

By Senator Soto

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1                   A bill to be entitled  
2           An act relating to community associations; amending s.  
3           20.165, F.S.; renaming the Division of Florida  
4           Condominiums, Timeshares, and Mobile Homes as the  
5           Division of Common Interest Communities; amending ss.  
6           34.01, 73.073, 192.037, 193.023, 194.181, 201.02,  
7           212.08, 213.053, 316.006, 316.2127, 326.002, 326.006,  
8           336.125, 373.62, 380.0651, 418.22, 418.24, 455.116,  
9           468.436, 475.455, 509.013, 509.241, 509.512, 553.835,  
10          558.002, 559.935, 617.01401, 617.0505, 617.0601,  
11          617.0701, 617.0721, 617.0802, 617.0808, 617.0831,  
12          617.1606, 617.1703, 624.462, 626.854, 689.28, 702.09,  
13          712.01, and 712.11, F.S.; conforming provisions to  
14          changes made by the act; amending s. 718.101, F.S.;  
15          revising a short title; amending s. 718.102, F.S.;  
16          revising and providing purposes of ch. 718, F.S.;  
17          amending s. 718.103, F.S.; revising and providing  
18          definitions; amending s. 718.1035, F.S.; providing  
19          that use of a power of attorney does not create  
20          eligibility to serve on the board of directors;  
21          amending s. 718.104, F.S.; revising and providing  
22          provisions relating to the creation of common interest  
23          communities and the contents of declaration; amending  
24          s. 718.1045, F.S.; conforming provisions to changes  
25          made by the act; amending s. 718.105, F.S.; revising  
26          and providing provisions relating to recording of  
27          documents; amending s. 718.106, F.S.; revising and  
28          providing provisions relating to common interest  
29          community parcels and appurtenances; amending s.  
30          718.107, F.S.; making a technical change; amending ss.  
31          718.108 and 718.1085, F.S.; conforming provisions to  
32          changes made by the act; amending s. 718.109, F.S.;

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33 revising and providing provisions relating to legal  
34 description of common interest community parcels;  
35 amending s. 718.110, F.S.; revising and providing  
36 provisions relating to amendment of documents;  
37 amending s. 718.111, F.S.; revising and providing  
38 provisions relating to the common interest community  
39 association; amending s. 718.112, F.S.; revising and  
40 providing provisions relating to bylaws; amending s.  
41 718.1124, F.S.; conforming provisions to changes made  
42 by the act; amending s. 718.113, F.S.; revising and  
43 providing provisions relating to maintenance,  
44 limitation upon improvement, display of flag,  
45 hurricane protection, display of spiritual  
46 decorations, access ramps, window decals, xeriscape,  
47 and mold and mildew; amending s. 718.114, F.S.;  
48 revising and providing provisions relating to  
49 association powers; amending s. 718.115, F.S.;  
50 revising and providing provisions relating to common  
51 expenses and common surplus; amending s. 718.116,  
52 F.S.; revising and providing provisions relating to  
53 assessments, liability, lien and priority, interest,  
54 and collection; amending s. 718.117, F.S.; deleting  
55 provisions authorizing the optional termination of a  
56 condominium under certain circumstances; conforming  
57 provisions to changes made by the act; amending s.  
58 718.118, F.S.; conforming provisions to changes made  
59 by the act; amending s. 718.119, F.S.; making an  
60 editorial change; amending s. 718.120, F.S.; revising  
61 and providing provisions relating to separate taxation

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62 of parcels and survival of declaration after tax sale;  
63 amending s. 718.121, F.S.; revising and providing  
64 provisions relating to liens; amending ss. 718.122,  
65 718.1224, 718.123, 718.1232, 718.124, and 718.125,  
66 F.S.; conforming provisions to changes made by the  
67 act; amending s. 718.1255, F.S.; revising provisions  
68 relating to disputes involving election  
69 irregularities; amending ss. 718.1256, 718.1265, and  
70 718.127, F.S.; conforming provisions to changes made  
71 by the act; transferring and renumbering s. 719.114,  
72 F.S.; amending ss. 718.202 and 718.203, F.S.;

73 conforming provisions to changes made by the act;  
74 amending s. 718.301, F.S.; revising and providing  
75 provisions relating to transfer of association control  
76 and claims of defect by association; amending ss.  
77 718.302, 718.3025, and 718.3026, F.S.; conforming  
78 provisions to changes made by the act; amending s.  
79 718.303, F.S.; revising and providing provisions  
80 relating to obligations of owners and occupants and  
81 remedies; amending s. 718.401, F.S.; revising and  
82 providing provisions relating to leaseholds; amending  
83 ss. 718.4015, 718.402, 718.403, 718.404, 718.405,  
84 718.406, 718.501, 718.5011, and 718.5012, F.S.;

85 conforming provisions to changes made by the act;  
86 creating s. 718.50156, F.S.; creating the Community  
87 Association Living Study Council; providing for  
88 membership, duties, and meetings of the council;  
89 amending s. 718.502, F.S.; conforming provisions to  
90 changes made by the act; amending s. 718.503, F.S.;

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91 revising and providing provisions relating to  
92 developer disclosure prior to sale; amending s.  
93 718.504, F.S.; revising and providing provisions  
94 relating to prospectus and offering circulars;  
95 amending ss. 718.506, 718.507, 718.508, 718.509,  
96 718.604, and 718.606, F.S.; conforming provisions to  
97 changes made by the act; amending s. 718.608, F.S.;  
98 revising and providing provisions relating to notice  
99 of intended conversion; amending s. 718.616, F.S.;  
100 conforming provisions to changes made by the act;  
101 amending s. 718.618, F.S.; revising and providing  
102 provisions relating to converter reserve accounts and  
103 warranties; amending ss. 718.62 and 718.621, F.S.;  
104 conforming provisions to changes made by the act;  
105 repealing part VII of ch. 718, F.S., relating to the  
106 Distressed Condominium Relief Act; repealing ss.  
107 719.101, 719.102, 719.103, 719.1035, 719.104, 719.105,  
108 719.1055, 719.106, 719.1064, 719.1065, 719.107,  
109 719.108, 719.109, 719.110, 719.111, 719.112, 719.1124,  
110 719.115, 719.1255, 719.127, 719.128, 719.129, 719.202,  
111 719.203, 719.301, 719.302, 719.3026, 719.303, 719.304,  
112 719.401, 719.4015, 719.402, 719.403, 719.501, 719.502,  
113 719.503, 719.504, 719.505, 719.506, 719.507, 719.508,  
114 719.604, 719.606, 719.608, 719.61, 719.612, 719.614,  
115 719.616, 719.618, 719.62, 719.621, and 719.622, F.S.,  
116 relating to cooperatives; repealing ch. 720, F.S.,  
117 relating to homeowners' associations; amending ss.  
118 721.03, 721.05, 721.07, 721.08, 721.13, 721.14,  
119 721.15, 721.16, 721.165, 721.17, 721.20, 721.24,

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120 721.26, 721.28, 721.301, 721.82, 721.855, 721.86,  
 121 723.003, 723.006, 723.009, 723.0611, 723.073,  
 122 723.0751, 723.078, 723.079, 723.0791, 723.1255,  
 123 768.1325, 849.085, and 849.0931, F.S.; conforming  
 124 provisions to changes made by the act; conforming  
 125 cross-references; making technical changes; providing  
 126 an effective date.

127

128 Be It Enacted by the Legislature of the State of Florida:

129

130 Section 1. Paragraph (e) of subsection (2) of section  
 131 20.165, Florida Statutes, is amended to read:

132 20.165 Department of Business and Professional Regulation.—  
 133 There is created a Department of Business and Professional  
 134 Regulation.

135 (2) The following divisions of the Department of Business  
 136 and Professional Regulation are established:

137 (e) Division of Common Interest Communities Florida  
 138 ~~Condominiums, Timeshares, and Mobile Homes.~~

139 Section 2. Subsection (1) of section 34.01, Florida  
 140 Statutes, is amended to read:

141 34.01 Jurisdiction of county court.—

142 (1) County courts shall have original jurisdiction:

143 (a) In all misdemeanor cases not cognizable by the circuit  
 144 courts;

145 (b) Of all violations of municipal and county ordinances;

146 (c) Of all actions at law in which the matter in  
 147 controversy does not exceed the sum of \$15,000, exclusive of  
 148 interest, costs, and attorney's fees, except those within the

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149 exclusive jurisdiction of the circuit courts; and

150 (d) Of disputes occurring in the ~~homeowners'~~ associations  
151 as described in chapter 718 s. 720.311(2)(a), which shall be  
152 concurrent with jurisdiction of the circuit courts.

153 Section 3. Subsection (2) of section 73.073, Florida  
154 Statutes, is amended to read:

155 73.073 Eminent domain procedure with respect to condominium  
156 common elements.—

157 (2) With respect to the exercise of eminent domain or a  
158 negotiated sale for the purchase or taking of a portion of the  
159 common elements of a condominium, the condemning authority shall  
160 have the responsibility of contacting the condominium  
161 association and acquiring the most recent rolls indicating the  
162 names of the unit owners or contacting the appropriate taxing  
163 authority to obtain the names of the owners of record on the tax  
164 rolls. Notification shall be sent by certified mail, return  
165 receipt requested, to the unit owners of record of the  
166 condominium units by the condemning authority indicating the  
167 intent to purchase or take the required property and requesting  
168 a response from the unit owner. The condemning authority shall  
169 be responsible for the expense of sending notification pursuant  
170 to this section. Such notice shall, at a minimum, include:

171 (a) The name and address of the condemning authority.

172 (b) A written or visual description of the property.

173 (c) The public purpose for which the property is needed.

174 (d) The appraisal value of the property.

175 (e) A clear, concise statement relating to the unit owner's  
176 right to object to the taking or appraisal value and the  
177 procedures and effects of exercising that right.

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178 (f) A clear, concise statement relating to the power of the  
179 association to convey the property on behalf of the unit owners  
180 if no objection to the taking or appraisal value is raised, and  
181 the effects of this alternative on the unit owner.

182  
183 The Division of Common Interest Communities Florida  
184 ~~Condominiums, Timeshares, and Mobile Homes~~ of the Department of  
185 Business and Professional Regulation may adopt, by rule, a  
186 standard form for such notice and may require the notice to  
187 include any additional relevant information.

188 Section 4. Paragraphs (b) and (e) of subsection (6) of  
189 section 192.037, Florida Statutes, are amended to read:

190 192.037 Fee timeshare real property; taxes and assessments;  
191 escrow.—

192 (6)

193 (b) If the managing entity is a common interest community  
194 ~~condominium~~ association subject to the provisions of chapter 718  
195 ~~or a cooperative association subject to the provisions of~~  
196 ~~chapter 719~~, the control of which has been turned over to owners  
197 other than the developer, the escrow account must be maintained  
198 by the association; otherwise, the escrow account must be placed  
199 with an independent escrow agent, who shall comply with the  
200 provisions of chapter 721 relating to escrow agents.

201 (e) On or before May 1 of each year, a statement of  
202 receipts and disbursements of the escrow account must be filed  
203 with the Division of Common Interest Communities Florida  
204 ~~Condominiums, Timeshares, and Mobile Homes~~ of the Department of  
205 Business and Professional Regulation, which may enforce this  
206 paragraph pursuant to s. 721.26. This statement must

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207 appropriately show the amount of principal and interest in such  
208 account.

209 Section 5. Subsection (6) of section 193.023, Florida  
210 Statutes, is amended to read:

211 193.023 Duties of the property appraiser in making  
212 assessments.—

213 (6) In making assessments of cooperative parcels, the  
214 property appraiser shall use the method required by s. 718.129  
215 ~~719.114~~.

216 Section 6. Subsection (1) of section 194.181, Florida  
217 Statutes, is amended to read:

218 194.181 Parties to a tax suit.—

219 (1) The plaintiff in any tax suit shall be:

220 (a) The taxpayer or other person contesting the assessment  
221 of any tax, the payment of which he or she is responsible for  
222 under a statute or a person who is responsible for the entire  
223 tax payment pursuant to a contract and has the written consent  
224 of the property owner, or the common interest community  
225 ~~condominium association, cooperative association, or homeowners'~~  
226 ~~association~~ as described defined in chapter 718 s. 723.075 which  
227 operates the units subject to the assessment; or

228 (b) The property appraiser pursuant to s. 194.036.

229 Section 7. Subsection (2) of section 201.02, Florida  
230 Statutes, is amended to read:

231 201.02 Tax on deeds and other instruments relating to real  
232 property or interests in real property.—

233 (2) The tax imposed by subsection (1) shall also be payable  
234 upon documents by which the right is granted to a tenant-  
235 stockholder to occupy an apartment in a building owned by a

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236 cooperative apartment corporation or in a dwelling on real  
237 property owned by any other form of cooperative association ~~as~~  
238 ~~defined in s. 719.103.~~

239 Section 8. Paragraph (g) of subsection (5) of section  
240 212.08, Florida Statutes, is amended to read:

241 212.08 Sales, rental, use, consumption, distribution, and  
242 storage tax; specified exemptions.—The sale at retail, the  
243 rental, the use, the consumption, the distribution, and the  
244 storage to be used or consumed in this state of the following  
245 are hereby specifically exempt from the tax imposed by this  
246 chapter.

247 (5) EXEMPTIONS; ACCOUNT OF USE.—

248 (g) *Building materials used in the rehabilitation of real*  
249 *property located in an enterprise zone.—*

250 1. Building materials used in the rehabilitation of real  
251 property located in an enterprise zone are exempt from the tax  
252 imposed by this chapter upon an affirmative showing to the  
253 satisfaction of the department that the items have been used for  
254 the rehabilitation of real property located in an enterprise  
255 zone. Except as provided in subparagraph 2., this exemption  
256 inures to the owner, lessee, or lessor at the time the real  
257 property is rehabilitated, but only through a refund of  
258 previously paid taxes. To receive a refund pursuant to this  
259 paragraph, the owner, lessee, or lessor of the rehabilitated  
260 real property must file an application under oath with the  
261 governing body or enterprise zone development agency having  
262 jurisdiction over the enterprise zone where the business is  
263 located, as applicable. A single application for a refund may be  
264 submitted for multiple, contiguous parcels that were part of a

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265 single parcel that was divided as part of the rehabilitation of  
266 the property. All other requirements of this paragraph apply to  
267 each parcel on an individual basis. The application must  
268 include:

269 a. The name and address of the person claiming the refund.

270 b. An address and assessment roll parcel number of the  
271 rehabilitated real property for which a refund of previously  
272 paid taxes is being sought.

273 c. A description of the improvements made to accomplish the  
274 rehabilitation of the real property.

275 d. A copy of a valid building permit issued by the county  
276 or municipal building department for the rehabilitation of the  
277 real property.

278 e. A sworn statement, under penalty of perjury, from the  
279 general contractor licensed in this state with whom the  
280 applicant contracted to make the improvements necessary to  
281 rehabilitate the real property, which lists the building  
282 materials used to rehabilitate the real property, the actual  
283 cost of the building materials, and the amount of sales tax paid  
284 in this state on the building materials. If a general contractor  
285 was not used, the applicant, not a general contractor, shall  
286 make the sworn statement required by this sub-subparagraph.  
287 Copies of the invoices that evidence the purchase of the  
288 building materials used in the rehabilitation and the payment of  
289 sales tax on the building materials must be attached to the  
290 sworn statement provided by the general contractor or by the  
291 applicant. Unless the actual cost of building materials used in  
292 the rehabilitation of real property and the payment of sales  
293 taxes is documented by a general contractor or by the applicant

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294 in this manner, the cost of the building materials is deemed to  
295 be an amount equal to 40 percent of the increase in assessed  
296 value for ad valorem tax purposes.

297 f. The identifying number assigned pursuant to s. 290.0065  
298 to the enterprise zone in which the rehabilitated real property  
299 is located.

300 g. A certification by the local building code inspector  
301 that the improvements necessary to rehabilitate the real  
302 property are substantially completed.

303 h. A statement of whether the business is a small business  
304 as defined by s. 288.703.

305 i. If applicable, the name and address of each permanent  
306 employee of the business, including, for each employee who is a  
307 resident of an enterprise zone, the identifying number assigned  
308 pursuant to s. 290.0065 to the enterprise zone in which the  
309 employee resides.

310 2. This exemption inures to a municipality, county, other  
311 governmental unit or agency, or nonprofit community-based  
312 organization through a refund of previously paid taxes if the  
313 building materials used in the rehabilitation are paid for from  
314 the funds of a community development block grant, State Housing  
315 Initiatives Partnership Program, or similar grant or loan  
316 program. To receive a refund, a municipality, county, other  
317 governmental unit or agency, or nonprofit community-based  
318 organization must file an application that includes the same  
319 information required in subparagraph 1. In addition, the  
320 application must include a sworn statement signed by the chief  
321 executive officer of the municipality, county, other  
322 governmental unit or agency, or nonprofit community-based

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323 organization seeking a refund which states that the building  
324 materials for which a refund is sought were funded by a  
325 community development block grant, State Housing Initiatives  
326 Partnership Program, or similar grant or loan program.

327         3. Within 10 working days after receipt of an application,  
328 the governing body or enterprise zone development agency shall  
329 review the application to determine if it contains all the  
330 information required by subparagraph 1. or subparagraph 2. and  
331 meets the criteria set out in this paragraph. The governing body  
332 or agency shall certify all applications that contain the  
333 required information and are eligible to receive a refund. If  
334 applicable, the governing body or agency shall also certify if  
335 20 percent of the employees of the business are residents of an  
336 enterprise zone, excluding temporary and part-time employees.  
337 The certification must be in writing, and a copy of the  
338 certification shall be transmitted to the executive director of  
339 the department. The applicant is responsible for forwarding a  
340 certified application to the department within the time  
341 specified in subparagraph 4.

342         4. An application for a refund must be submitted to the  
343 department within 6 months after the rehabilitation of the  
344 property is deemed to be substantially completed by the local  
345 building code inspector or by November 1 after the rehabilitated  
346 property is first subject to assessment.

347         5. Only one exemption through a refund of previously paid  
348 taxes for the rehabilitation of real property is permitted for  
349 any single parcel of property unless there is a change in  
350 ownership, a new lessor, or a new lessee of the real property. A  
351 refund may not be granted unless the amount to be refunded

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352 exceeds \$500. A refund may not exceed the lesser of 97 percent  
353 of the Florida sales or use tax paid on the cost of the building  
354 materials used in the rehabilitation of the real property as  
355 determined pursuant to sub-subparagraph 1.e. or \$5,000, or, if  
356 at least 20 percent of the employees of the business are  
357 residents of an enterprise zone, excluding temporary and part-  
358 time employees, the amount of refund may not exceed the lesser  
359 of 97 percent of the sales tax paid on the cost of the building  
360 materials or \$10,000. A refund shall be made within 30 days  
361 after formal approval by the department of the application for  
362 the refund.

363 6. The department shall adopt rules governing the manner  
364 and form of refund applications and may establish guidelines as  
365 to the requisites for an affirmative showing of qualification  
366 for exemption under this paragraph.

367 7. The department shall deduct an amount equal to 10  
368 percent of each refund granted under this paragraph from the  
369 amount transferred into the Local Government Half-cent Sales Tax  
370 Clearing Trust Fund pursuant to s. 212.20 for the county area in  
371 which the rehabilitated real property is located and shall  
372 transfer that amount to the General Revenue Fund.

373 8. For the purposes of the exemption provided in this  
374 paragraph, the term:

375 a. "Building materials" means tangible personal property  
376 that becomes a component part of improvements to real property.

377 b. "Real property" has the same meaning as provided in s.  
378 192.001(12), except that the term does not include a common  
379 interest community condominium parcel or common interest  
380 community condominium property as defined in s. 718.103.

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381 c. "Rehabilitation of real property" means the  
382 reconstruction, renovation, restoration, rehabilitation,  
383 construction, or expansion of improvements to real property.

