative ownership.—

125 (6) Within 10 ~~15~~ days after receiving a written request
 126 for an estoppel certificate from ~~by~~ a unit owner or his or her
 127 designee, or a unit mortgagee or his or her designee, the
 128 association shall deliver by mail, hand, or electronic means an
 129 estoppel ~~provide a certificate signed by an officer or agent of~~
 130 the association. The estoppel certificate must be dated as of

131 the date it is delivered, must be valid for at least 30 days,
132 and must state ~~stating~~ all assessments and other moneys,
133 including costs and reasonable attorney fees incurred by the
134 association incident to the collection process as authorized by
135 subsection (3) and paragraph (4) (b), that are owed to the
136 association by the unit owner with respect to the cooperative
137 parcel, as reflected in records maintained pursuant to s.
138 719.104(2), through a date that is at least 30 days after the
139 date of the estoppel certificate.

140 (a) An association waives the right to collect any moneys
141 owed in excess of the amounts set forth in the estoppel
142 certificate from any person who in good faith relies upon the
143 estoppel certificate, and from that person's successors and
144 assigns ~~Any person other than the unit owner who relies upon~~
145 ~~such certificate shall be protected thereby.~~

146 (b) If an association receives a written request for an
147 estoppel certificate from a unit owner or his or her designee,
148 or a unit mortgagee or his or her designee, and fails to deliver
149 an estoppel certificate as required by this section, the
150 association waives, as to any person who would have in good
151 faith relied on the estoppel certificate and as to that person's
152 successors and assigns, any claim, including a claim for a lien
153 against the unit, for any amounts owed to the association that
154 should have been shown on the estoppel certificate.

155 (c) Notwithstanding any limitation on transfer fees
156 contained in s. 719.106(1) (i), an ~~the~~ association or its

157 ~~authorized~~ agent may charge an estoppel certificate ~~a reasonable~~
158 fee as provided in this paragraph for the preparation and
159 delivery of the estoppel certificate. The amount of the estoppel
160 certificate fee must be included on the estoppel certificate. If
161 the estoppel certificate is requested in conjunction with the
162 sale or refinancing of a unit, the estoppel certificate fee and
163 any supplemental estoppel certificate fees pursuant to this
164 paragraph shall be due and payable no earlier than the closing
165 of the sale or refinancing, and shall be paid from closing
166 settlement proceeds. If the closing does not occur within 60
167 days after the date the estoppel certificate is delivered, the
168 estoppel certificate fee is the obligation of the unit owner and
169 the association may collect the estoppel certificate fee only in
170 the same manner as an assessment against the unit owner as set
171 forth in this section. The preparation and delivery of an
172 estoppel certificate may not be conditioned upon the payment of
173 any other fees. The estoppel certificate fee may not exceed
174 \$100. However, one or more of the following supplemental
175 estoppel certificate fees may be added:

176 1. If the unit owner is delinquent with respect to moneys
177 owed to the association, and the association has referred the
178 account to an attorney or other agent for collection, an
179 additional estoppel certificate fee not to exceed \$50 may be
180 charged.

181 2. If a request to expedite delivery of the estoppel
182 certificate is made and the estoppel certificate is delivered no

183 later than the date requested, an additional estoppel
 184 certificate fee not to exceed \$50 may be charged.

185 3. If an additional estoppel certificate is requested
 186 within 30 days after the most recently delivered estoppel
 187 certificate, an additional estoppel certificate fee not to
 188 exceed \$50 for each such estoppel certificate may be charged.

189 (d) If estoppel certificates for multiple units owned by
 190 the same unit owner are simultaneously requested from the same
 191 association and there are no past due monetary obligations owed
 192 to the association, the statement of moneys due for those units
 193 may be delivered in one or more estoppel certificates, and,
 194 though the estoppel certificate fee for each unit shall be
 195 computed as set forth in paragraph (c), the total estoppel
 196 certificate fee that the association may charge for the
 197 preparation and delivery of the estoppel certificate or estoppel
 198 certificates may not exceed, in the aggregate:

- 199 1. For 25 or fewer units, \$750.
- 200 2. For 26 to 50 units, \$1,000.
- 201 3. For 51 to 100 units, \$1,500.
- 202 4. For more than 100 units, \$2,500.

203 (e) The authority to charge a fee for the estoppel
 204 certificate shall be established by a written resolution adopted
 205 by the board or provided by a written management, bookkeeping,
 206 or maintenance contract.