384 d. "Substantially completed" has the same meaning as  
385 provided in s. 192.042(1).

386 9. This paragraph expires on the date specified in s.  
387 290.016 for the expiration of the Florida Enterprise Zone Act.

388 Section 9. Paragraph (i) of subsection (8) of section  
389 213.053, Florida Statutes, is amended to read:

390 213.053 Confidentiality and information sharing.—

391 (8) Notwithstanding any other provision of this section,  
392 the department may provide:

393 (i) Information relative to chapters 212 and 326 to the  
394 Division of Common Interest Communities ~~Florida Condominiums,~~  
395 ~~Timeshares, and Mobile Homes~~ of the Department of Business and  
396 Professional Regulation in the conduct of its official duties.

397  
398 Disclosure of information under this subsection shall be  
399 pursuant to a written agreement between the executive director  
400 and the agency. Such agencies, governmental or nongovernmental,  
401 shall be bound by the same requirements of confidentiality as  
402 the Department of Revenue. Breach of confidentiality is a  
403 misdemeanor of the first degree, punishable as provided by s.  
404 775.082 or s. 775.083.

405 Section 10. Paragraph (b) of subsection (2) and paragraph  
406 (b) of subsection (3) of section 316.006, Florida Statutes, are  
407 amended to read:

408 316.006 Jurisdiction.—Jurisdiction to control traffic is  
409 vested as follows:

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410 (2) MUNICIPALITIES.—

411 (b) A municipality may exercise jurisdiction over any  
412 private road or roads, or over any limited access road or roads  
413 owned or controlled by a special district, located within its  
414 boundaries if the municipality and party or parties owning or  
415 controlling such road or roads provide, by written agreement  
416 approved by the governing body of the municipality, for  
417 municipal traffic control jurisdiction over the road or roads  
418 encompassed by such agreement. Pursuant thereto:

419 1. Provision for reimbursement for actual costs of traffic  
420 control and enforcement and for liability insurance and  
421 indemnification by the party or parties, and such other terms as  
422 are mutually agreeable, may be included in such an agreement.

423 2. The exercise of jurisdiction provided for herein shall  
424 be in addition to jurisdictional authority presently exercised  
425 by municipalities under law, and nothing in this paragraph shall  
426 be construed to limit or remove any such jurisdictional  
427 authority. Such jurisdiction includes regulation of access to  
428 such road or roads by security devices or personnel.

429 3. Any such agreement may provide for the installation of  
430 multiparty stop signs by the parties controlling the roads  
431 covered by the agreement if a determination is made by such  
432 parties that the signage will enhance traffic safety. Multiparty  
433 stop signs must conform to the manual and specifications of the  
434 Department of Transportation; however, minimum traffic volumes  
435 may not be required for the installation of such signage.  
436 Enforcement for the signs shall be as provided in s. 316.123.

437 4. The board of directors of a common interest community  
438 ~~homeowners'~~ association ~~as defined in chapter 720~~ may, by

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439 majority vote, elect to have state traffic laws enforced by  
440 local law enforcement agencies on private roads that are  
441 controlled by the association.  
442

443 This subsection shall not limit those counties which have the  
444 charter powers to provide and regulate arterial, toll, and other  
445 roads, bridges, tunnels, and related facilities from the proper  
446 exercise of those powers by the placement and maintenance of  
447 traffic control devices which conform to the manual and  
448 specifications of the Department of Transportation on streets  
449 and highways located within municipal boundaries.

450 (3) COUNTIES.—

451 (b) A county may exercise jurisdiction over any private  
452 road or roads, or over any limited access road or roads owned or  
453 controlled by a special district, located in the unincorporated  
454 area within its boundaries if the county and party or parties  
455 owning or controlling such road or roads provide, by written  
456 agreement approved by the governing body of the county, for  
457 county traffic control jurisdiction over the road or roads  
458 encompassed by such agreement. Pursuant thereto:

459 1. Provision for reimbursement for actual costs of traffic  
460 control and enforcement and for liability insurance and  
461 indemnification by the party or parties, and such other terms as  
462 are mutually agreeable, may be included in such an agreement.

463 2. Prior to entering into an agreement which provides for  
464 enforcement of the traffic laws of the state over a private road  
465 or roads, or over any limited access road or roads owned or  
466 controlled by a special district, the governing body of the  
467 county shall consult with the sheriff. No such agreement shall

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468 take effect prior to October 1, the beginning of the county  
469 fiscal year, unless this requirement is waived in writing by the  
470 sheriff.

471 3. The exercise of jurisdiction provided for herein shall  
472 be in addition to jurisdictional authority presently exercised  
473 by counties under law, and nothing in this paragraph shall be  
474 construed to limit or remove any such jurisdictional authority.

475 4. Any such agreement may provide for the installation of  
476 multiparty stop signs by the parties controlling the roads  
477 covered by the agreement if a determination is made by such  
478 parties that the signage will enhance traffic safety. Multiparty  
479 stop signs must conform to the manual and specifications of the  
480 Department of Transportation; however, minimum traffic volumes  
481 may not be required for the installation of such signage.  
482 Enforcement for the signs shall be as provided in s. 316.123.

483 5. The board of directors of a common interest community  
484 ~~homeowners'~~ association ~~as defined in chapter 720~~ may, by  
485 majority vote, elect to have state traffic laws enforced by  
486 local law enforcement agencies on private roads that are  
487 controlled by the association.

488  
489 Notwithstanding the provisions of subsection (2), each county  
490 shall have original jurisdiction to regulate parking, by  
491 resolution of the board of county commissioners and the erection  
492 of signs conforming to the manual and specifications of the  
493 Department of Transportation, in parking areas located on  
494 property owned or leased by the county, whether or not such  
495 areas are located within the boundaries of chartered  
496 municipalities.

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497 Section 11. Section 316.2127, Florida Statutes, is amended  
498 to read:

499 316.2127 Operation of utility vehicles on certain roadways  
500 by common interest community ~~homeowners'~~ associations.—The  
501 operation of a utility vehicle, as defined in s. 320.01, upon  
502 the public roads or streets of this state by a common interest  
503 community ~~homeowners'~~ association, ~~as defined in s. 720.301,~~ or  
504 its agents is prohibited except as provided herein:

505 (1) A utility vehicle may be operated by an ~~a homeowners'~~  
506 association or its agents only upon a county road that has been  
507 designated by a county, or a city street that has been  
508 designated by a city, for use by a utility vehicle for general  
509 maintenance, security, and landscaping purposes. Prior to making  
510 such a designation, the responsible local governmental entity  
511 must first determine that utility vehicles may safely travel on  
512 or cross the public road or street, considering factors  
513 including the speed, volume, and character of motor vehicle  
514 traffic on the road or street. Upon a determination that utility  
515 vehicles may be safely operated on a designated road or street,  
516 the responsible governmental entity shall post appropriate signs  
517 to indicate that such operation is allowed.

518 (2) A utility vehicle may be operated by an ~~a homeowners'~~  
519 association or its agents on a portion of the State Highway  
520 System only under the following conditions:

521 (a) To cross a portion of the State Highway System which  
522 intersects a county road or a city street that has been  
523 designated for use by utility vehicles if the Department of  
524 Transportation has reviewed and approved the location and design  
525 of the crossing and any traffic control devices needed for

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526 safety purposes.

527 (b) To cross, at midblock, a portion of the State Highway  
528 System where the highway bisects property controlled or  
529 maintained by an ~~a homeowners'~~ association if the Department of  
530 Transportation has reviewed and approved the location and design  
531 of the crossing and any traffic control devices needed for  
532 safety purposes.

533 (c) To travel on a state road that has been designated for  
534 transfer to a local government unit pursuant to s. 335.0415 if  
535 the Department of Transportation determines that the operation  
536 of a utility vehicle within the right-of-way of the road will  
537 not impede the safe and efficient flow of motor vehicle traffic.  
538 The department may authorize the operation of utility vehicles  
539 on such a road if:

540 1. The road is the only available public road on which  
541 utility vehicles may travel or cross or the road provides the  
542 safest travel route among alternative routes available; and

543 2. The speed, volume, and character of motor vehicle  
544 traffic on the road is considered in making such a  
545 determination.

546  
547 Upon its determination that utility vehicles may be operated on  
548 a given road, the department shall post appropriate signs on the  
549 road to indicate that such operation is allowed.

550 (3) A utility vehicle may be operated by a homeowners'  
551 association or its agents only during the hours between sunrise  
552 and sunset, unless the responsible governmental entity has  
553 determined that a utility vehicle may be operated during the  
554 hours between sunset and sunrise and the utility vehicle is

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555 equipped with headlights, brake lights, turn signals, and a  
556 windshield.

557 (4) A utility vehicle must be equipped with efficient  
558 brakes, a reliable steering apparatus, safe tires, a rearview  
559 mirror, and red reflectorized warning devices in both the front  
560 and the rear.

561 (5) A utility vehicle may not be operated on public roads  
562 or streets by any person under the age of 14.

563

564 A violation of this section is a noncriminal traffic infraction,  
565 punishable pursuant to chapter 318 as either a moving violation  
566 for infractions of subsection (1), subsection (2), subsection  
567 (3), or subsection (4) or as a nonmoving violation for  
568 infractions of subsection (5).

569 Section 12. Subsection (2) of section 326.002, Florida  
570 Statutes, is amended to read:

571 326.002 Definitions.—As used in ss. 326.001-326.006, the  
572 term:

573 (2) "Division" means the Division of Common Interest  
574 Communities ~~Florida Condominiums, Timeshares, and Mobile Homes~~  
575 of the Department of Business and Professional Regulation.

576 Section 13. Paragraph (d) of subsection (2) and subsection  
577 (3) of section 326.006, Florida Statutes, are amended to read:

578 326.006 Powers and duties of division.—

579 (2) The division has the power to enforce and ensure  
580 compliance with the provisions of this chapter and rules adopted  
581 under this chapter relating to the sale and ownership of yachts  
582 and ships. In performing its duties, the division has the  
583 following powers and duties:

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584 (d) Notwithstanding any remedies available to a yacht or  
585 ship purchaser, if the division has reasonable cause to believe  
586 that a violation of any provision of this chapter or rule  
587 adopted under this chapter has occurred, the division may  
588 institute enforcement proceedings in its own name against any  
589 broker or salesperson or any of his or her assignees or agents,  
590 or against any unlicensed person or any of his or her assignees  
591 or agents, as follows:

592 1. The division may permit a person whose conduct or  
593 actions are under investigation to waive formal proceedings and  
594 enter into a consent proceeding whereby orders, rules, or  
595 letters of censure or warning, whether formal or informal, may  
596 be entered against the person.

597 2. The division may issue an order requiring the broker or  
598 salesperson or any of his or her assignees or agents, or  
599 requiring any unlicensed person or any of his or her assignees  
600 or agents, to cease and desist from the unlawful practice and  
601 take such affirmative action as in the judgment of the division  
602 will carry out the purposes of this chapter.

603 3. The division may bring an action in circuit court on  
604 behalf of a class of yacht or ship purchasers for declaratory  
605 relief, injunctive relief, or restitution.

606 4. The division may impose a civil penalty against a broker  
607 or salesperson or any of his or her assignees or agents, or  
608 against an unlicensed person or any of his or her assignees or  
609 agents, for any violation of this chapter or a rule adopted  
610 under this chapter. A penalty may be imposed for each day of  
611 continuing violation, but in no event may the penalty for any  
612 offense exceed \$10,000. All amounts collected must be deposited

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613 with the Chief Financial Officer to the credit of the Division  
614 of Common Interest Communities ~~Florida Condominiums, Timeshares,~~  
615 ~~and Mobile Homes~~ Trust Fund. If a broker, salesperson, or  
616 unlicensed person working for a broker, fails to pay the civil  
617 penalty, the division shall issue an order suspending the  
618 broker's license until such time as the civil penalty is paid or  
619 may pursue enforcement of the penalty in a court of competent  
620 jurisdiction. The order imposing the civil penalty or the order  
621 of suspension may not become effective until 20 days after the  
622 date of such order. Any action commenced by the division must be  
623 brought in the county in which the division has its executive  
624 offices or in the county where the violation occurred.

625 (3) All fees must be deposited in the Division of Common  
626 Interest Communities ~~Florida Condominiums, Timeshares, and~~  
627 ~~Mobile Homes~~ Trust Fund as provided by law.

628 Section 14. Paragraph (a) of subsection (1) of section  
629 336.125, Florida Statutes, is amended to read:

630 336.125 Closing and abandonment of roads; optional  
631 conveyance to homeowners' association; traffic control  
632 jurisdiction.-

633 (1) (a) In addition to the authority provided in s. 336.12,  
634 the governing body of the county may abandon the roads and  
635 rights-of-way dedicated in a recorded residential subdivision  
636 plat and simultaneously convey the county's interest in such  
637 roads, rights-of-way, and appurtenant drainage facilities to a  
638 homeowners' association for the subdivision, if the following  
639 conditions have been met:

640 1. The homeowners' association has requested the  
641 abandonment and conveyance in writing for the purpose of

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642 converting the subdivision to a gated neighborhood with  
643 restricted public access.

644 2. No fewer than four-fifths of the owners of record of  
645 property located in the subdivision have consented in writing to  
646 the abandonment and simultaneous conveyance to the homeowners'  
647 association.

648 3. The homeowners' association is both a corporation not  
649 for profit organized and in good standing under chapter 617, and  
650 an a "homeowners' association" as defined in s. 718.103  
651 ~~720.301(9)~~ with the power to levy and collect assessments for  
652 routine and periodic major maintenance and operation of street  
653 lighting, drainage, sidewalks, and pavement in the subdivision.

654 4. The homeowners' association has entered into and  
655 executed such agreements, covenants, warranties, and other  
656 instruments; has provided, or has provided assurance of, such  
657 funds, reserve funds, and funding sources; and has satisfied  
658 such other requirements and conditions as may be established or  
659 imposed by the county with respect to the ongoing operation,  
660 maintenance, and repair and the periodic reconstruction or  
661 replacement of the roads, drainage, street lighting, and  
662 sidewalks in the subdivision after the abandonment by the  
663 county.

664 Section 15. Paragraph (b) of subsection (7) of section  
665 373.62, Florida Statutes, is amended to read:

666 373.62 Water conservation; automatic sprinkler systems.—

667 (7)

668 (b) For purposes of this subsection, the term:

669 1. "Monitoring entity" means a local government, community  
670 development district created pursuant to chapter 190, ~~a~~

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671 ~~homeowners' association created pursuant to chapter 720, a~~  
672 common interest community ~~condominium~~ association created  
673 pursuant to chapter 718, ~~a cooperative created pursuant to~~  
674 ~~chapter 719,~~ or a public or private utility.

675 2. "Soil moisture sensor" means a soil-based device that  
676 assesses the available plant soil moisture in order to minimize  
677 the unnecessary use of water and optimize the effectiveness of  
678 an irrigation system.

679 3. "Soil moisture sensor control system" is the collective  
680 term for an entire soil moisture sensor system that has remote  
681 monitoring and adjustment capability.

682 Section 16. Paragraph (a) of subsection (4) of section  
683 380.0651, Florida Statutes, is amended to read:

684 380.0651 Statewide guidelines and standards.—

685 (4) Two or more developments, represented by their owners  
686 or developers to be separate developments, shall be aggregated  
687 and treated as a single development under this chapter when they  
688 are determined to be part of a unified plan of development and  
689 are physically proximate to one other.

690 (a) The criteria of three of the following subparagraphs  
691 must be met in order for the state land planning agency to  
692 determine that there is a unified plan of development:

693 1.a. The same person has retained or shared control of the  
694 developments;

695 b. The same person has ownership or a significant legal or  
696 equitable interest in the developments; or

697 c. There is common management of the developments  
698 controlling the form of physical development or disposition of  
699 parcels of the development.

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700           2. There is a reasonable closeness in time between the  
701 completion of 80 percent or less of one development and the  
702 submission to a governmental agency of a master plan or series  
703 of plans or drawings for the other development which is  
704 indicative of a common development effort.

705           3. A master plan or series of plans or drawings exists  
706 covering the developments sought to be aggregated which have  
707 been submitted to a local general-purpose government, water  
708 management district, the Florida Department of Environmental  
709 Protection, or the Division of Common Interest Communities  
710 ~~Florida Condominiums, Timeshares, and Mobile Homes~~ for  
711 authorization to commence development. The existence or  
712 implementation of a utility's master utility plan required by  
713 the Public Service Commission or general-purpose local  
714 government or a master drainage plan shall not be the sole  
715 determinant of the existence of a master plan.

716           4. There is a common advertising scheme or promotional plan  
717 in effect for the developments sought to be aggregated.

718           Section 17. Subsection (3) of section 418.22, Florida  
719 Statutes, is amended to read:

720           418.22 Powers of recreation districts.—The charter of a  
721 recreation district may grant to the recreation district the  
722 following powers and all further or additional powers as the  
723 governing body of the municipality or county establishing the  
724 district may deem necessary or useful in order to exercise the  
725 powers for which provision is hereinafter made. The powers which  
726 may be granted by such charter include the following:

727           (3) To acquire, purchase, construct, improve, and equip  
728 recreational facilities of all types, including real and

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729 personal property, within the boundaries of the district; such  
730 acquisition may be by purchase, lease, gift, or exercise of the  
731 power of eminent domain. If the governing body of the  
732 municipality or county that created the recreation district for  
733 exclusive use by a common interest community ~~condominium~~  
734 established under chapter 718 ~~or a cooperative established under~~  
735 ~~chapter 719~~ makes the finding described in s. 418.24(4), the  
736 governing body of the district may make the recreational  
737 facilities available exclusively for district residents and  
738 property owners, and may restrict any access to recreational  
739 facilities by nonresidents by rules adopted by the governing  
740 body of the district. Prior to any vote of the electors in the  
741 district adopting or amending a charter pursuant to s. 418.20,  
742 the governing body shall decide whether the criteria in s.  
743 418.24(4) apply and whether the recreation district shall be  
744 available exclusively for the district residents. The recreation  
745 district may construct and maintain security buildings and other  
746 structures needed to regulate access to, and provide security  
747 for, the recreational facilities.

748 Section 18. Subsection (4) of section 418.24, Florida  
749 Statutes, is amended to read:

750 418.24 Filing of ordinance.—Any ordinance creating or  
751 amending the charter of a recreation district, upon being  
752 finally adopted, shall be filed in the minutes of the governing  
753 body of the municipality or county, and certified copies thereof  
754 shall be filed with the county clerk of the county in which said  
755 district is located and with the property appraiser of said  
756 county. The charter of a recreation district may contain  
757 findings by the governing body of the municipality or county:

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758 (4) That, for recreation districts created for exclusive  
759 use by a condominium established pursuant to chapter 718 ~~or a~~  
760 ~~cooperative established under chapter 719,~~ based upon the number  
761 of residents, potential for proliferation of crime, automobile  
762 traffic flow, district development, availability of other  
763 recreational facilities outside the district, excessive noise  
764 levels, or other factors applicable to the particular district,  
765 a valid and paramount public purpose will be served by making  
766 the recreational facilities available exclusively for district  
767 residents and property owners.

768  
769 If such charter contains any one or more such findings, each  
770 such finding may be reviewed by a court only as part of any  
771 review of the ordinance making such finding.

772 Section 19. Subsection (5) of section 455.116, Florida  
773 Statutes, is amended to read:

774 455.116 Regulation trust funds.—The following trust funds  
775 shall be placed in the department:

776 (5) Division of Common Interest Communities Florida  
777 ~~Condominiums, Timeshares, and Mobile Homes~~ Trust Fund.

778 Section 20. Subsection (2) of section 468.436, Florida  
779 Statutes, is amended to read:

780 468.436 Disciplinary proceedings.—

781 (2) The following acts constitute grounds for which the  
782 disciplinary actions in subsection (4) may be taken:

783 (a) Violation of any provision of s. 455.227(1).

784 (b)1. Violation of any provision of this part.

785 2. Violation of any lawful order or rule rendered or  
786 adopted by the department or the council.

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787 3. Being convicted of or pleading nolo contendere to a  
788 felony in any court in the United States.

789 4. Obtaining a license or certification or any other order,  
790 ruling, or authorization by means of fraud, misrepresentation,  
791 or concealment of material facts.

792 5. Committing acts of gross misconduct or gross negligence  
793 in connection with the profession.

794 6. Contracting, on behalf of an association, with any  
795 entity in which the licensee has a financial interest that is  
796 not disclosed.

797 7. Violating any provision of chapter 718, ~~chapter 719, or~~  
798 ~~chapter 720~~ during the course of performing community  
799 association management services pursuant to a contract with a  
800 community association as defined in s. 468.431(1).

801 Section 21. Section 475.455, Florida Statutes, is amended  
802 to read:

803 475.455 Exchange of disciplinary information.—The  
804 commission shall inform the Division of Common Interest  
805 Communities ~~Florida Condominiums, Timeshares, and Mobile Homes~~  
806 of the department of ~~Business and Professional Regulation~~ of any  
807 disciplinary action the commission has taken against any of its  
808 licensees. The division shall inform the commission of any  
809 disciplinary action the division has taken against any broker or  
810 sales associate registered with the division.

811 Section 22. Paragraph (a) of subsection (4) of section  
812 509.013, Florida Statutes, is amended to read:

813 509.013 Definitions.—As used in this chapter, the term:

814 (4) (a) "Public lodging establishment" includes a transient  
815 public lodging establishment as defined in subparagraph 1. and a

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816 nontransient public lodging establishment as defined in  
817 subparagraph 2.

818 1. "Transient public lodging establishment" means any unit,  
819 group of units, dwelling, building, or group of buildings within  
820 a single complex of buildings which is rented to guests more  
821 than three times in a calendar year for periods of less than 30  
822 days or 1 calendar month, whichever is less, or which is  
823 advertised or held out to the public as a place regularly rented  
824 to guests.

825 2. "Nontransient public lodging establishment" means any  
826 unit, group of units, dwelling, building, or group of buildings  
827 within a single complex of buildings which is rented to guests  
828 for periods of at least 30 days or 1 calendar month, whichever  
829 is less, or which is advertised or held out to the public as a  
830 place regularly rented to guests for periods of at least 30 days  
831 or 1 calendar month.

832

833 License classifications of public lodging establishments, and  
834 the definitions therefor, are set out in s. 509.242. For the  
835 purpose of licensure, the term does not include common interest  
836 community condominium common elements as defined in s. 718.103.

837 Section 23. Subsection (2) of section 509.241, Florida  
838 Statutes, is amended to read:

839 509.241 Licenses required; exceptions.—

840 (2) APPLICATION FOR LICENSE.—Each person who plans to open  
841 a public lodging establishment or a public food service  
842 establishment shall apply for and receive a license from the  
843 division prior to the commencement of operation. A common  
844 interest community condominium association, as defined in s.

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845 718.103, which does not own any units classified as vacation  
846 rentals or timeshare projects under s. 509.242(1)(c) or (g) is  
847 not required to apply for or receive a public lodging  
848 establishment license.

849 Section 24. Section 509.512, Florida Statutes, is amended  
850 to read:

851 509.512 Timeshare plan developer and exchange company  
852 exemption.—Sections 509.501-509.511 do not apply to a developer  
853 of a timeshare plan or an exchange company approved by the  
854 Division of Common Interest Communities ~~Florida Condominiums,~~  
855 ~~Timeshares, and Mobile Homes~~ pursuant to chapter 721, but only  
856 to the extent that the developer or exchange company engages in  
857 conduct regulated under chapter 721.

858 Section 25. Subsection (4) of section 553.835, Florida  
859 Statutes, is amended to read:

860 553.835 Implied warranties.—

861 (4) There is no cause of action in law or equity available  
862 to a purchaser of a home or to a homeowners' association based  
863 upon the doctrine or theory of implied warranty of fitness and  
864 merchantability or habitability for damages to offsite  
865 improvements. However, this section does not alter or limit the  
866 existing rights of purchasers of homes or homeowners'  
867 associations to pursue any other cause of action arising from  
868 defects in offsite improvements based upon contract, tort, or  
869 statute, including, but not limited to, s. 718.203 ~~ss. 718.203~~  
870 ~~and 719.203~~.

871 Section 26. Subsection (2) of section 558.002, Florida  
872 Statutes, is amended to read:

873 558.002 Definitions.—As used in this chapter, the term:

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874 (2) "Association" has the same meaning as in s. 718.103(2),  
875 ~~s. 719.103(2), s. 720.301(9), or s. 723.075.~~

876 Section 27. Subsection (1) of section 559.935, Florida  
877 Statutes, is amended to read:

878 559.935 Exemptions.—

879 (1) This part does not apply to:

880 (a) A bona fide employee of a seller of travel who is  
881 engaged solely in the business of her or his employer;

882 (b) Any direct common carrier of passengers or property  
883 regulated by an agency of the Federal Government or employees of  
884 such carrier when engaged solely in the transportation business  
885 of the carrier as identified in the carrier's certificate;

886 (c) An intrastate common carrier of passengers or property  
887 selling only transportation as defined in the applicable state  
888 or local registration or certification, or employees of such  
889 carrier when engaged solely in the transportation business of  
890 the carrier;

891 (d) Hotels, motels, or other places of public accommodation  
892 selling public accommodations, or employees of such hotels,  
893 motels, or other places of public accommodation, when engaged  
894 solely in making arrangements for lodging, accommodations, or  
895 sightseeing tours within the state, or taking reservations for  
896 the traveler with times, dates, locations, and accommodations  
897 certain at the time the reservations are made, provided that  
898 hotels and motels registered with the Department of Business and  
899 Professional Regulation pursuant to chapter 509 are excluded  
900 from the provisions of this chapter;

901 (e) Persons involved solely in the rental, leasing, or sale  
902 of residential property;

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903 (f) Persons involved solely in the rental, leasing, or sale  
904 of transportation vehicles;

905 (g) Persons who make travel arrangements for themselves;  
906 for their employees or agents; for distributors, franchisees, or  
907 dealers of the persons' products or services; for entities which  
908 are financially related to the persons; or for the employees or  
909 agents of the distributor, franchisee, or dealer or financially  
910 related entity;

911 (h) A developer of a timeshare plan or an exchange company  
912 approved by the Division of Common Interest Communities Florida  
913 ~~Condominiums, Timeshares, and Mobile Homes~~ pursuant to chapter  
914 721, but only to the extent that the developer or exchange  
915 company engages in conduct regulated under chapter 721; or

916 (i) Persons or entities engaged solely in offering diving  
917 services, including classes and sales or rentals of equipment,  
918 when engaged in making any prearranged travel-related or  
919 tourist-related services in conjunction with a primarily dive-  
920 related event.

921 Section 28. Subsection (13) of section 617.01401, Florida  
922 Statutes, is amended to read:

923 617.01401 Definitions.—As used in this chapter, the term:

924 (13) "Mutual benefit corporation" means a domestic  
925 corporation that is not organized primarily or exclusively for  
926 religious purposes; is not recognized as exempt under s.  
927 501(c)(3) of the Internal Revenue Code; and is not organized for  
928 a public or charitable purpose that is required upon its  
929 dissolution to distribute its assets to the United States, a  
930 state, a local subdivision thereof, or a person that is  
931 recognized as exempt under s. 501(c)(3) of the Internal Revenue

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932 Code. The term does not include an association organized under  
933 chapter 718, ~~chapter 719, chapter 720,~~ or chapter 721, or any  
934 corporation where membership in the corporation is required  
935 pursuant to a document recorded in county property records.

936 Section 29. Subsection (5) of section 617.0505, Florida  
937 Statutes, is amended to read:

938 617.0505 Distributions; exceptions.—Except as authorized in  
939 s. 617.1302, a corporation may not make distributions to its  
940 members, directors, or officers.

941 (5) A corporation that is regulated by chapter 718, ~~chapter~~  
942 ~~719, chapter 720,~~ chapter 721, or chapter 723, or a corporation  
943 where membership in such corporation is required pursuant to a  
944 document recorded in the county property records, may make  
945 refunds to its members, giving credits to its members,  
946 disbursing insurance proceeds to its members, or disbursing or  
947 paying settlements to its members without violating this  
948 section.

949 Section 30. Paragraph (c) of subsection (1) and subsection  
950 (6) of section 617.0601, Florida Statutes, are amended to read:

951 617.0601 Members, generally.—

952 (1)

953 (c) This subsection does not apply to any common interest  
954 community condominium association organized under chapter 718.

955 (6) Subsections (1), (2), (3), and (4) do not apply to a  
956 corporation that is an association as defined in s. 718.103(2)  
957 ~~720.301~~.

958 Section 31. Subsection (6) of section 617.0701, Florida  
959 Statutes, is amended to read:

960 617.0701 Meetings of members, generally; failure to hold

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961 annual meeting; special meeting; consent to corporate actions  
962 without meetings; waiver of notice of meetings.-

963 (6) Subsections (1) and (3) do not apply to any corporation  
964 that is an association as defined in s. 718.103(2) ~~720.301~~; a  
965 corporation regulated by chapter 718, ~~chapter 719, chapter 720,~~  
966 chapter 721, or chapter 723; or a corporation where membership  
967 in such corporation is required pursuant to a document recorded  
968 in the county property records.

969 Section 32. Subsection (7) of section 617.0721, Florida  
970 Statutes, is amended to read:

971 617.0721 Voting by members.-

972 (7) Subsections (1), (5), and (6) do not apply to a  
973 corporation that is an association, ~~as defined in s. 720.301,~~ or  
974 a corporation regulated by chapter 718 ~~or chapter 719.~~

975 Section 33. Subsection (1) of section 617.0802, Florida  
976 Statutes, is amended to read:

977 617.0802 Qualifications of directors.-

978 (1) Directors must be natural persons who are 18 years of  
979 age or older but need not be residents of this state or members  
980 of the corporation unless the articles of incorporation or  
981 bylaws so require. For a corporation organized according to the  
982 provisions of s. 501(c)(3) of the Internal Revenue Code of 1986,  
983 as amended, but not for a corporation regulated by chapter 718,  
984 ~~chapter 719, chapter 720,~~ chapter 721, or chapter 723 or a  
985 corporation for which membership in such corporation is required  
986 pursuant to a document recorded in the county property records,  
987 one director may be 15 years of age or older if so permitted in  
988 the articles of incorporation or bylaws or by resolution of the  
989 board of directors. The articles of incorporation or the bylaws

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990 may prescribe additional qualifications for directors.

991 Section 34. Subsection (3) of section 617.0808, Florida  
992 Statutes, is amended to read:

993 617.0808 Removal of directors.—

994 (3) This section does not apply to any corporation that is  
995 an association, as defined in s. 718.103(2) ~~720.301~~, or a  
996 corporation regulated under chapter 718 ~~or chapter 719~~.

997 Section 35. Section 617.0831, Florida Statutes, is amended  
998 to read:

999 617.0831 Indemnification and liability of officers,  
1000 directors, employees, and agents.—Except as provided in s.  
1001 617.0834, ss. 607.0831 and 607.0850 apply to a corporation  
1002 organized under this act and a rural electric cooperative  
1003 organized under chapter 425. Any reference to “directors” in  
1004 those sections includes the directors, managers, or trustees of  
1005 a corporation organized under this act or of a rural electric  
1006 cooperative organized under chapter 425. However, the term  
1007 “director” as used in ss. 607.0831 and 607.0850 does not include  
1008 a director appointed by the developer to the board of directors  
1009 of a common interest community ~~condominium~~ association under  
1010 chapter 718, ~~a cooperative association under chapter 719, a~~  
1011 ~~homeowners’ association defined in s. 720.301~~, or a timeshare  
1012 managing entity under chapter 721. Any reference to  
1013 “shareholders” in those sections includes members of a  
1014 corporation organized under this act and members of a rural  
1015 electric cooperative organized under chapter 425.

1016 Section 36. Section 617.1606, Florida Statutes, is amended  
1017 to read:

1018 617.1606 Access to records.—Sections 617.1601-617.1605 do

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1019 not apply to a corporation that is an association, as defined in  
1020 s. 718.103(2) ~~720.301~~, or a corporation regulated under chapter  
1021 718 ~~or chapter 719~~.

1022 Section 37. Section 617.1703, Florida Statutes, is amended  
1023 to read:

1024 617.1703 Application of chapter.—In the event of any  
1025 conflict between the provisions of this chapter and chapter 718  
1026 regarding common interest communities ~~condominiums, chapter 719~~  
1027 ~~regarding cooperatives, chapter 720 regarding homeowners'~~  
1028 ~~associations~~, chapter 721 regarding timeshares, or chapter 723  
1029 regarding mobile home owners' associations, the provisions of  
1030 such other chapters shall apply. The provisions of ss. 617.0605-  
1031 617.0608 do not apply to corporations regulated by any of the  
1032 foregoing chapters or to any other corporation where membership  
1033 in the corporation is required pursuant to a document recorded  
1034 in the county property records.

1035 Section 38. Paragraph (a) of subsection (2) of section  
1036 624.462, Florida Statutes, is amended to read:

1037 624.462 Commercial self-insurance funds.—

1038 (2) As used in ss. 624.460-624.488, "commercial self-  
1039 insurance fund" or "fund" means a group of members, operating  
1040 individually and collectively through a trust or corporation,  
1041 that must be:

1042 (a) Established by:

1043 1. A not-for-profit trade association, industry  
1044 association, or professional association of employers or  
1045 professionals which has a constitution or bylaws, which is  
1046 incorporated under the laws of this state, and which has been  
1047 organized for purposes other than that of obtaining or providing

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1048 insurance and operated in good faith for a continuous period of  
1049 1 year;

1050 2. A self-insurance trust fund organized pursuant to s.  
1051 627.357 and maintained in good faith for a continuous period of  
1052 1 year for purposes other than that of obtaining or providing  
1053 insurance pursuant to this section. Each member of a commercial  
1054 self-insurance trust fund established pursuant to this  
1055 subsection must maintain membership in the self-insurance trust  
1056 fund organized pursuant to s. 627.357;

1057 3. A group of 10 or more health care providers, as defined  
1058 in s. 627.351(4)(h), for purposes of providing medical  
1059 malpractice coverage; or

1060 4. A not-for-profit group comprised of one or more  
1061 community associations responsible for operating at least 50  
1062 residential parcels or units created and operating under chapter  
1063 718, ~~chapter 719, chapter 720,~~ chapter 721, or chapter 723 which  
1064 restricts its membership to community associations only and  
1065 which has been organized and maintained in good faith for the  
1066 purpose of pooling and spreading the liabilities of its group  
1067 members relating to property or casualty risk or surety  
1068 insurance which, in accordance with applicable provisions of  
1069 part I of chapter 626, appoints resident general lines agents  
1070 only, and which does not prevent, impede, or restrict any  
1071 applicant or fund participant from maintaining or selecting an  
1072 agent of choice. The fund may not refuse to appoint the agent of  
1073 record for any fund applicant or fund member and may not favor  
1074 one or more such appointed agents over other appointed agents.

1075 Section 39. Subsection (19) of section 626.854, Florida  
1076 Statutes, is amended to read:

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1077           626.854 "Public adjuster" defined; prohibitions.—The  
1078 Legislature finds that it is necessary for the protection of the  
1079 public to regulate public insurance adjusters and to prevent the  
1080 unauthorized practice of law.

1081           (19) Subsections (5)-(18) apply only to residential  
1082 property insurance policies and common interest community  
1083 ~~condominium~~ unit owner policies as described in s. 718.111(11).

1084           Section 40. Paragraph (c) of subsection (2) of section  
1085 689.28, Florida Statutes, is amended to read:

1086           689.28 Prohibition against transfer fee covenants.—

1087           (2) DEFINITIONS.—As used in this section, the term:

1088           (c) "Transfer fee" means a fee or charge required by a  
1089 transfer fee covenant and payable upon the transfer of an  
1090 interest in real property, or payable for the right to make or  
1091 accept such transfer, regardless of whether the fee or charge is  
1092 a fixed amount or is determined as a percentage of the value of  
1093 the property, the purchase price, or other consideration given  
1094 for the transfer. The following are not transfer fees for  
1095 purposes of this section:

1096           1. Any consideration payable by the grantee to the grantor  
1097 for the interest in real property being transferred, including  
1098 any subsequent additional consideration for the property payable  
1099 by the grantee based upon any subsequent appreciation,  
1100 development, or sale of the property. For the purposes of this  
1101 subparagraph, an interest in real property may include a  
1102 separate mineral estate and its appurtenant surface access  
1103 rights.

1104           2. Any commission payable to a licensed real estate broker  
1105 for the transfer of real property pursuant to an agreement

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1106 between the broker and the grantor or the grantee, including any  
1107 subsequent additional commission for that transfer payable by  
1108 the grantor or the grantee based upon any subsequent  
1109 appreciation, development, or sale of the property.

1110 3. Any interest, charges, fees, or other amounts payable by  
1111 a borrower to a lender pursuant to a loan secured by a mortgage  
1112 against real property, including, but not limited to, any fee  
1113 payable to the lender for consenting to an assumption of the  
1114 loan or a transfer of the real property subject to the mortgage,  
1115 any fees or charges payable to the lender for estoppel letters  
1116 or certificates, and any shared appreciation interest or profit  
1117 participation or other consideration described in s. 687.03(4)  
1118 and payable to the lender in connection with the loan.

1119 4. Any rent, reimbursement, charge, fee, or other amount  
1120 payable by a lessee to a lessor under a lease, including, but  
1121 not limited to, any fee payable to the lessor for consenting to  
1122 an assignment, subletting, encumbrance, or transfer of the  
1123 lease.

1124 5. Any consideration payable to the holder of an option to  
1125 purchase an interest in real property or the holder of a right  
1126 of first refusal or first offer to purchase an interest in real  
1127 property for waiving, releasing, or not exercising the option or  
1128 right upon the transfer of the property to another person.

1129 6. Any tax, fee, charge, assessment, fine, or other amount  
1130 payable to or imposed by a governmental authority.

1131 7. Any fee, charge, assessment, fine, or other amount  
1132 payable to a homeowners', condominium, cooperative, mobile home,  
1133 or property owners' association pursuant to a declaration or  
1134 covenant or law applicable to such association, including, but

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1135 not limited to, fees or charges payable for estoppel letters or  
 1136 certificates issued by the association or its authorized agent.

1137 8. Any fee, charge, assessment, dues, contribution, or  
 1138 other amount imposed by a declaration or covenant encumbering  
 1139 four or more parcels in a community, ~~as defined in s. 720.301,~~  
 1140 and payable to a nonprofit or charitable organization for the  
 1141 purpose of supporting cultural, educational, charitable,  
 1142 recreational, environmental, conservation, or other similar  
 1143 activities benefiting the community that is subject to the  
 1144 declaration or covenant.

1145 9. Any fee, charge, assessment, dues, contribution, or  
 1146 other amount pertaining to the purchase or transfer of a club  
 1147 membership relating to real property owned by the member,  
 1148 including, but not limited to, any amount determined by  
 1149 reference to the value, purchase price, or other consideration  
 1150 given for the transfer of the real property.

1151 10. Any payment required pursuant to an environmental  
 1152 covenant.