207 Section 3. Section 720.30851, Florida Statutes, is amended
 208 to read:

209 720.30851 Estoppel certificates.—Within 10 ~~15~~ days after
 210 receiving the date on which a written request for an estoppel
 211 certificate is received from a parcel owner or his or her
 212 designee, or a parcel mortgagee, or his or her designee, the
 213 association shall deliver by mail, hand, or electronic means an
 214 estoppel ~~provide a~~ certificate signed by an officer or
 215 ~~authorized~~ agent of the association. The estoppel certificate
 216 must be dated as of the date it is delivered, must be valid for
 217 at least 30 days, and must state ~~stating~~ all assessments and
 218 other moneys, including costs and reasonable attorney fees
 219 incurred by the association incident to the collection process
 220 as authorized by s. 720.3085, that are owed to the association
 221 by the parcel owner or parcel mortgagee with respect to the
 222 parcel, as reflected in records maintained pursuant to s.
 223 720.303(4), through a date that is at least 30 days after the
 224 date of the estoppel certificate. ~~An association may charge a~~
 225 ~~fee for the preparation of such certificate, and the amount of~~
 226 ~~such fee must be stated on the certificate.~~

227 (1) An association waives the right to collect any moneys
 228 owed in excess of the amounts set forth in the estoppel
 229 certificate from any person who in good faith relies upon the
 230 estoppel certificate, and from that person's successors and
 231 assigns ~~Any person other than a parcel owner who relies upon a~~
 232 ~~certificate receives the benefits and protection thereof.~~

233 (2) If an association receives a written request for an
 234 estoppel certificate from a parcel owner or his or her designee,

235 or a parcel mortgagee or his or her designee, and fails to
236 deliver an estoppel certificate as required by this section, the
237 association waives, as to any person who would have in good
238 faith relied on the estoppel certificate and as to that person's
239 successors and assigns, any claim, including a claim for a lien
240 against the parcel, for any amounts owed to the association that
241 should have been shown on the estoppel certificate ~~A summary~~
242 ~~proceeding pursuant to s. 51.011 may be brought to compel~~
243 ~~compliance with this section, and the prevailing party is~~
244 ~~entitled to recover reasonable attorney's fees.~~

245 (3) An association or its agent may charge an estoppel
246 certificate fee as provided in this subsection for the
247 preparation and delivery of the estoppel certificate. The amount
248 of the estoppel certificate fee must be included on the estoppel
249 certificate. If the estoppel certificate is requested in
250 conjunction with the sale or refinancing of a parcel, the
251 estoppel certificate fee and any supplemental estoppel
252 certificate fees pursuant to this subsection shall be due and
253 payable no earlier than the closing of the sale or refinancing,
254 and shall be paid from the closing settlement proceeds. If the
255 closing does not occur within 60 days after the date the
256 estoppel certificate is delivered, the estoppel certificate fee
257 is the obligation of the parcel owner and the association may
258 collect the estoppel certificate fee only in the same manner as
259 an assessment against the parcel owner as set forth in s.
260 720.3085. The preparation and delivery of an estoppel

261 certificate may not be conditioned upon the payment of any other
262 fees. The estoppel certificate fee may not exceed \$100. However,
263 one or more of the following supplemental estoppel certificate
264 fees may be added:

265 (a) If the parcel owner is delinquent with respect to
266 moneys owed to the association, and the association has referred
267 the account to an attorney or other agent for collection, an
268 additional estoppel certificate fee not to exceed \$50 may be
269 charged.

270 (b) If a request to expedite delivery of the estoppel
271 certificate is made and the estoppel certificate is delivered no
272 later than the date requested, an additional estoppel
273 certificate fee not to exceed \$50 may be charged.

274 (c) If an additional estoppel certificate is requested
275 within 30 days after the most recently delivered estoppel
276 certificate, an additional estoppel certificate fee not to
277 exceed \$50 for each such estoppel certificate may be charged.

278 (4) If estoppel certificates for multiple parcels owned by
279 the same parcel owner are simultaneously requested from the same
280 association and there are no past due monetary obligations owed
281 to the association, the statement of moneys due for those
282 parcels may be delivered in one or more estoppel certificates,
283 and, though the estoppel certificate fee for each parcel shall
284 be computed as set forth in subsection (3), the total estoppel
285 certificate fee that the association may charge for the
286 preparation and delivery of the estoppel certificate or estoppel

287 certificates may not exceed, in the aggregate:

288 (a) For 25 or fewer parcels, \$750.

289 (b) For 26 to 50 parcels, \$1,000.

290 (c) For 51 to 100 parcels, \$1,500.

291 (d) For more than 100 parcels, \$2,500.

292 (5) The authority to charge a fee for the estoppel
 293 certificate shall be established by a written resolution adopted
 294 by the board or provided by a written management, bookkeeping,
 295 or maintenance contract and is payable upon the preparation of
 296 the certificate. If the certificate is requested in conjunction
 297 with the sale or mortgage of a parcel but the closing does not
 298 occur and no later than 30 days after the closing date for which
 299 the certificate was sought the preparer receives a written
 300 request, accompanied by reasonable documentation, that the sale
 301 did not occur from a payor that is not the parcel owner, the fee
 302 shall be refunded to that payor within 30 days after receipt of
 303 the request. The refund is the obligation of the parcel owner,
 304 and the association may collect it from that owner in the same
 305 manner as an assessment as provided in this section.

306 Section 4. This act shall take effect July 1, 2015.