1153 Section 41. Section 702.09, Florida Statutes, is amended to  
 1154 read:

1155 702.09 Definitions.—For the purposes of ss. 702.07 and  
 1156 702.08 the words "decree of foreclosure" shall include a  
 1157 judgment or order rendered or passed in the foreclosure  
 1158 proceedings in which the decree of foreclosure shall be  
 1159 rescinded, vacated, and set aside; the word "mortgage" shall  
 1160 mean any written instrument securing the payment of money or  
 1161 advances and includes liens to secure payment of assessments  
 1162 arising under chapter ~~chapters~~ 718 and ~~719~~ and liens created  
 1163 pursuant to the recorded covenants of a homeowners' association

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1164 as defined in s. 712.01; the word "debt" shall include  
 1165 promissory notes, bonds, and all other written obligations given  
 1166 for the payment of money; the words "foreclosure proceedings"  
 1167 shall embrace every action in the circuit or county courts of  
 1168 this state wherein it is sought to foreclose a mortgage and sell  
 1169 the property covered by the same; and the word "property" shall  
 1170 mean and include both real and personal property.

1171 Section 42. Subsection (4) of section 712.01, Florida  
 1172 Statutes, is amended to read:

1173 712.01 Definitions.—As used in this law:

1174 (4) The term "homeowners' association" means a homeowners'  
 1175 association ~~as defined in s. 720.301,~~ or an association of  
 1176 parcel owners which is authorized to enforce use restrictions  
 1177 that are imposed on the parcels.

1178 Section 43. Section 712.11, Florida Statutes, is amended to  
 1179 read:

1180 712.11 Covenant revitalization.—A homeowners' association  
 1181 not otherwise subject to chapter 718 ~~720~~ may use the procedures  
 1182 set forth in that chapter ~~ss. 720.403-720.407~~ to revive  
 1183 covenants that have lapsed under the terms of this chapter.

1184 Section 44. Section 718.101, Florida Statutes, is amended  
 1185 to read:

1186 718.101 Short title.—This chapter shall be known and may be  
 1187 cited as the "Common Interest Community Condominium Act."

1188 Section 45. Section 718.102, Florida Statutes, is amended  
 1189 to read:

1190 718.102 Purposes.—The purpose of this chapter is to:

1191 (1) ~~To~~ Give statutory recognition to the common interest  
 1192 community condominium form of ownership of residential real

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1193 property and to the entities that operate common interest  
1194 communities.

1195 (2) ~~To~~ Establish procedures for the creation, sale, and  
1196 operation of parcels, interests, and units in common interest  
1197 communities, including condominiums, homeowner parcels, and  
1198 cooperative units, and for the operation of common interest  
1199 community associations.

1200 (3) Protect the rights of common interest community  
1201 association members without unduly impairing the association's  
1202 ability to perform its functions.

1203 (4) Clarify existing law, and correct unconscionable  
1204 conditions and policies against the public interest, relating to  
1205 common interest communities existing on or after the effective  
1206 date of this act.

1207  
1208 All common interest communities previously subject to chapters  
1209 719 and 720, Florida Statutes 2014, are hereby transferred to  
1210 the jurisdiction of this chapter. Every common interest  
1211 community condominium created and existing in this state shall  
1212 be subject to the provisions of this chapter.

1213 Section 46. Section 718.103, Florida Statutes, is amended  
1214 to read:

1215 718.103 Definitions.—As used in this chapter, the term:

1216 (1) "Assessment" means a share of the funds that ~~which~~ are  
1217 required for the payment of common expenses, which from time to  
1218 time is assessed against the unit owner.

1219 (2) "Association" means an, ~~in addition to any~~ entity  
1220 created to manage a ~~responsible for the operation of~~ common  
1221 interest community in which membership is a condition of

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1222 ownership of a unit or parcel in a planned development, a lot  
1223 for a home or mobile home, or a unit that is part of a  
1224 residential development scheme, an entity authorized to impose a  
1225 fee necessary for the operation or maintenance of the common  
1226 ownership real property, and ~~elements owned in undivided shares~~  
1227 ~~by unit owners, any entity which operates or maintains other~~  
1228 ~~real property in which unit owners have use rights, where~~  
1229 membership in the entity is composed exclusively of unit owners  
1230 or their elected or appointed representatives and is a required  
1231 condition of unit ownership.

1232 (3) "Association property" means ~~that~~ property, real and  
1233 personal, which is owned or leased by, or is dedicated by a  
1234 recorded plat to, the association for the use and benefit of its  
1235 members.

1236 (4) "Board of administration" or "board" means the board of  
1237 directors or other representative body ~~which is~~ responsible for  
1238 administration of the association.

1239 (5) "Buyer" means a person who purchases a common interest  
1240 community condominium unit. The term "purchaser" may be used  
1241 interchangeably with the term "buyer."

1242 (6) "Bylaws" means the bylaws of the association as they  
1243 are amended from time to time.

1244 (7) "Committee" means a group of board members, unit  
1245 owners, or board members and unit owners appointed by the board  
1246 or a member of the board to make recommendations to the board  
1247 regarding the proposed annual budget or to take action on behalf  
1248 of the board.

1249 (8) "Common elements" or "common property" means the  
1250 property portions of an identical or similar kind held by the

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1251 individual owners as appurtenances to the individually owned  
1252 lots or units and condominium property not included in the  
1253 units.

1254 (9) "Common expenses" means all expenses properly incurred  
1255 by the association in the performance of its duties, including  
1256 expenses specified in s. 718.115.

1257 (10) "Common interest community" or "CIC" means a real  
1258 estate development or neighborhood in which individually owned  
1259 lots, units, or leaseholds are burdened by an obligation that  
1260 cannot be avoided by nonuse or withdrawal. The term also means  
1261 property that is owned in conjunction with others that agree to  
1262 a form of governance and responsibility:

1263 (a) To pay for the use of, or contribute to the maintenance  
1264 of, property held or enjoined in common by the individual  
1265 owners;

1266 (b) To pay fees or assessments to an association that  
1267 provides services or facilities to the common property or to the  
1268 individually owned property, or that enforces other obligations  
1269 burdening the property in the development or neighborhood;

1270 (c) To abide by a set of governing documents that create  
1271 rights and responsibilities through covenants, restrictions, or  
1272 other proprietary instruments;

1273 (d) To automatically become members of the community  
1274 association when they purchase or become shareholders in  
1275 property defined in the documents; or

1276 (e) To have an undivided ownership interest in the  
1277 property.

1278 (12)~~(10)~~ "Common surplus" means the amount of ~~all~~ receipts  
1279 or revenues, including assessments, rents, or profits, collected

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1280 by a common interest community ~~condominium~~ association which  
 1281 exceeds common expenses.

1282 ~~(11) "Condominium" means that form of ownership of real~~  
 1283 ~~property created pursuant to this chapter, which is comprised~~  
 1284 ~~entirely of units that may be owned by one or more persons, and~~  
 1285 ~~in which there is, appurtenant to each unit, an undivided share~~  
 1286 ~~in common elements.~~

1287 ~~(12) "Condominium parcel" means a unit, together with the~~  
 1288 ~~undivided share in the common elements appurtenant to the unit.~~

1289 ~~(11)-(13)~~ (11) "Common interest community Condominium property"  
 1290 means the lands, leaseholds, and personal property that are  
 1291 subjected to common interest community ~~condominium~~ ownership,  
 1292 whether or not contiguous, and all improvements thereon and all  
 1293 easements and rights appurtenant thereto intended for use in  
 1294 connection with the common interest community ~~condominium~~.

1295 (13) "Community association manager" or "CAM" means a  
 1296 person licensed pursuant to part VIII of chapter 468 to perform  
 1297 community association management services.

1298 (14) "Conspicuous type" means bold type in capital letters  
 1299 no smaller than the largest type, exclusive of headings, on the  
 1300 page on which it appears and, in all cases, at least 10-point  
 1301 type. Where conspicuous type is required, it must be separated  
 1302 on all sides from other type and print. Conspicuous type may be  
 1303 used in a contract for purchase and sale of a unit, a lease of a  
 1304 unit for more than 5 years, or a prospectus or offering circular  
 1305 only where required by law.

1306 (15) "Declaration," ~~or~~ "declaration of common interest  
 1307 communities, condominium" "declaration of covenants and  
 1308 restrictions," "proprietary lease," or any similar term means

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1309 the instrument or instruments by which a common interest  
 1310 community condominium is created, as they are from time to time  
 1311 amended and used in this chapter.

1312 (16) "Developer" means a person who creates a common  
 1313 interest community condominium or offers common interest  
 1314 community condominium parcels for sale or lease in the ordinary  
 1315 course of business, but does not include:

1316 (a) An owner or lessee of a common interest community  
 1317 condominium or cooperative unit who has acquired the unit for  
 1318 his or her own occupancy;

1319 (b) A cooperative association that creates a common  
 1320 interest community condominium by conversion of an existing  
 1321 residential cooperative after control of the association has  
 1322 been transferred to the unit owners if, following the  
 1323 conversion, the unit owners are the same persons who were unit  
 1324 owners of the cooperative and no units are offered for sale or  
 1325 lease to the public as part of the plan of conversion; or

1326 ~~(c) A bulk assignee or bulk buyer as defined in s. 718.703;~~  
 1327 ~~or~~

1328 (c) ~~(d)~~ A state, county, or municipal entity acting as a  
 1329 lessor and not otherwise named as a developer in the declaration  
 1330 of common interest community condominium.

1331 (17) "Division" means the Division of Common Interest  
 1332 Communities Florida Condominiums, Timeshares, and Mobile Homes  
 1333 of the Department of Business and Professional Regulation.

1334 (18) "Governing documents" or "documents" means the  
 1335 declaration and other recorded documents, including the articles  
 1336 of incorporation, bylaws, and rules and regulations that govern  
 1337 the operation of a common interest community association or

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1338 determine the rights and obligations of the members of the  
1339 common interest community.

1340 (19)~~(18)~~ "Land" means the surface of a legally described  
1341 parcel of real property and includes, unless otherwise specified  
1342 in the declaration and whether separate from or including such  
1343 surface, airspace lying above and subterranean space lying below  
1344 such surface. However, if so defined in the declaration, the  
1345 term "land" may mean all or any portion of the airspace or  
1346 subterranean space between two legally identifiable elevations  
1347 and may exclude the surface of a parcel of real property and may  
1348 mean any combination of the foregoing, whether or not  
1349 contiguous, or may mean a common interest community ~~condominium~~  
1350 unit.

1351 (20)~~(19)~~ "Limited common elements" means those common  
1352 elements that ~~which~~ are reserved for the use of a certain unit  
1353 or units to the exclusion of all other units, as specified in  
1354 the declaration.

1355 (21) "Master association" means a common interest community  
1356 association whose members are also members or unit owners of  
1357 common interest community sub-associations.

1358 (22) "Member" means the owner of property who shares common  
1359 expenses.

1360 (23)~~(20)~~ "Multi-common interest community ~~multicondominium~~"  
1361 means a real estate development containing two or more common  
1362 interest communities ~~condominiums~~, all of which are operated by  
1363 the same association.

1364 (24) (a) "Notice" means reasonable procedures taken to  
1365 ensure required information is provided to an intended  
1366 recipient. The term shall be liberally construed if the property

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1367 is configured in a way that prevents the posting of a notice in  
1368 a conspicuous location.

1369 (b)1. The term includes electronic notice when required in  
1370 this chapter.

1371 2. Consent to electronic notice and waiver of regular mail  
1372 or hand delivery must be maintained in the official records and  
1373 may be withdrawn at any time.

1374 3. Undeliverable electronic notice shall cause the e-mail  
1375 address to be removed from future electronic notice until  
1376 requested to be reinstated.

1377 4. Electronic notice must be sent in time for any rejected  
1378 or undeliverable notice to be mailed by regular mail or hand  
1379 delivered in order to maintain the required time schedule for  
1380 notice.

1381 (25)(21) "Operation" or "operation of the common interest  
1382 community ~~condominium~~" includes the administration and  
1383 management of the common interest community ~~condominium~~  
1384 property.

1385 (26)(22) "Rental agreement" means any written agreement, or  
1386 oral agreement if for less duration than 1 year, providing for  
1387 use and occupancy of premises.

1388 (27)(23) "Residential common interest community  
1389 ~~condominium~~" means a common interest community ~~condominium~~  
1390 consisting of two or more units, any of which are intended for  
1391 use as a private temporary or permanent residence, except that a  
1392 common interest community ~~condominium~~ is not a residential  
1393 common interest community ~~condominium~~ if the use for which the  
1394 units are intended is primarily commercial or industrial and not  
1395 more than three units are intended to be used for private

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1396 residence, and are intended to be used as housing for  
 1397 maintenance, managerial, janitorial, or other operational staff  
 1398 of the common interest community ~~condominium~~. With respect to a  
 1399 common interest community ~~condominium~~ that is not a timeshare  
 1400 common interest community ~~condominium~~, a residential unit  
 1401 includes a unit intended as a private temporary or permanent  
 1402 residence as well as a unit not intended for commercial or  
 1403 industrial use. With respect to a timeshare common interest  
 1404 community ~~condominium~~, the timeshare instrument as defined in s.  
 1405 721.05(35) shall govern the intended use of each unit in the  
 1406 common interest community ~~condominium~~. If a common interest  
 1407 community ~~condominium~~ is a residential common interest community  
 1408 ~~condominium~~ but contains units intended to be used for  
 1409 commercial or industrial purposes, then, with respect to those  
 1410 units which are not intended for or used as private residences,  
 1411 the common interest community ~~condominium~~ is not a residential  
 1412 common interest community ~~condominium~~. A common interest  
 1413 community that ~~condominium which~~ contains both commercial and  
 1414 residential units is a mixed-use common interest community  
 1415 ~~condominium~~ and is subject to the requirements of s. 718.404.

1416 ~~(28)~~(24) "Special assessment" means any assessment levied  
 1417 against a unit owner other than the assessment required by a  
 1418 budget adopted annually.

1419 (29) "Successor" or "subsequent developer" means any  
 1420 person, other than the creating developer or concurrent  
 1421 developer, who offers parcels for sale or lease in the ordinary  
 1422 course of business. However, the term does not include a  
 1423 financial lending institution receiving title to a number of  
 1424 units through foreclosure or deed in lieu of foreclosure unless

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1425 the institution subsequently offers parcels for sale or lease in  
1426 the ordinary course of business. Conveying all of such units to  
1427 another person relieves the institution of developer  
1428 responsibilities.

1429 (30)~~(25)~~ "Timeshare estate" means any interest in a unit  
1430 under which the exclusive right of use, possession, or occupancy  
1431 of the unit circulates among the various purchasers of a  
1432 timeshare plan pursuant to chapter 721 on a recurring basis for  
1433 a period of time.

1434 (31)~~(26)~~ "Timeshare unit" means a unit in which timeshare  
1435 estates have been created.

1436 (32)~~(27)~~ "Unit" means a part of the common interest  
1437 community condominium property which is subject to exclusive  
1438 ownership. A unit may be in improvements, land, or land and  
1439 improvements together, as specified in the declaration. The term  
1440 includes any part of the property which is subject to exclusive  
1441 ownership. A unit may be in improvements, land, or land and  
1442 improvements together, as specified in the documents, and  
1443 includes:

1444 (a) A condominium form of ownership of real property  
1445 created pursuant to this chapter comprised entirely of units  
1446 that may be owned by one or more persons, and in which there is,  
1447 appurtenant to each unit, an undivided share in common elements.

1448 (b) A cooperative form of ownership of real property  
1449 wherein legal title is vested in a corporation or other entity  
1450 and the beneficial use is evidenced by an ownership interest in  
1451 the association and a lease or other muniment of title or  
1452 possession granted by the association as the owner of all the  
1453 cooperative property.

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1454 (c) A platted or unplatted lot, tract, unit, or other  
 1455 subdivision of real property within a community, as described in  
 1456 the governing documents, which is capable of separate  
 1457 conveyance, and of which the parcel owner is obligated by the  
 1458 documents to be a member of an association that serves the  
 1459 community.

1460 (33)-(28) "Unit owner," or "owner of a unit," or "member"  
 1461 means a record owner of legal title or a lessee of a cooperative  
 1462 unit to a common interest community ~~condominium~~ parcel.

1463 (34)-(29) "Voting certificate" means a document which  
 1464 designates one of the record title owners, or the corporate,  
 1465 partnership, or entity representative, who is authorized to vote  
 1466 on behalf of a common interest community ~~condominium~~ unit that  
 1467 is owned by more than one owner or by any entity. If there is  
 1468 exclusive joint ownership by a husband and wife, a voting  
 1469 certificate is not required.

1470 (35)-(30) "Voting interests" means the voting rights  
 1471 distributed to the association members pursuant to s.  
 1472 718.104(6)(n) ~~718.104(4)(j)~~. In a multi-common interest  
 1473 community ~~multicondominium~~ association, the voting interests of  
 1474 the association are the voting rights distributed to the unit  
 1475 owners in all common interest communities ~~condominiums~~ operated  
 1476 by the association. On matters related to a specific common  
 1477 interest community ~~condominium~~ in a multi-common interest  
 1478 community ~~multicondominium~~ association, the voting interests of  
 1479 the common interest community ~~condominium~~ are the voting rights  
 1480 distributed to the unit owners in that common interest community  
 1481 ~~condominium~~.

1482 Section 47. Section 718.1035, Florida Statutes, is amended

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1483 to read:

1484 718.1035 Power of attorney; compliance with chapter.—The  
1485 use of a power of attorney that affects any aspect of the  
1486 operation of a common interest community ~~condominium~~ shall be  
1487 subject to and in compliance with the provisions of this chapter  
1488 and all common interest community ~~condominium~~ documents,  
1489 association rules and other rules adopted pursuant to this  
1490 chapter, and all other covenants, conditions, and restrictions  
1491 in force at the time of the execution of the power of attorney.  
1492 The use of a power of attorney does not create eligibility to  
1493 serve on the board of directors.

1494 Section 48. Section 718.104, Florida Statutes, is amended  
1495 to read:

1496 718.104 Creation of common interest communities  
1497 ~~condominiums~~; contents of declaration.—Every common interest  
1498 community ~~condominium~~ created in this state shall be created  
1499 pursuant to this chapter.

1500 (1) A common interest community ~~condominium~~ may be created  
1501 on land owned in fee simple or held under a lease complying with  
1502 the provisions of s. 718.401.

1503 (2) A common interest community ~~condominium~~ is created by  
1504 recording a declaration in the public records of the county  
1505 where the land is located, executed and acknowledged with the  
1506 requirements for a deed. All persons who have record title to  
1507 the interest in the land being submitted to common interest  
1508 community ~~condominium~~ ownership, or their lawfully authorized  
1509 agents, must join in the execution of the declaration. Upon the  
1510 recording of the declaration, or an amendment adding a phase to  
1511 the common interest community ~~condominium~~ under s. 718.403(6),

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1512 all units described in the declaration or phase amendment as  
1513 being located in or on the land then being submitted to common  
1514 interest community ~~condominium~~ ownership shall come into  
1515 existence, regardless of the state of completion of planned  
1516 improvements in which the units may be located or any other  
1517 requirement or description that a declaration may provide. Upon  
1518 recording the declaration of common interest community  
1519 ~~condominium~~ pursuant to this section, the developer shall file  
1520 the recording information with the division within 120 calendar  
1521 days on a form prescribed by the division.

1522 (3) All persons who have any record interest in any  
1523 mortgage encumbering the interest in the land being submitted to  
1524 common interest community ~~condominium~~ ownership must either join  
1525 in the execution of the declaration or execute, with the  
1526 requirements for deed, and record, a consent to the declaration  
1527 or an agreement subordinating their mortgage interest to the  
1528 declaration.

1529 (4) All provisions of the common interest community  
1530 documents must be reasonable and are enforceable equitable  
1531 servitudes that run with the land and are effective until the  
1532 common interest community is terminated.

1533 (5) The declaration provisions of the common interest  
1534 community documents shall be liberally construed to not  
1535 challenge the property rights and quiet enjoyment of owners.

1536 (6) ~~(4)~~ The documents ~~declaration~~ must contain or provide  
1537 for the following matters:

1538 (a) A statement submitting the property to common interest  
1539 community ~~condominium~~ ownership.

1540 (b) The name by which the common interest community

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1541 ~~condominium~~ property is to be identified, which shall include  
1542 the word "condominium," "homeowner," or "cooperative" or be  
1543 followed by the appropriate designation. ~~words "a condominium."~~

1544 (c) The legal description of the land and, if a leasehold  
1545 estate is submitted to the common interest community  
1546 ~~condominium,~~ an identification of the lease.

1547 (d) An identification of each unit by letter, name, or  
1548 number, or combination thereof, so that no unit bears the same  
1549 designation as any other unit.

1550 (e) A survey of the land which meets the minimum technical  
1551 ~~standards of practice~~ established by the Board of Professional  
1552 Surveyors and Mappers, pursuant to s. 472.027, and a graphic  
1553 description of the improvements in which units are located and a  
1554 plot plan thereof that, together with the documents declaration,  
1555 are in sufficient detail to identify the common elements and  
1556 each unit and their relative locations and approximate  
1557 dimensions. Failure of the survey to meet the minimum technical  
1558 ~~standards of practice~~ does not invalidate an otherwise validly  
1559 created common interest community condominium.

1560 (f) The survey, graphic description, and plot plan may be  
1561 in the form of exhibits consisting of building plans, floor  
1562 plans, maps, surveys, or sketches. If the construction of the  
1563 common interest community condominium is not substantially  
1564 completed, there shall be a statement to that effect, and, upon  
1565 substantial completion of construction, the developer or the  
1566 association shall amend the documents declaration to include the  
1567 certificate described in paragraphs (g)-(i) below.

1568 (g) The amendment may be accomplished by referring to the  
1569 recording data of a survey of the common interest community

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1570 ~~condominium~~ that complies with the certificate. A certificate of  
1571 a surveyor and mapper authorized to practice in this state shall  
1572 be included in or attached to the documents ~~declaration~~ or the  
1573 survey or graphic description as recorded under s. 718.105 that  
1574 the construction of the improvements is substantially complete  
1575 so that the material, together with the provisions of the  
1576 documents ~~declaration~~ describing the common interest community  
1577 ~~condominium~~ property, is an accurate representation of the  
1578 location and dimensions of the improvements and so that the  
1579 identification, location, and dimensions of the common elements  
1580 or common property and of each unit can be determined from these  
1581 materials.

1582       (h) Completed units within each substantially completed  
1583 building in a common interest community ~~condominium~~ development  
1584 may be conveyed to buyers ~~purchasers~~, notwithstanding that other  
1585 buildings in the common interest community ~~condominium~~ are not  
1586 substantially completed, provided that all planned improvements,  
1587 including, but not limited to, landscaping, utility services and  
1588 access to the unit, and common-element facilities serving such  
1589 building, as set forth in the documents ~~declaration~~, are first  
1590 completed and the documents ~~are~~ ~~declaration of condominium is~~  
1591 first recorded and provided that as to the units being conveyed  
1592 there is a certificate of a surveyor and mapper as required  
1593 above, including certification that all planned improvements,  
1594 including, but not limited to, landscaping, utility services and  
1595 access to the unit, and common-element facilities serving the  
1596 building in which the units to be conveyed are located have been  
1597 substantially completed, and such certificate is recorded with  
1598 the original documents ~~declaration~~ or as an amendment to such

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1599 documents ~~declaration. This section does not, however, operate~~  
1600 ~~to require development of improvements and amenities declared to~~  
1601 ~~be included in future phases pursuant to s. 718.403 before~~  
1602 ~~conveying a unit as provided in this paragraph.~~

1603       (i) For the purposes of this section, a "certificate of a  
1604 surveyor and mapper" means certification by a surveyor and  
1605 mapper in the form provided in paragraph (g), paragraph (h), and  
1606 this paragraph and may include, along with certification by a  
1607 surveyor and mapper, when appropriate, certification by an  
1608 architect or engineer authorized to practice in this state.  
1609 Notwithstanding the requirements of substantial completion  
1610 provided in this section, paragraph (g), paragraph (h), and this  
1611 paragraph ~~do~~ ~~does~~ not prohibit or impair the validity of a  
1612 mortgage encumbering units together with an undivided interest  
1613 in the common elements as described in the documents of a common  
1614 interest community ~~a declaration of condominium~~ recorded before  
1615 the recording of a certificate of a surveyor and mapper as  
1616 provided in this paragraph.

1617       (j) ~~(f)~~ The undivided share of ownership of the common  
1618 elements, common property, and common surplus of the common  
1619 interest community ~~condominium~~ that is appurtenant to each unit  
1620 stated as a percentage or a fraction of the whole. In the  
1621 documents ~~declaration~~ of ~~condominium~~ ~~for~~ residential units  
1622 ~~condominiums~~ ~~created after April 1, 1992,~~ the ownership share of  
1623 the common elements assigned to each residential unit shall be  
1624 based either upon the total square footage of each residential  
1625 unit in uniform relationship to the total square footage of each  
1626 other residential unit in the common interest community  
1627 ~~condominium~~ or on an equal fractional basis.

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1628        (k)~~(g)~~ The percentage or fractional shares of liability for  
1629 common expenses of the common interest community condominium,  
1630 which, for all residential units, must be the same as the  
1631 undivided shares of ownership of the common elements and common  
1632 surplus appurtenant to each unit as provided for in paragraph  
1633 (j), except when such expenses are not related to the size of  
1634 the unit. Expenses not related to the size of the unit may be  
1635 allocated on a per-unit basis ~~(f)~~.

1636        (l)~~(h)~~ If a developer reserves the right, in the documents  
1637 ~~a declaration recorded on or after July 1, 2000~~, to create a  
1638 multi-common interest community multicondominium, the documents  
1639 ~~declaration~~ must state, or provide a specific formula for  
1640 determining, the fractional or percentage shares of liability  
1641 for the common expenses of the association and of ownership of  
1642 the common surplus of the association to be allocated to the  
1643 units in each common interest community condominium to be  
1644 operated by the association. If the documents ~~a declaration~~  
1645 ~~recorded on or after July 1, 2000~~, for a common interest  
1646 community condominium operated by a multi-common interest  
1647 community multicondominium association as originally recorded  
1648 ~~fail fails~~ to so provide, the share of liability for the common  
1649 expenses of the association and of ownership of the common  
1650 surplus of the association allocated to each unit in each common  
1651 interest community condominium operated by the association shall  
1652 be equal on a per-unit basis ~~a fraction of the whole, the~~  
1653 ~~numerator of which is the number "one" and the denominator of~~  
1654 ~~which is the total number of units in all condominiums operated~~  
1655 ~~by the association.~~

1656        (m)~~(i)~~ The name of the association, which must be a

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1657 corporation for profit or a corporation not for profit. An  
 1658 association not incorporated on July 1, 2016, must be  
 1659 incorporated within 1 year after the effective date of the  
 1660 documents.

1661 (n)~~(j)~~ Unit owners' membership and voting rights in the  
 1662 association.

1663 (o)~~(k)~~ The document or documents creating the association,  
 1664 which may be attached as an exhibit.

1665 (p)~~(l)~~ A copy of the bylaws, which shall be attached as an  
 1666 exhibit. Defects or omissions in the bylaws shall not affect the  
 1667 validity of the common interest community ~~condominium~~ or title  
 1668 to the common interest community ~~condominium~~ parcels.

1669 (q)~~(m)~~ Other desired provisions consistent ~~not inconsistent~~  
 1670 with this chapter.

1671 (r)~~(n)~~ The creation of a nonexclusive easement for ingress  
 1672 and egress over streets, walks, and other rights-of-way serving  
 1673 the units of a common interest community ~~condominium~~, as part of  
 1674 the common elements necessary to provide reasonable access to  
 1675 the public ways, or a dedication of the streets, walks, and  
 1676 other rights-of-way to the public. All easements for ingress and  
 1677 egress shall not be encumbered by any leasehold or lien other  
 1678 than those on the common interest community ~~condominium~~ parcels,  
 1679 unless:

1680 1. Any such lien is subordinate to the rights of unit  
 1681 owners, or

1682 2. The holder of any encumbrance or leasehold of any  
 1683 easement has executed and recorded an agreement that the use-  
 1684 rights of each unit owner will not be terminated as long as the  
 1685 unit owner has not been evicted because of a default under the

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1686 encumbrance or lease, and the use-rights of any mortgagee of a  
1687 unit who has acquired title to a unit may not be terminated.

1688 ~~(e) If timeshare estates will or may be created with~~  
1689 ~~respect to any unit in the condominium, a statement in~~  
1690 ~~conspicuous type declaring that timeshare estates will or may be~~  
1691 ~~created with respect to units in the condominium. In addition,~~  
1692 ~~the degree, quantity, nature, and extent of the timeshare~~  
1693 ~~estates that will or may be created shall be defined and~~  
1694 ~~described in detail in the declaration, with a specific~~  
1695 ~~statement as to the minimum duration of the recurring periods of~~  
1696 ~~rights of use, possession, or occupancy that may be created with~~  
1697 ~~respect to any unit.~~

1698 (7)~~(5)~~ The documents ~~declaration~~ as originally recorded or  
1699 as amended under the procedures provided therein may include  
1700 reasonable covenants and restrictions concerning the use,  
1701 occupancy, and transfer of the units permitted by law with  
1702 reference to real property. However, the rule against  
1703 perpetuities shall not defeat a right given any person or entity  
1704 by the documents ~~declaration~~ for the purpose of allowing unit  
1705 owners to retain reasonable control over the use, occupancy, and  
1706 transfer of units.

1707 (8)~~(6)~~ A person who joins in, or consents to the execution  
1708 of, a governing document ~~declaration~~ subjects his or her  
1709 interest in the common interest community ~~condominium~~ property  
1710 to the provisions of the document ~~declaration~~.

1711 (9)~~(7)~~ All provisions of the governing document ~~declaration~~  
1712 are enforceable equitable servitudes, run with the land, and are  
1713 effective until the common interest community ~~condominium~~ is  
1714 terminated.

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1715 Section 49. Section 718.1045, Florida Statutes, is amended  
1716 to read:

1717 718.1045 Timeshare estates; limitation on creation.—No  
1718 timeshare estates shall be created with respect to any common  
1719 interest community condominium unit except pursuant to  
1720 provisions in the declaration expressly permitting the creation  
1721 of such estates.

1722 Section 50. Section 718.105, Florida Statutes, is amended  
1723 to read:

1724 718.105 Recording of documents ~~declaration~~.—

1725 (1) When executed as required by s. 718.104, the documents  
1726 shall be recorded in the county where the common interest  
1727 community is located ~~a declaration~~ together with all exhibits  
1728 and ~~all~~ amendments, and are ~~is~~ entitled to recordation as an  
1729 agreement relating to the conveyance of land.

1730 (2) Graphic descriptions of improvements constituting  
1731 exhibits to the documents ~~a declaration~~, when accompanied by the  
1732 certificate of a surveyor required by s. 718.104, may be  
1733 recorded as a part of the documents ~~a declaration~~ without  
1734 approval of any public body or officer.

1735 (3) When the documents are recorded pursuant to this  
1736 section, a certificate or receipted bill shall be filed with the  
1737 clerk of the circuit court in the county where the property is  
1738 located showing that all taxes due and owing on the property  
1739 have been paid in full as of the date of recordation ~~recording~~  
1740 ~~the declaration may, for his or her convenience, file the~~  
1741 ~~exhibits of a declaration which contains graphic descriptions of~~  
1742 ~~improvements in a separate book, and shall indicate the place of~~  
1743 ~~filing upon the margin of the record of the declaration.~~

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1744 (4) (a) If the documents ~~declaration does~~ not have the  
1745 certificate or the survey or graphic description of the  
1746 improvements required under s. 718.104(6) ~~718.104(4)(e)~~, the  
1747 developer shall deliver therewith to the clerk an estimate,  
1748 signed by a surveyor authorized to practice in this state, of  
1749 the cost of a final survey or graphic description providing the  
1750 certificate prescribed by s. 718.104(6) ~~718.104(4)(e)~~, and shall  
1751 deposit with the clerk the sum of money specified in the  
1752 estimate.

1753 (b) The clerk shall hold the money until an amendment to  
1754 the documents ~~declaration~~ is recorded that complies with the  
1755 certificate requirements of s. 718.104(6) ~~718.104(4)(e)~~. At that  
1756 time, the clerk shall pay to the person presenting the amendment  
1757 to the declaration the sum of money deposited, without making  
1758 any charge for holding the sum, receiving it, or paying out,  
1759 other than the fees required for recording the common interest  
1760 community condominium documents.

1761 (c) If the sum of money held by the clerk has not been paid  
1762 to the developer or association as provided in paragraph (b)  
1763 within 3 ~~5~~ years after the date the documents were ~~declaration~~  
1764 ~~was~~ originally recorded, the clerk may notify, in writing, the  
1765 registered agent of the association that the sum is still  
1766 available and the purpose for which it was deposited. If the  
1767 association does not record the certificate within 90 days after  
1768 the clerk has given the notice, the clerk may disburse the money  
1769 to the developer. If the developer cannot be located, the clerk  
1770 shall disburse the money to the Division of Common Interest  
1771 Communities ~~Florida Condominiums, Timeshares, and Mobile Homes~~  
1772 for deposit in the Division of Common Interest Communities

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1773 ~~Florida Condominiums, Timeshares, and Mobile Homes~~ Trust Fund.

1774 (5) When documents are ~~a declaration of condominium is~~  
1775 recorded pursuant to this section, a certificate or receipted  
1776 bill shall be filed with the clerk of the circuit court in the  
1777 county where the property is located showing that all taxes due  
1778 and owing on the property have been paid in full as of the date  
1779 of recordation.

1780 Section 51. Section 718.106, Florida Statutes, is amended  
1781 to read:

1782 718.106 Common interest community ~~condominium~~ parcels;  
1783 appurtenances; possession and enjoyment.-

1784 (1) A common interest community ~~condominium~~ parcel,  
1785 including a community created as a leasehold, created by the  
1786 documents ~~declaration~~ is a separate parcel of real property,  
1787 ~~even though the condominium is created on a leasehold.~~

1788 (2) There shall pass with a unit, as appurtenances thereto:

1789 (a) An undivided share in the common elements and common  
1790 surplus.

1791 (b) The exclusive right to use such portion of the common  
1792 elements as may be provided by the documents ~~declaration,~~  
1793 including the right to transfer such right to other units or  
1794 unit owners to the extent authorized by the documents  
1795 ~~declaration~~ as originally recorded, or amendments to the  
1796 documents ~~declaration~~ adopted pursuant to the provisions  
1797 contained therein. Amendments to documents ~~declarations of~~  
1798 ~~condominium~~ providing for the transfer of use rights with  
1799 respect to limited common elements are not amendments that  
1800 materially modify unit appurtenances as described in s.

1801 718.110(4). However, in order to be effective, the transfer of

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1802 use rights with respect to limited common elements must be  
1803 effectuated in conformity with the procedures set forth in the  
1804 documents ~~declaration~~ as originally recorded or as amended under  
1805 the procedures provided therein. This section is intended to  
1806 clarify existing law and applies to associations existing on the  
1807 effective date of this act.

1808 (c) An exclusive easement for the use of the airspace  
1809 occupied by the unit as it exists at any particular time and as  
1810 the unit may lawfully be altered or reconstructed from time to  
1811 time. An easement in airspace which is vacated shall be  
1812 terminated automatically.

1813 (d) Membership in the association designated in the  
1814 documents ~~declaration~~, with the full voting rights appertaining  
1815 thereto.

1816 (e) Other appurtenances as may be provided in the documents  
1817 that may not be burdened by regulations or restrictions that are  
1818 the purview of other authority ~~declaration~~.

1819 (3) (a) Expiration of a motor vehicle tag or failure to  
1820 display a motor vehicle tag or parking permit is not sufficient  
1821 grounds for enforcement action if it is the unit owner's only  
1822 vehicle and the vehicle is parked in the spot assigned to the  
1823 unit.

1824 (b) An association may not prohibit or restrict the parking  
1825 of a noncommercial motor vehicle owned by a unit owner or the  
1826 owner's guest, licensee, or invitee.

1827 (4) ~~(3)~~ A unit owner is entitled to the exclusive possession  
1828 of his or her unit, subject to the provisions of s. 718.111(5).  
1829 He or she is entitled to use the common elements in accordance  
1830 with the purposes for which they are intended, but no use may

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1831 hinder or encroach upon the lawful rights of other unit owners.

1832 (5)~~(4)~~ When a unit is leased, a tenant shall have all use  
1833 rights in the association property and those common elements  
1834 otherwise readily available for use generally by unit owners and  
1835 the unit owner shall not have such rights except as a guest,  
1836 unless such rights are waived in writing by the tenant. Nothing  
1837 in this subsection shall interfere with the access rights of the  
1838 unit owner as a landlord pursuant to chapter 83. The association  
1839 shall have the right to adopt rules to prohibit dual usage by a  
1840 unit owner and a tenant of association property and common  
1841 elements otherwise readily available for use generally by unit  
1842 owners.

1843 (6)~~(5)~~ A local government may not adopt an ordinance or  
1844 regulation that prohibits common interest community ~~condominium~~  
1845 unit owners or their guests, licensees, or invitees from  
1846 pedestrian access to a public beach contiguous to a common  
1847 interest community ~~condominium~~ property, except where necessary  
1848 to protect public health, safety, or natural resources. This  
1849 subsection does not prohibit a governmental entity from enacting  
1850 regulations governing activities taking place on the beach.

1851 Section 52. Section 718.107, Florida Statutes, is amended  
1852 to read:

1853 718.107 Restraint upon separation and partition of common  
1854 elements.—

1855 (1) The undivided share in the common elements ~~which is~~  
1856 appurtenant to a unit shall not be separated from it and shall  
1857 pass with the title to the unit, whether or not separately  
1858 described.

1859 (2) The share in the common elements appurtenant to a unit

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1860 cannot be conveyed or encumbered except together with the unit.

1861 (3) The shares in the common elements appurtenant to units  
1862 are undivided, and no action for partition of the common  
1863 elements shall lie.

1864 Section 53. Section 718.108, Florida Statutes, is amended  
1865 to read:

1866 718.108 Common elements.—

1867 (1) "Common elements" includes within its meaning the  
1868 following:

1869 (a) The common interest community ~~condominium~~ property  
1870 which is not included within the units.

1871 (b) Easements through units for conduits, ducts, plumbing,  
1872 wiring, and other facilities for the furnishing of utility  
1873 services to units and the common elements.

1874 (c) An easement of support in every portion of a unit that  
1875 ~~which~~ contributes to the support of a building.

1876 (d) The property and installations required for the  
1877 furnishing of utilities and other services to more than one unit  
1878 or to the common elements.

1879 (2) The documents ~~declaration~~ may designate other parts of  
1880 the common interest community ~~condominium~~ property as common  
1881 elements.

1882 Section 54. Section 718.1085, Florida Statutes, is amended  
1883 to read:

1884 718.1085 Certain regulations not to be retroactively  
1885 applied.—Notwithstanding the provisions of chapter 633 or of any  
1886 other code, statute, ordinance, administrative rule, or  
1887 regulation, or any interpretation thereof, an association,  
1888 common interest community ~~condominium~~, or unit owner is not

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1889 obligated to retrofit the common elements or units of a  
1890 residential common interest community ~~condominium~~ that meets the  
1891 definition of "housing for older persons" in s. 760.29(4)(b)3.  
1892 to comply with requirements relating to handrails and guardrails  
1893 if the unit owners have voted to forego such retrofitting by the  
1894 affirmative vote of two-thirds of all voting interests in the  
1895 affected common interest community ~~condominium~~. However, a  
1896 common interest community ~~condominium~~ association may not vote  
1897 to forego the retrofitting in common areas in a high-rise  
1898 building. For the purposes of this section, the term "high-rise  
1899 building" means a building that is greater than 75 feet in  
1900 height where the building height is measured from the lowest  
1901 level of fire department access to the floor of the highest  
1902 occupiable level. For the purposes of this section, the term  
1903 "common areas" means stairwells and exposed, outdoor walkways  
1904 and corridors. In no event shall the local authority having  
1905 jurisdiction require retrofitting of common areas with handrails  
1906 and guardrails before the end of 2014.

1907 (1) A vote to forego retrofitting may not be obtained by  
1908 general proxy or limited proxy, but shall be obtained by a vote  
1909 personally cast at a duly called membership meeting, or by  
1910 execution of a written consent by the member, and shall be  
1911 effective upon the recording of a certificate attesting to such  
1912 vote in the public records of the county where the common  
1913 interest community ~~condominium~~ is located. The association shall  
1914 provide each unit owner written notice of the vote to forego  
1915 retrofitting of the required handrails or guardrails, or both,  
1916 in at least 16-point bold type, by certified mail, within 20  
1917 days after the association's vote. After such notice is provided

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1918 to each owner, a copy of such notice shall be provided by the  
 1919 current owner to a new owner prior to closing and shall be  
 1920 provided by a unit owner to a renter prior to signing a lease.

1921 (2) As part of the information collected annually from  
 1922 common interest communities ~~condominiums~~, the division shall  
 1923 require common interest community ~~condominium~~ associations to  
 1924 report the membership vote and recording of a certificate under  
 1925 this subsection and, if retrofitting has been undertaken, the  
 1926 per-unit cost of such work. The division shall annually report  
 1927 to the Division of State Fire Marshal of the Department of  
 1928 Financial Services the number of common interest communities  
 1929 ~~condominiums~~ that have elected to forego retrofitting.

1930 Section 55. Section 718.109, Florida Statutes, is amended  
 1931 to read:

1932 718.109 Legal description of common interest community  
 1933 ~~condominium~~ parcels.—Following the recording of the documents by  
 1934 which a common interest community is created ~~declaration~~, a  
 1935 description of a common interest community ~~condominium~~ parcel by  
 1936 the number or other designation by which the unit is identified  
 1937 ~~in the declaration~~, together with the recording data identifying  
 1938 the documents ~~declaration~~, shall be a sufficient legal  
 1939 description for all purposes. The description includes all  
 1940 appurtenances to the unit concerned, whether or not separately  
 1941 described, including, but not limited to, the undivided share in  
 1942 the common elements appurtenant thereto.

1943 Section 56. Section 718.110, Florida Statutes, is amended  
 1944 to read:

1945 718.110 Amendment of documents ~~declaration~~; correction of  
 1946 error or omission in documents ~~declaration~~ by circuit court.—

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1947           (1) ~~(a)~~ The documents ~~If the declaration fails to provide a~~  
1948 ~~method of amendment, the declaration~~ may be amended as to all  
1949 matters except those described in subsection (4) or subsection  
1950 (8) if the amendment is approved by the owners of a majority of  
1951 the units present and voting at a duly called meeting of the  
1952 common interest community ~~not less than two thirds of the units.~~  
1953 ~~Except as to those matters described in subsection (4) or~~  
1954 ~~subsection (8), no declaration recorded after April 1, 1992,~~  
1955 ~~shall require that amendments be approved by more than four~~  
1956 ~~fifths of the voting interests.~~

1957           (a) ~~(b)~~ No provision of the documents ~~declaration~~ shall be  
1958 revised or amended by reference to its title or number only.  
1959 Proposals to amend existing provisions of the documents  
1960 ~~declaration~~ shall contain the full text of the provision to be  
1961 amended; new words shall be inserted in the text and underlined;  
1962 and words to be deleted shall be struck ~~lined~~ through with  
1963 hyphens. However, if the proposed change is so extensive that  
1964 this procedure would hinder, rather than assist, the  
1965 understanding of the proposed amendment, it is not necessary to  
1966 use underlining and hyphens as indicators of words added or  
1967 deleted, but, instead, a notation must be inserted immediately  
1968 preceding the proposed amendment in substantially the following  
1969 language: "Substantial rewording of documents ~~declaration~~. See  
1970 provision .... for present text."

1971           (b) ~~(e)~~ Nonmaterial errors or omissions in the amendment  
1972 process will not invalidate an otherwise properly promulgated  
1973 amendment.

1974           (2) An amendment, other than amendments made by the  
1975 developer pursuant to ss. 718.104, 718.403, and 718.504(6), (7),

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1976 and (9) without a vote of the unit owners and any rights the  
 1977 developer may have in the documents ~~declaration~~ to amend without  
 1978 consent of the unit owners which shall be limited to matters  
 1979 other than those under subsections (4) and (8), shall be  
 1980 recorded and evidenced by a certificate of the association which  
 1981 shall include the recording data identifying the recorded  
 1982 document ~~declaration~~ and shall be executed in the form required  
 1983 for the execution of a deed. An amendment by the developer must  
 1984 be evidenced in writing, ~~but a certificate of the association is~~  
 1985 ~~not required. The developer of a timeshare condominium may~~  
 1986 ~~reserve specific rights in the declaration to amend the~~  
 1987 ~~declaration without the consent of the unit owners.~~

1988 (3) An amendment of the documents ~~a declaration~~ is  
 1989 effective when properly recorded in the public records of the  
 1990 county where the documents are ~~declaration~~ is recorded.

1991 (4) Unless otherwise provided in the documents ~~declaration~~  
 1992 as originally recorded, no amendment may change the  
 1993 configuration or size of any unit in any material fashion,  
 1994 materially alter or modify the appurtenances to the unit, or  
 1995 change the proportion or percentage by which the unit owner  
 1996 shares the common expenses of the common interest community  
 1997 ~~condominium~~ and owns the common surplus of the common interest  
 1998 community ~~condominium~~ unless the record owner of the unit and  
 1999 all record owners of liens on the unit join in the execution of  
 2000 the amendment and unless all the record owners of all other  
 2001 units in the same common interest community ~~condominium~~ approve  
 2002 the amendment. The acquisition of property by the association  
 2003 and material alterations or substantial additions to such  
 2004 property or the common elements by the association in accordance

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2005 with ~~s. 718.111(7) or s. 718.113,~~ and amendments providing for  
2006 the transfer of use rights in limited common elements pursuant  
2007 to s. 718.106(2)(b) shall not be deemed to constitute a material  
2008 alteration or modification of the appurtenances to the units. ~~A~~  
2009 ~~declaration recorded after April 1, 1992, may not require the~~  
2010 ~~approval of less than a majority of total voting interests of~~  
2011 ~~the condominium for amendments under this subsection, unless~~  
2012 ~~otherwise required by a governmental entity.~~

2013 (5) If it appears that through a scrivener's error a unit  
2014 has not been designated as owning an appropriate undivided share  
2015 of the common elements or does not bear an appropriate share of  
2016 the common expenses or that all the common expenses or interest  
2017 in the common surplus or all of the common elements in the  
2018 common interest community ~~condominium~~ have not been distributed  
2019 in the documents ~~declaration~~, so that the sum total of the  
2020 shares of common elements which have been distributed or the sum  
2021 total of the shares of the common expenses or ownership of  
2022 common surplus fails to equal 100 percent, or if it appears that  
2023 more than 100 percent of common elements or common expenses or  
2024 ownership of the common surplus have been distributed, the error  
2025 may be corrected by filing an amendment to the declaration  
2026 approved by the board of administration or a majority of the  
2027 unit owners.

2028 (6) The common elements designated by the documents  
2029 ~~declaration~~ may be enlarged by an amendment to the documents  
2030 ~~declaration~~. The amendment must describe the interest in the  
2031 property and must submit the property to the terms of the  
2032 documents ~~declaration~~. The amendment must be approved and  
2033 executed as provided in this section. The amendment divests the

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2034 association of title to the land and vests title in the unit  
2035 owners as described in ~~part of the documents~~ common elements,  
2036 without naming them and without further conveyance, in the same  
2037 proportion as the undivided share ~~shares~~ in the appurtenances  
2038 ~~common elements that are appurtenant to their~~ the unit ~~owned by~~  
2039 ~~them~~.

2040 (7) The declarations, bylaws, and common elements of two or  
2041 more independent common interest communities ~~condominiums~~ of a  
2042 single complex may be merged to form a single common interest  
2043 community ~~condominium~~, upon the approval of 75 percent of the  
2044 voting interests of each common interest community ~~such voting~~  
2045 ~~interest of each condominium as is required by the declaration~~  
2046 ~~for modifying the appurtenances to the units or changing the~~  
2047 ~~proportion or percentages by which the owners of the parcel~~  
2048 ~~share the common expenses and own the common surplus; upon the~~  
2049 ~~approval of all record owners of liens; and upon the recording~~  
2050 of new or amended articles of incorporation, documents  
2051 ~~declarations~~, and bylaws.

2052 (8) Unless otherwise provided in the documents ~~declaration~~  
2053 as originally recorded, no amendment to the documents  
2054 ~~declaration~~ may permit timeshare estates to be created in any  
2055 unit of the common interest community ~~condominium~~, unless the  
2056 record owner of each unit of the common interest community  
2057 ~~condominium~~ and the record owners of liens on each unit of the  
2058 common interest community ~~condominium~~ join in the execution of  
2059 the amendment.

2060 (9) If there is an omission or error in the documents a  
2061 ~~declaration~~, or in any other document required by law to  
2062 establish the common interest community ~~condominium~~, the

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2063 association may correct the error or omission by an amendment to  
2064 the documents ~~declaration~~ or to the other document required by  
2065 law to establish the common interest community ~~create a~~  
2066 ~~condominium~~ in the manner provided in paragraph (1) (a) ~~the~~  
2067 ~~declaration to amend the declaration or, if none is provided, by~~  
2068 ~~vote of a majority of the voting interests of the condominium.~~  
2069 The amendment is effective when passed and approved and a  
2070 certificate of amendment is executed and recorded as provided in  
2071 subsections (2) and (3). This procedure for amendment cannot be  
2072 used if such an amendment would materially or adversely affect  
2073 property rights of unit owners, unless the affected unit owners  
2074 consent in writing. ~~This subsection does not restrict the powers~~  
2075 ~~of the association to otherwise amend the declaration, or other~~  
2076 ~~documentation, but authorizes a simple process of amendment~~  
2077 ~~requiring a lesser vote for the purpose of curing defects,~~  
2078 ~~errors, or omissions when the property rights of unit owners are~~  
2079 ~~not materially or adversely affected.~~

2080 (10) If there is an omission or error in the documents a  
2081 ~~declaration of condominium~~, or any other document required by  
2082 law to establish the common interest community ~~condominium~~, and  
2083 the omission or error would affect the valid existence of the  
2084 common interest community ~~condominium~~, the circuit court may  
2085 entertain a petition of one or more of the unit owners in the  
2086 common interest community ~~condominium~~, or of the association, to  
2087 correct the error or omission, and the action may be a class  
2088 action.

2089 (a) The court may require that one or more methods of  
2090 correcting the error or omission be submitted to the unit owners  
2091 to determine the most acceptable correction. All unit owners and

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2092 ~~the common interest community, the association, and the~~  
2093 ~~mortgagees of a first mortgage of record~~ must be joined as  
2094 parties to the action. Service of process on unit owners may be  
2095 by hand delivery, certified mail with return receipt requested,  
2096 electronic notice, or publication., ~~but~~ The plaintiff shall  
2097 certify, under oath, that ~~must furnish~~ every unit owner received  
2098 ~~not personally served with process with~~ a copy of the petition  
2099 and final decree of the court by hand delivery, certified mail  
2100 ~~with,~~ return receipt requested, electronic notice, or  
2101 publication, ~~at the unit owner's last known residence address.~~

2102 (b) If an action to determine whether the documents  
2103 ~~declaration~~ or any other common interest community ~~another~~  
2104 ~~condominium~~ document complies with the mandatory requirements  
2105 for the formation of a common interest community ~~condominium~~ is  
2106 not brought within 3 years after ~~of~~ the recording of the  
2107 documents, the documents ~~certificate of a surveyor and mapper~~  
2108 ~~pursuant to s. 718.104(4)(c) or the recording of an instrument~~  
2109 ~~that transfers title to a unit in the condominium which is not~~  
2110 ~~accompanied by a recorded assignment of developer rights in~~  
2111 ~~favor of the grantee of such unit, whichever occurs first, the~~  
2112 ~~declaration~~ and any other common interest community document  
2113 under this chapter ~~documents will effectively~~ create a common  
2114 interest community ~~condominium,~~ as of the date the documents  
2115 ~~were~~ ~~declaration was~~ recorded, regardless of whether the  
2116 documents substantially comply with the mandatory requirements  
2117 of law.

2118 (c) However, both before and after the expiration of this  
2119 3-year period, the circuit court has jurisdiction to entertain a  
2120 petition permitted under this subsection for the correction of

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2121 the documentation, and other methods of amendment may be  
2122 utilized to correct ~~the~~ errors or omissions at any time.

2123 (11) The Legislature finds that the procurement of  
2124 mortgagee consent to amendments that do not affect the rights or  
2125 interests of mortgagees is an unreasonable and substantial  
2126 logistical and financial burden on the common interest community  
2127 association ~~unit owners~~ and ~~that~~ there is a compelling state  
2128 interest in enabling the association members ~~of a condominium~~  
2129 ~~association~~ to approve amendments to the ~~condominium~~ documents  
2130 through legal means. Accordingly, and notwithstanding any  
2131 provision to the contrary contained in this section:

2132 (a) ~~As to any mortgage recorded on or after October 1,~~  
2133 ~~2007,~~ Any provision in the documents ~~declaration~~, articles of  
2134 incorporation, ~~or~~ bylaws, or general law which ~~that~~ requires the  
2135 consent or joinder of some or all mortgagees of units or any  
2136 other portion of the ~~condominium~~ property to or in amendments to  
2137 the documents ~~declaration~~, articles of incorporation, ~~or~~ bylaws,  
2138 or general law, or for any other matter, including termination  
2139 pursuant to s. 718.117, is shall be enforceable only if the  
2140 mortgagee and any subsequent designee or mortgagee provides  
2141 written notice to the association members of its status as a  
2142 mortgage holder, by certified mail with return receipt  
2143 requested, relating as to the following matters:

2144 1. Those matters described in subsections (4) and (8).

2145 2. Amendments to the documents ~~declaration~~, articles of  
2146 incorporation, ~~or~~ bylaws, or general law which ~~that~~ adversely  
2147 affect the ~~priority of the mortgagee's lien or the mortgagee's~~  
2148 rights to foreclose its lien or that otherwise materially affect  
2149 the rights and interests of the mortgagees. The amendments must

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2150 be thoroughly described in the written notice.

2151 (b) ~~As to mortgages recorded before October 1, 2007,~~ Any  
2152 existing provisions in the documents ~~declaration,~~ articles of  
2153 incorporation, ~~or~~ bylaws, or general law requiring mortgagee  
2154 consent shall be enforceable only if the mortgagee and any  
2155 subsequent designee or mortgagee provides written notice as  
2156 required in paragraph (a).

2157 (c) In securing consent or joinder, the association shall  
2158 be entitled to rely upon the written notice provided in  
2159 paragraph (a) ~~public records~~ to identify the holders of  
2160 outstanding mortgages. ~~The association may use the address~~  
2161 ~~provided in the original recorded mortgage document, unless~~  
2162 ~~there is a different address for the holder of the mortgage in a~~  
2163 ~~recorded assignment or modification of the mortgage, which~~  
2164 ~~recorded assignment or modification must reference the official~~  
2165 ~~records book and page on which the original mortgage was~~  
2166 ~~recorded. Once the association has identified the recorded~~  
2167 ~~mortgages of record, the association shall, in writing, request~~  
2168 ~~of each unit owner whose unit is encumbered by a mortgage of~~  
2169 ~~record any information the owner has in his or her possession~~  
2170 ~~regarding the name and address of the person to whom mortgage~~  
2171 ~~payments are currently being made. Notice shall be sent to such~~  
2172 ~~person if the address provided in the original recorded mortgage~~  
2173 ~~document is different from the name and address of the mortgagee~~  
2174 ~~or assignee of the mortgage as shown by the public record. The~~  
2175 ~~association shall be deemed to have complied with this~~  
2176 ~~requirement by making the written request of the unit owners~~  
2177 ~~required under this paragraph.~~ Any notices required to be sent  
2178 to the mortgagees under this subsection ~~paragraph~~ shall be sent

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2179 to the address specified in the written notice provided in  
2180 paragraph (a) all available addresses provided to the  
2181 association.

2182 (d) Any notice to the mortgagees required under this  
2183 subsection ~~paragraph (c)~~ may be sent by a method that  
2184 establishes proof of delivery, and any mortgagee who fails to  
2185 respond within 60 days after the date of mailing shall be deemed  
2186 to have consented to the action amendment.

2187 (e) ~~For those amendments requiring mortgagee consent on or~~  
2188 ~~after October 1, 2007,~~ In the event mortgagee consent is  
2189 provided other than by properly recorded joinder, such consent  
2190 shall be evidenced by affidavit of the association recorded in  
2191 the public records of the county where the common interest  
2192 community declaration is located recorded. Any amendment adopted  
2193 without the required consent of a mortgagee shall be voidable  
2194 only by a mortgagee who was entitled to written notice pursuant  
2195 to paragraph (a) and an opportunity to consent. An action to  
2196 void an amendment or action shall be subject to the statute of  
2197 limitations beginning 2 5 years after the date ~~of discovery as~~  
2198 ~~to the amendments described in subparagraphs (a)1. and 2. and 5~~  
2199 ~~years after the date of recordation of the certificate of~~  
2200 ~~amendment for all other amendments.~~ This provision shall apply  
2201 to all mortgages, regardless of the date of recordation of the  
2202 mortgage.

2203 (f) The documents of a common interest community shall be  
2204 deemed amended to correspond with amendments to applicable  
2205 statutes and may be recorded as amendments with approval of the  
2206 board of directors of the common interest community.

2207 ~~Notwithstanding the provisions of this section, any amendment or~~

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2208 ~~amendments to conform a declaration of condominium to the~~  
2209 ~~insurance coverage provisions in s. 718.111(11) may be made as~~  
2210 ~~provided in that section.~~

2211 (12) (a) With respect to an existing multi-common interest  
2212 community ~~multicondominium~~ association, any amendment to change  
2213 the fractional or percentage share of liability for the common  
2214 expenses of the association and ownership of the common surplus  
2215 of the association must be approved by ~~at least a majority of~~  
2216 the total voting interests of each common interest community  
2217 ~~condominium~~ operated by the association ~~unless the declarations~~  
2218 ~~of all condominiums operated by the association uniformly~~  
2219 ~~require approval by a greater percentage of the voting interests~~  
2220 ~~of each condominium.~~

2221 (b) Unless approval by a greater percentage of the voting  
2222 interests of an existing multi-common interest community  
2223 ~~multicondominium~~ association is expressly required in the  
2224 documents ~~declaration~~ of an existing common interest community  
2225 ~~condominium~~, the documents ~~declaration~~ may be amended upon  
2226 approval of at least a majority of the total voting interests of  
2227 each common interest community ~~condominium~~ operated by the  
2228 multi-common interest community ~~multicondominium~~ association for  
2229 the purpose of:

2230 1. Setting forth in the documents ~~declaration~~ the formula  
2231 currently utilized, but not previously stated in the documents  
2232 ~~declaration~~, for determining the percentage or fractional shares  
2233 of liability for the common expenses of the multi-common  
2234 interest community ~~multicondominium~~ association and ownership of  
2235 the common surplus of the multi-common interest community  
2236 ~~multicondominium~~ association. The formula shall be based on an

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2237 equal-per-unit, square-foot basis or an equal-per-unit basis.

2238 2. Providing for the creation or enlargement of a multi-  
 2239 common interest community ~~multicondominium~~ association by the  
 2240 merger or consolidation of two or more associations and changing  
 2241 the name of the association, as appropriate.

2242 (13) The alienation of units shall not be restricted unless  
 2243 it is likely to threaten the security of the residents,  
 2244 association property, and the financial status of the  
 2245 association or the ability of the association to qualify for  
 2246 institutional mortgage financing.

2247 (14) ~~(13)~~ An amendment prohibiting unit owners from renting  
 2248 their units or altering the duration of the rental term or  
 2249 specifying or limiting the number of times unit owners are  
 2250 entitled to rent their units during a specified period applies  
 2251 only to unit owners who consent to the amendment and unit owners  
 2252 who acquire title to their units after the effective date of  
 2253 that amendment.

2254 (15) ~~(14)~~ Except for those portions of the common elements  
 2255 designed and intended to be used by all unit owners, a portion  
 2256 of the common elements serving only one unit or a group of units  
 2257 may be reclassified as a limited common element upon the vote  
 2258 required to amend the declaration as provided therein or as  
 2259 required under subsection (1) ~~paragraph (1)(a)~~, and shall not be  
 2260 considered an amendment pursuant to subsection (4). This is a  
 2261 clarification of existing law.

2262 Section 57. Section 718.111, Florida Statutes, is amended  
 2263 to read:

2264 718.111 The association.—

2265 (1) CORPORATE ENTITY.—

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2266 (a) The operation of the common interest community  
2267 ~~condominium~~ shall be by the association, which must be a Florida  
2268 corporation for profit or a Florida corporation not for profit.  
2269 Any common interest community that ~~However, any association~~  
2270 ~~which was in existence on January 1, 1977, need not be~~  
2271 incorporated when created must file for incorporation by January  
2272 1, 2017. The owners of units shall be shareholders or members of  
2273 the association. ~~The officers and directors of the association~~  
2274 ~~have a fiduciary relationship to the unit owners. It is the~~  
2275 ~~intent of the Legislature that nothing in this paragraph shall~~  
2276 ~~be construed as providing for or removing a requirement of a~~  
2277 ~~fiduciary relationship between any manager employed by the~~  
2278 ~~association and the unit owners. An officer, director, or~~  
2279 ~~manager may not solicit, offer to accept, or accept any thing or~~  
2280 ~~service of value for which consideration has not been provided~~  
2281 ~~for his or her own benefit or that of his or her immediate~~  
2282 ~~family, from any person providing or proposing to provide goods~~  
2283 ~~or services to the association. Any such officer, director, or~~  
2284 ~~manager who knowingly so solicits, offers to accept, or accepts~~  
2285 ~~any thing or service of value is subject to a civil penalty~~  
2286 ~~pursuant to s. 718.501(1)(d). However, this paragraph does not~~  
2287 ~~prohibit an officer, director, or manager from accepting~~  
2288 ~~services or items received in connection with trade fairs or~~  
2289 ~~education programs.~~ An association may operate more than one  
2290 common interest community condominium.

2291 (b) A director of the association ~~who is~~ present at a  
2292 meeting of its board at which action on any corporate matter is  
2293 taken shall be presumed to have assented to the action taken  
2294 unless he or she votes against such action or abstains for a

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2295 ~~stated conflict of interest from voting. A director of the~~  
2296 ~~association who abstains from voting on any action taken on any~~  
2297 ~~corporate matter shall be presumed to have taken no position~~  
2298 ~~with regard to the action.~~ Directors may not vote by proxy or by  
2299 secret ballot at board meetings, except that officers may be  
2300 elected by secret ballot. A vote or abstention for each member  
2301 present shall be recorded in the minutes and, if the vote is  
2302 unanimous, the names of the members are not required to be  
2303 recorded in the minutes.

2304 (c) A unit owner does not have any authority to act for the  
2305 association by reason of being a unit owner.

2306 (d) As required by s. 617.0830, an officer, director, or  
2307 agent shall discharge his or her duties in good faith, with the  
2308 care an ordinarily prudent person in a like position would  
2309 exercise under similar circumstances, and in a manner he or she  
2310 reasonably believes to be in the best interests of the  
2311 association. An officer, director, or agent shall,  
2312 notwithstanding any indemnification provisions in the documents,  
2313 be individually liable for monetary damages as provided in s.  
2314 617.0834 if such officer, director, or agent breached or failed  
2315 to perform his or her duties and the breach of, or failure to  
2316 perform, his or her duties constitutes a violation of criminal  
2317 law as provided in s. 617.0834; constitutes a transaction from  
2318 which the officer or director derived an improper personal  
2319 benefit, either directly or indirectly; or constitutes  
2320 recklessness or an act or omission that was in bad faith, with  
2321 malicious purpose, or in a manner exhibiting wanton and willful  
2322 disregard of human rights, safety, or property.

2323 (e) Circumstances that create a conflict of interest which

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2324 require a director to abstain include, but are not limited to:

2325 1. Outside interests, including:

2326 a. A contract or transaction between the association and a  
2327 director or the director's co-owner or family member.

2328 b. A contract or transaction involving the association,  
2329 including the approval of a transaction between a unit owner and  
2330 a third party, in which a director will benefit financially by  
2331 the receipt of a payment in connection with services rendered in  
2332 connection with the transaction or of which such person is a  
2333 director, an officer, an agent, a partner, an associate, a  
2334 trustee, a personal representative, a receiver, a guardian, a  
2335 custodian, a conservator, or other legal representative.

2336 2. Outside activities, including:

2337 a. A director competing with the association or a party  
2338 rendering services in a transaction to a unit owner.

2339 b. A director having a material financial interest in, or  
2340 -serving as a director, officer, employee, agent, partner,  
2341 associate, trustee, personal representative, receiver, guardian,  
2342 custodian, conservator, or other legal representative of, or  
2343 consultant to, an entity or individual that competes with the  
2344 association in the provision of services or in any other  
2345 contract or transaction with a third party.

2346  
2347 Ownership of publicly traded stock in a corporation does not  
2348 create a conflict of interest if the ownership of the stock is  
2349 disclosed.

2350 (f) The officers and directors of the association have a  
2351 fiduciary duty and responsibility to the members. An officer, a  
2352 director, a manager, an employee, or an agent of an association

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2353 or of a management firm may not solicit, offer to accept, or  
 2354 accept any goods or services of value for which consideration  
 2355 has not been provided for his or her own benefit, or that of his  
 2356 or her immediate family, from any person providing or proposing  
 2357 to provide goods or services to the officer, director, manager,  
 2358 employee, or agent of the association. Any such person who  
 2359 knowingly solicits, offers to accept, or accepts any goods or  
 2360 services of value is subject to a civil penalty pursuant to s.  
 2361 718.501(1)(d) and a criminal penalty pursuant to s. 812.014.  
 2362 This paragraph does not prohibit any such person from accepting  
 2363 goods or services of minimal value received in connection with  
 2364 trade fairs or education programs.

2365 (2) POWERS AND DUTIES.—The powers and duties of the  
 2366 association include those set forth in this section and, except  
 2367 as expressly limited or restricted in this chapter, those set  
 2368 forth in the declaration and bylaws and chapters ~~part I of~~  
 2369 ~~chapter~~ 607 and ~~chapter~~ 617, as applicable.

2370 (3) RESPONSIBILITY ~~POWER~~ TO MANAGE COMMON INTEREST  
 2371 COMMUNITY CONDOMINIUM PROPERTY AND TO CONTRACT, SUE, AND BE  
 2372 SUED.—The association may contract, sue, or be sued with respect  
 2373 to the exercise or nonexercise of its responsibilities ~~powers~~.  
 2374 For these purposes, the powers of the association include, but  
 2375 are not limited to, the maintenance, management, and operation  
 2376 of the common interest community ~~condominium~~ property and  
 2377 affairs.

2378 (a) After control of the association is obtained by unit  
 2379 owners other than the developer, the association may institute,  
 2380 maintain, settle, or appeal actions or hearings in its name on  
 2381 behalf of all unit owners concerning matters of common interest

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2382 to most or all unit owners, including, but not limited to, the  
2383 common elements; the roof and structural components of a  
2384 building or other improvements; mechanical, electrical, and  
2385 plumbing elements serving an improvement or a building;  
2386 representations of the developer pertaining to any existing or  
2387 proposed commonly used facilities; ~~and~~ protesting ad valorem  
2388 taxes on ~~commonly used facilities and on units;~~ and the  
2389 developer's unreasonable representations of common expenses,  
2390 and may defend actions in eminent domain or bring inverse  
2391 condemnation actions.

2392 (b) If the association has the authority to maintain a  
2393 class action, the association may be joined in an action as  
2394 representative of that class with reference to litigation and  
2395 disputes involving the matters for which the association could  
2396 bring a class action. Nothing herein limits any statutory or  
2397 common-law right of any individual unit owner or class of unit  
2398 owners to bring any action without participation by the  
2399 association which may otherwise be available.

2400 (4) ASSESSMENTS; MANAGEMENT OF COMMON ELEMENTS.—The  
2401 association must ~~has the power to~~ make and collect assessments  
2402 and ~~to~~ lease, maintain, repair, and replace the common elements  
2403 or association property; however, the association may not charge  
2404 a use fee against a unit owner for the use of common elements or  
2405 association property unless otherwise provided for in the  
2406 documents ~~declaration of condominium~~ or by a majority vote of  
2407 the association or unless the charges relate to expenses  
2408 incurred because of ~~by~~ an owner having temporary exclusive use  
2409 of the common elements or association property.

2410 (5) RIGHT OF ACCESS TO UNITS.—

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2411 (a) The association has the irrevocable right of access to  
2412 each unit during reasonable hours, when necessary for the  
2413 maintenance, repair, inspection of safety systems, or  
2414 replacement of any common elements or of any portion of a unit  
2415 to be maintained by the association pursuant to the documents  
2416 ~~declaration~~ or as necessary to prevent damage to the common  
2417 elements or to verify the well-being of the resident ~~a unit~~.

2418 (b)1. In addition to the association's right of access in  
2419 paragraph (a) and regardless of whether authority is provided in  
2420 the declaration or other recorded common interest community  
2421 ~~condominium~~ documents, an association, at the sole discretion of  
2422 the board, may enter an abandoned unit to inspect the unit and  
2423 adjoining common elements; make repairs to the unit or to the  
2424 common elements serving the unit, as needed; repair the unit if  
2425 mold or deterioration is present; turn on the utilities for the  
2426 unit; or otherwise maintain, preserve, or protect the unit and  
2427 adjoining common elements. For purposes of this paragraph, a  
2428 unit is presumed to be abandoned if:

2429 a. The unit is the subject of a foreclosure action and no  
2430 tenant appears to have resided in the unit for at least 4  
2431 continuous weeks without prior written notice to the  
2432 association; or

2433 b. No tenant appears to have resided in the unit for 2  
2434 consecutive months without prior written notice to the  
2435 association, and the association is unable to contact the owner  
2436 or determine the whereabouts of the owner after reasonable  
2437 inquiry.

2438 2. Except in the case of an emergency, an association may  
2439 not enter an abandoned unit until 2 days after notice of the

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2440 association's intent to enter the unit has been mailed,  
2441 electronically transmitted, or hand delivered ~~hand-delivered~~ to  
2442 the owner at the address of the owner as reflected in the  
2443 records of the association. ~~The notice may be given by~~  
2444 ~~electronic transmission to unit owners who previously consented~~  
2445 ~~to receive notice by electronic transmission.~~

2446 3. Any expense incurred by an association pursuant to this  
2447 paragraph is chargeable to the unit owner and enforceable as an  
2448 assessment pursuant to s. 718.116, and the association may use  
2449 its lien authority provided by s. 718.116 to enforce collection  
2450 of the expense.

2451 4. The association may petition a court of competent  
2452 jurisdiction to appoint a receiver to lease out an abandoned  
2453 unit for the benefit of the association to offset against the  
2454 rental income the association's costs and expenses of  
2455 maintaining, preserving, and protecting the unit and the  
2456 adjoining common elements, including the costs of the  
2457 receivership and all unpaid assessments, interest,  
2458 administrative late fees, costs, and reasonable attorney fees.

2459 (6) OPERATION OF COMMON INTEREST COMMUNITIES ~~CONDOMINIUMS~~  
2460 CREATED PRIOR TO 1977.—Notwithstanding any provision of this  
2461 chapter, an association may operate two or more residential  
2462 common interest communities ~~condominiums~~ in which the initial  
2463 common interest community ~~condominium~~ declaration was recorded  
2464 prior to January 1, 1977, and may continue to so operate such  
2465 common interest communities ~~condominiums~~ as a single common  
2466 interest community ~~condominium~~ for purposes of financial  
2467 matters, including budgets, assessments, accounting,  
2468 recordkeeping, and similar matters, if provision is made for

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2469 such consolidated operation in the applicable declarations of  
2470 each such common interest community ~~condominium~~ or in the  
2471 bylaws. An association for such common interest communities  
2472 ~~condominiums~~ may also provide for consolidated financial  
2473 operation as described in this section either by amending its  
2474 documents ~~declaration~~ pursuant to s. 718.110(1) ~~718.110(1)(a)~~ or  
2475 by amending its bylaws and having the amendment approved by not  
2476 less than two-thirds of the total voting interests.

2477 Notwithstanding any provision in this chapter, common expenses  
2478 for residential common interest communities ~~condominiums~~ in such  
2479 a project being operated by a single association may be assessed  
2480 against all unit owners in such project pursuant to the  
2481 proportions or percentages established for the project ~~therefor~~  
2482 in the documents ~~declarations~~ as initially recorded or in the  
2483 bylaws as initially adopted, subject, however, to the  
2484 limitations of ss. 718.116 and 718.302.

2485 (7) TITLE TO PROPERTY.—

2486 (a) ~~The association has the power to acquire title to~~  
2487 ~~property or otherwise hold, convey, lease, and mortgage~~  
2488 ~~association property for the use and benefit of its members. The~~  
2489 ~~power to acquire personal property shall be exercised by the~~  
2490 ~~board of administration.~~ Except as otherwise permitted in  
2491 subsections (8) and (9) and in s. 718.114, an ~~no~~ association may  
2492 not acquire, convey, or lease, ~~or mortgage~~ association real  
2493 property except in the manner provided in the documents  
2494 ~~declaration~~, and if the documents do ~~declaration does~~ not  
2495 specify the procedure, then approval of 75 percent of the total  
2496 voting interests shall be required.

2497 (b) Subject to the provisions of s. 718.112(2)(n)

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2498 ~~718.112(2)(m)~~, the association, through its board, may ~~has the~~  
2499 ~~limited power to~~ convey a portion of the common elements to a  
2500 condemning authority for the purposes of providing utility  
2501 easements, right-of-way expansion, or other public purposes,  
2502 whether negotiated or as a result of eminent domain proceedings.

2503 (8) PURCHASE OF LEASES.—The association may ~~has the power~~  
2504 ~~to~~ purchase any land or recreation lease, subject to the same  
2505 manner of approval as in s. 718.114 for the acquisition of  
2506 leaseholds.

2507 (9) PURCHASE OF UNITS.—The association may ~~has the power,~~  
2508 ~~unless prohibited by the declaration, articles of incorporation,~~  
2509 ~~or bylaws of the association, to~~ purchase units in the common  
2510 interest community condominium and ~~to~~ acquire and hold, lease,  
2511 mortgage, and convey the units ~~them~~. There shall be no  
2512 limitation on the association's right to purchase a unit at a  
2513 foreclosure sale resulting from the association's foreclosure of  
2514 its lien for unpaid assessments, or to take title by deed in  
2515 lieu of foreclosure.

2516 (10) EASEMENTS.—Unless prohibited by the declaration, the  
2517 board of administration has the authority, without the joinder  
2518 of any unit owner, to grant, modify, or move any easement if the  
2519 easement constitutes part of or crosses the common elements or  
2520 association property. This subsection does not authorize the  
2521 board of administration to modify, move, or vacate any easement  
2522 created in whole or in part for the use or benefit of anyone  
2523 other than the unit owners, or crossing the property of anyone  
2524 other than the unit owners, without the consent or approval of  
2525 those other persons having the use or benefit of the easement,  
2526 as required by law or by the instrument creating the easement.

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2527 Nothing in this subsection affects the minimum requirements of  
2528 s. 718.104(6)(r) ~~718.104(4)(n)~~ or the powers enumerated in  
2529 subsection (3).

2530 (11) INSURANCE.—In order to protect the safety, health, and  
2531 welfare of the people of the State of Florida and to ensure  
2532 consistency in the provision of insurance coverage to common  
2533 interest communities ~~condominiums~~ and their unit owners, this  
2534 subsection applies to every residential common interest  
2535 community ~~condominium~~ in the state, regardless of the date of  
2536 its declaration of common interest community ~~condominium~~. It is  
2537 the intent of the Legislature to encourage lower or stable  
2538 insurance premiums for associations described in this  
2539 subsection.

2540 (a) The association shall obtain and maintain adequate  
2541 property insurance, regardless of any requirement in the  
2542 declaration of condominium for coverage by the association for  
2543 full insurable value, replacement cost, or similar coverage,  
2544 ~~must be~~ based on the replacement cost of the property to be  
2545 insured as determined by an independent insurance appraisal or  
2546 update of a prior appraisal to protect the association,  
2547 association property, common elements, and the common interest  
2548 community property required to be insured by the association  
2549 pursuant to paragraph (b). The full insurable value shall be  
2550 independently determined at least every 36 months. When  
2551 determining the adequate amount of property insurance coverage,  
2552 the association may include reasonable deductibles as determined  
2553 by the board. The replacement cost must be determined at least  
2554 ~~once every 36 months.~~

2555 1. An association or group of associations may provide

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2556 adequate property insurance through a self-insurance fund that  
2557 complies with the requirements of ss. 624.460-624.488.

2558       2. The association may also provide adequate property  
2559 insurance coverage for a group of at least three communities  
2560 created and operating under this chapter, ~~chapter 719, chapter~~  
2561 ~~720,~~ or chapter 721 by obtaining and maintaining for such  
2562 communities insurance coverage sufficient to cover an amount  
2563 equal to the probable maximum loss for the communities for a  
2564 250-year windstorm event. Such probable maximum loss must be  
2565 determined through the use of a competent model that has been  
2566 accepted by the Florida Commission on Hurricane Loss Projection  
2567 Methodology. A policy or program providing such coverage may not  
2568 be issued or renewed after July 1, 2008, unless it has been  
2569 reviewed and approved by the Office of Insurance Regulation. The  
2570 review and approval must include approval of the policy and  
2571 related forms pursuant to ss. 627.410 and 627.411, approval of  
2572 the rates pursuant to s. 627.062, a determination that the loss  
2573 model approved by the commission was accurately and  
2574 appropriately applied to the insured structures to determine the  
2575 250-year probable maximum loss, and a determination that  
2576 complete and accurate disclosure of all material provisions is  
2577 provided to common interest community ~~condominium~~ unit owners  
2578 before execution of the agreement by a common interest community  
2579 ~~condominium~~ association.

2580       3. When determining the adequate amount of property  
2581 insurance coverage, the association may consider deductibles as  
2582 determined by this subsection.

2583       (b)1. Every policy issued to protect an association  
2584 building must provide that the term "building," wherever used in

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2585 the policy, shall include, but not be limited to, the entry  
2586 doors, glass in windows and sliding glass doors exposed to the  
2587 elements, fixtures, installations, or additions comprising that  
2588 part of the building within the unfinished interior surfaces of  
2589 the perimeter walls, floors, and ceilings of the individual  
2590 units initially installed, or replacements thereof of like kind  
2591 or quality, in accordance with the original plans and  
2592 specifications, or as they existed at the time the unit was  
2593 initially conveyed if the original plans and specifications are  
2594 not available.

2595 2. The term "building" shall not include unit window  
2596 treatments, wall coverings, ceiling coverings, floor coverings,  
2597 electrical fixtures, appliances, air conditioner or heating  
2598 equipment regardless of whether inside or outside the unit, and  
2599 water heaters or built-in cabinets unless they are damaged by a  
2600 covered peril under the association policy. With respect to the  
2601 coverage under this subparagraph, the unit owners must be  
2602 considered additional insureds under the policy.

2603 (c) Every insurance policy issued to an individual owner  
2604 shall provide that coverage afforded by the policy is greater  
2605 than the amount recoverable under any other policy covering the  
2606 same property without rights of subrogation against the  
2607 association.

2608 (d) ~~(b)~~ If an association is a developer-controlled  
2609 association, the association shall exercise its best efforts to  
2610 obtain and maintain insurance as described in paragraph (a).  
2611 Failure to obtain and maintain adequate hazard property  
2612 insurance during any period of developer control constitutes an  
2613 individual ~~a~~ breach of fiduciary responsibility by the developer

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2614 and developer-appointed members of the board ~~of directors~~ of the  
2615 association, unless the members can show that despite such  
2616 failure, they ~~have~~ made their best efforts to maintain the  
2617 required coverage.

2618 ~~(c) Policies may include deductibles as determined by the~~  
2619 ~~board.~~

2620 ~~1. The deductibles must be consistent with industry~~  
2621 ~~standards and prevailing practice for communities of similar~~  
2622 ~~size and age, and having similar construction and facilities in~~  
2623 ~~the locale where the condominium property is situated.~~

2624 ~~2. The deductibles may be based upon available funds,~~  
2625 ~~including reserve accounts, or predetermined assessment~~  
2626 ~~authority at the time the insurance is obtained.~~

2627 ~~3. The board shall establish the amount of deductibles~~  
2628 ~~based upon the level of available funds and predetermined~~  
2629 ~~assessment authority at a meeting of the board in the manner set~~  
2630 ~~forth in s. 718.112(2)(c).~~

2631 ~~(d) An association controlled by unit owners operating as a~~  
2632 ~~residential condominium shall use its best efforts to obtain and~~  
2633 ~~maintain adequate property insurance to protect the association,~~  
2634 ~~the association property, the common elements, and the~~  
2635 ~~condominium property that must be insured by the association~~  
2636 ~~pursuant to this subsection.~~

2637 (e) The documents ~~declaration of condominium~~ as originally  
2638 recorded, or as amended pursuant to procedures provided therein,  
2639 may provide that association ~~condominium~~ property consisting of  
2640 freestanding buildings comprised of no more than one building in  
2641 or on such unit need not be insured by the association if the  
2642 declaration requires the unit owner to obtain adequate insurance

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2643 for the association ~~condominium~~ property. An association may  
2644 also obtain and maintain liability insurance for directors and  
2645 officers, insurance for the benefit of association employees,  
2646 and flood insurance for common elements and, association  
2647 property, ~~and units~~.

2648 (f) An individual unit owner's property insurance policy  
2649 must provide that coverage afforded by such policy is excess  
2650 coverage that is greater than the amount recoverable under any  
2651 other policy covering the same property. Such policies must  
2652 include loss assessment coverage of at least \$2,000 per  
2653 occurrence and may not be offset by an assessment required for  
2654 uninsured or underinsured losses. An insurance policy issued to  
2655 an individual unit owner providing such coverage shall not  
2656 provide rights of subrogation against the association operating  
2657 the common interest community in which such individual's unit is  
2658 located.

2659 ~~(f) Every property insurance policy issued or renewed on or~~  
2660 ~~after January 1, 2009, for the purpose of protecting the~~  
2661 ~~condominium must provide primary coverage for:~~

2662 ~~1. All portions of the condominium property as originally~~  
2663 ~~installed or replacement of like kind and quality, in accordance~~  
2664 ~~with the original plans and specifications.~~

2665 ~~2. All alterations or additions made to the condominium~~  
2666 ~~property or association property pursuant to s. 718.113(2).~~

2667 ~~3. The coverage must exclude all personal property within~~  
2668 ~~the unit or limited common elements, and floor, wall, and~~  
2669 ~~ceiling coverings, electrical fixtures, appliances, water~~  
2670 ~~heaters, water filters, built-in cabinets and countertops, and~~  
2671 ~~window treatments, including curtains, drapes, blinds, hardware,~~

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2672 ~~and similar window treatment components, or replacements of any~~  
2673 ~~of the foregoing which are located within the boundaries of the~~  
2674 ~~unit and serve only such unit. Such property and any insurance~~  
2675 ~~thereupon is the responsibility of the unit owner.~~

2676 ~~(g) A condominium unit owner policy must conform to the~~  
2677 ~~requirements of s. 627.714.~~

2678 ~~1. All reconstruction work after a property loss must be~~  
2679 ~~undertaken by the association except as otherwise authorized in~~  
2680 ~~this section. A unit owner may undertake reconstruction work on~~  
2681 ~~portions of the unit with the prior written consent of the board~~  
2682 ~~of administration. However, such work may be conditioned upon~~  
2683 ~~the approval of the repair methods, the qualifications of the~~  
2684 ~~proposed contractor, or the contract that is used for that~~  
2685 ~~purpose. A unit owner must obtain all required governmental~~  
2686 ~~permits and approvals before commencing reconstruction.~~

2687 ~~2. Unit owners are responsible for the cost of~~  
2688 ~~reconstruction of any portions of the condominium property for~~  
2689 ~~which the unit owner is required to carry property insurance, or~~  
2690 ~~for which the unit owner is responsible under paragraph (j), and~~  
2691 ~~the cost of any such reconstruction work undertaken by the~~  
2692 ~~association is chargeable to the unit owner and enforceable as~~  
2693 ~~an assessment and may be collected in the manner provided for~~  
2694 ~~the collection of assessments pursuant to s. 718.116.~~

2695 ~~3. A multicondominium association may elect, by a majority~~  
2696 ~~vote of the collective members of the condominiums operated by~~  
2697 ~~the association, to operate the condominiums as a single~~  
2698 ~~condominium for purposes of insurance matters, including, but~~  
2699 ~~not limited to, the purchase of the property insurance required~~  
2700 ~~by this section and the apportionment of deductibles and damages~~

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2701 ~~in excess of coverage. The election to aggregate the treatment~~  
2702 ~~of insurance premiums, deductibles, and excess damages~~  
2703 ~~constitutes an amendment to the declaration of all condominiums~~  
2704 ~~operated by the association, and the costs of insurance must be~~  
2705 ~~stated in the association budget. The amendments must be~~  
2706 ~~recorded as required by s. 718.110.~~

2707 ~~(g)-(h)~~ The association shall maintain ~~insurance or~~ fidelity  
2708 insurance bonding of all persons and firms who control or  
2709 disburse funds of the association. The insurance policy or  
2710 fidelity bond must cover the maximum funds that will be in the  
2711 custody of the association or its management agent at any one  
2712 time. ~~As used in this paragraph, the term "persons who control~~  
2713 ~~or disburse funds of the association" includes, but is not~~  
2714 ~~limited to, those individuals authorized to sign checks on~~  
2715 ~~behalf of the association, and the president, secretary, and~~  
2716 ~~treasurer of the association.~~ The association shall bear the  
2717 cost of any such insurance bonding.

2718 ~~(h)-(i)~~ The association may amend the common interest  
2719 community documents to conform the documents to the coverage  
2720 requirements in this subsection ~~declaration of condominium~~  
2721 without regard to any requirement for approval by mortgagees of  
2722 amendments affecting insurance requirements ~~for the purpose of~~  
2723 ~~conforming the declaration of condominium to the coverage~~  
2724 ~~requirements of this subsection.~~

2725 ~~(i)-(j)~~ Any portion of the common interest community  
2726 condominium property required to ~~that must~~ be insured by the  
2727 association against ~~property loss pursuant to paragraph (f)~~  
2728 which is damaged by covered peril ~~an insurable event~~ shall be  
2729 reconstructed, repaired, or replaced as necessary by the

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2730 association as a common expense. In the absence of an insurable  
2731 event, the association or the unit owners shall be responsible  
2732 for the reconstruction, repair, or replacement as determined by  
2733 the maintenance provisions of the declaration or bylaws. All  
2734 property insurance deductibles and other damages in excess of  
2735 property insurance coverage under the ~~property~~ insurance  
2736 policies maintained by the association are a common expense of  
2737 the association ~~condominium~~, except that:

2738 1. A unit owner is responsible for the costs of repair or  
2739 replacement of any portion of the common interest community  
2740 ~~condominium~~ property not paid by insurance proceeds if such  
2741 damage is caused by intentional conduct, negligence, or failure  
2742 to comply with the terms of the declaration or the rules of the  
2743 association by a unit owner, the members of his or her family,  
2744 unit occupants, tenants, guests, or invitees, without compromise  
2745 of the subrogation rights of the insurer.

2746 2. The provisions of subparagraph 1. regarding the  
2747 financial responsibility of a unit owner for the costs of  
2748 repairing or replacing other portions of the common interest  
2749 community ~~condominium~~ property also apply to the costs of repair  
2750 or replacement of personal property of other unit owners or the  
2751 association, as well as other property, whether real or  
2752 personal, which the unit owners are required to insure.

2753 3. To the extent the cost of repair or reconstruction for  
2754 which the unit owner is responsible under this paragraph is  
2755 reimbursed to the association by insurance proceeds, and the  
2756 association has collected the cost of such repair or  
2757 reconstruction from the unit owner, the association shall  
2758 reimburse the unit owner without the waiver of any rights of

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2759 subrogation.

2760 4. The association is not obligated to pay for  
2761 reconstruction or repairs of property losses as a common expense  
2762 if the property losses were known or should have been known to a  
2763 unit owner and were not reported to the association until after  
2764 the insurance claim of the association for that property was  
2765 settled or resolved with finality, or denied because it was  
2766 untimely filed.

2767 ~~(k) An association may, upon the approval of a majority of~~  
2768 ~~the total voting interests in the association, opt out of the~~  
2769 ~~provisions of paragraph (j) for the allocation of repair or~~  
2770 ~~reconstruction expenses and allocate repair or reconstruction~~  
2771 ~~expenses in the manner provided in the declaration as originally~~  
2772 ~~recorded or as amended. Such vote may be approved by the voting~~  
2773 ~~interests of the association without regard to any mortgagee~~  
2774 ~~consent requirements.~~

2775 ~~(l) In a multicondominium association that has not~~  
2776 ~~consolidated its financial operations under subsection (6), any~~  
2777 ~~condominium operated by the association may opt out of the~~  
2778 ~~provisions of paragraph (j) with the approval of a majority of~~  
2779 ~~the total voting interests in that condominium. Such vote may be~~  
2780 ~~approved by the voting interests without regard to any mortgagee~~  
2781 ~~consent requirements.~~

2782 ~~(m) Any association or condominium voting to opt out of the~~  
2783 ~~guidelines for repair or reconstruction expenses as described in~~  
2784 ~~paragraph (j) must record a notice setting forth the date of the~~  
2785 ~~opt-out vote and the page of the official records book on which~~  
2786 ~~the declaration is recorded. The decision to opt out is~~  
2787 ~~effective upon the date of recording of the notice in the public~~

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2788 ~~records by the association. An association that has voted to opt~~  
2789 ~~out of paragraph (j) may reverse that decision by the same vote~~  
2790 ~~required in paragraphs (k) and (l), and notice thereof shall be~~  
2791 ~~recorded in the official records.~~

2792 (j) ~~(n)~~ The association is not obligated to pay for any  
2793 reconstruction or repair expenses due to ~~property~~ loss to any  
2794 additions or alterations ~~improvements~~ installed by a current or  
2795 former owner of the unit or by the developer if they were ~~the~~  
2796 ~~improvement~~ benefits only the unit for which it was installed  
2797 ~~and is~~ not part of the standard improvements installed by the  
2798 developer on all units as part of original construction, whether  
2799 or not such addition or alteration ~~improvement~~ is located within  
2800 the unit. This paragraph does not relieve any party of its  
2801 obligations regarding recovery due under any insurance  
2802 implemented specifically for any such additions or alterations  
2803 ~~improvements~~.

2804 ~~(e) The provisions of this subsection shall not apply to~~  
2805 ~~timeshare condominium associations. Insurance for timeshare~~  
2806 ~~condominium associations shall be maintained pursuant to s.~~  
2807 ~~721.165.~~

2808 (12) OFFICIAL RECORDS.—

2809 (a) From the inception of the association, the association  
2810 shall maintain each of the following items, if applicable, which  
2811 constitutes the official records of the association:

2812 1. A copy of the plans, permits, warranties, and other  
2813 items provided by the developer pursuant to s. 718.301(4).

2814 2. A photocopy of the recorded documents ~~declaration of~~  
2815 ~~condominium~~ of each common interest community ~~condominium~~  
2816 operated by the association and each amendment to each document

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2817 ~~declaration.~~

2818         3. A photocopy of the recorded bylaws of the association  
2819 and each amendment to the bylaws.

2820         4. A certified copy of the articles of incorporation of the  
2821 association, or other documents creating the association, and  
2822 each amendment thereto.

2823         5. A copy of the current rules of the association.

2824         6. A book or books that contain the minutes of all meetings  
2825 of the association, the board of administration, and the unit  
2826 owners, which minutes must be retained for at least 7 years.

2827         7. A current roster of all unit owners and their mailing  
2828 addresses, unit identifications, voting certifications, and, if  
2829 known, telephone numbers. The association shall also maintain  
2830 the electronic mailing addresses and facsimile numbers of unit  
2831 owners consenting to receive notice by electronic transmission.  
2832 The electronic mailing addresses and facsimile numbers are not  
2833 accessible to unit owners if consent to receive notice by  
2834 electronic transmission is not provided in accordance with  
2835 subparagraph (e)5. ~~subparagraph (e)5.~~ However, the association  
2836 is not liable for an inadvertent disclosure of the electronic  
2837 mail address or facsimile number for receiving electronic  
2838 transmission of notices.

2839         8. All current insurance policies of the association and  
2840 common interest communities ~~condominiums~~ operated by the  
2841 association.

2842         9. A current copy of any management agreement, lease, or  
2843 other contract to which the association is a party or under  
2844 which the association or the unit owners have an obligation or  
2845 responsibility.

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2846 10. Bills of sale or transfer for all property owned by the  
2847 association.

2848 11. Accounting records for the association and separate  
2849 accounting records for each common interest community  
2850 ~~condominium~~ that the association operates. All accounting  
2851 records must be maintained for at least 7 years. Any person who  
2852 knowingly or intentionally defaces or destroys such records, or  
2853 who knowingly or intentionally fails to create or maintain such  
2854 records, with the intent of causing harm to the association or  
2855 one or more of its members, is personally subject to a civil  
2856 penalty pursuant to s. 718.501(1)(d). The accounting records  
2857 must include, but are not limited to:

2858 a. Accurate, itemized, and detailed records of all receipts  
2859 and expenditures.

2860 b. A current account and a monthly, bimonthly, or quarterly  
2861 statement of the account for each unit designating the name of  
2862 the unit owner, the due date and amount of each assessment, the  
2863 amount paid on the account, and the balance due.

2864 c. All audits, reviews, accounting statements, and  
2865 financial reports of the association or common interest  
2866 community ~~condominium~~.

2867 d. All contracts for work to be performed. Bids for work to  
2868 be performed are also considered official records and must be  
2869 maintained by the association.

2870 12. Ballots, sign-in sheets, voting proxies, and all other  
2871 papers relating to voting by unit owners, which must be  
2872 maintained for 1 year from the date of the election, vote, or  
2873 meeting to which the document relates, notwithstanding paragraph  
2874 (b).

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2875 13. All rental records if the association is acting as  
2876 agent for the rental of common interest community ~~condominium~~  
2877 units.

2878 14. A copy of the current question and answer sheet as  
2879 described in s. 718.504.

2880 15. All other written records of the association not  
2881 specifically included in the foregoing which are related to the  
2882 operation of the association.

2883 16. A copy of the inspection report as described in s.  
2884 718.301(4)(p).

2885 (b) The official records of the association must be  
2886 maintained within the state for at least 7 years. The records of  
2887 the association shall be made available to a unit owner within  
2888 45 miles of the common interest community ~~condominium~~ property  
2889 or within the county in which the common interest community  
2890 ~~condominium~~ property is located within 5 working days after  
2891 receipt of a written request by the board or its designee.  
2892 However, such distance requirement does not apply to an  
2893 association governing a timeshare common interest community  
2894 ~~condominium~~. This paragraph may be complied with by having a  
2895 copy of the official records of the association available for  
2896 inspection or copying on the common interest community  
2897 ~~condominium~~ property or association property, or the association  
2898 may offer the option of making the records available to a unit  
2899 owner electronically via the Internet or by allowing the records  
2900 to be viewed in electronic format on a computer screen and  
2901 printed upon request.

2902 (c) The association is not responsible for the use or  
2903 misuse of the information provided to an association member or

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2904 his or her authorized representative pursuant to the compliance  
2905 requirements of this chapter unless the association has an  
2906 affirmative duty not to disclose such information pursuant to  
2907 this chapter.

2908 (d) ~~(e)~~ The official records of the association are open to  
2909 inspection by any association member or the authorized  
2910 representative of such member at all reasonable times. The right  
2911 to inspect the records includes the right to make or obtain  
2912 copies, at the reasonable expense, if any, of the member. The  
2913 division shall establish ~~association may adopt~~ reasonable rules  
2914 that do not restrict access to the records ~~regarding the~~  
2915 ~~frequency, time, location, notice,~~ and manner of record  
2916 inspections and copying.

2917 1. The failure of an association to provide the records  
2918 within 10 working days after receipt of a written request  
2919 creates a rebuttable presumption that the association willfully  
2920 failed to comply with this paragraph. A unit owner who is denied  
2921 access to official records is entitled to the actual damages or  
2922 minimum damages for the association's willful failure to comply.  
2923 Minimum damages are \$100 ~~\$50~~ per calendar day for up to 10 days,  
2924 beginning on the 6th ~~11th~~ working day after receipt of the  
2925 written request. Damages may not be awarded if the documents are  
2926 available in the official records of the county in which the  
2927 association is located.

2928 2. The failure to permit inspection entitles any person  
2929 prevailing in an enforcement action to recover reasonable  
2930 attorney fees from the person in control of the records who,  
2931 directly or indirectly, knowingly denied access to the records.

2932 3. Any person who knowingly or intentionally defaces or

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2933 destroys accounting records that are required by this chapter to  
2934 be maintained during the period that ~~for which~~ such records are  
2935 required to be maintained, or who knowingly or intentionally  
2936 fails to create or maintain ~~accounting~~ records that are required  
2937 to be created or maintained, with the intent of causing harm to  
2938 the association or one or more of its members, is personally  
2939 subject to a civil penalty pursuant to s. 718.501(1)(d).

2940 4. The association shall maintain an adequate number of  
2941 copies of the documents ~~declaration~~, articles of incorporation,  
2942 bylaws, and rules, and all amendments to each of the foregoing,  
2943 as well as the question and answer sheet as described in s.  
2944 718.504, the inspection report provided for in s. 718.301(4)(p),  
2945 and year-end financial information required under this section,  
2946 on the common interest community ~~condominium~~ property to ensure  
2947 their availability to unit owners and prospective buyers within  
2948 24 business hours after a request ~~purchasers~~, and may charge 25  
2949 cents per page ~~its actual costs~~ for preparing and furnishing  
2950 these documents to those requesting the documents, unless the  
2951 documents are electronically transmitted.

2952 5. An association shall allow a member or his or her  
2953 authorized representative to use a portable device, including a  
2954 smartphone, tablet, portable scanner, or any other technology  
2955 capable of scanning or taking photographs, to make an electronic  
2956 copy of the official records in lieu of the association's  
2957 providing the member or his or her authorized representative  
2958 with a copy of such records. The association may not charge a  
2959 member or his or her authorized representative for the use of a  
2960 portable device.

2961 6. Any charge for personnel time to retrieve records must

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2962 be reasonable and based on the compensation of the lowest paid  
2963 employee of the records custodian or \$20 per hour, whichever is  
2964 less. Personnel costs may not be added to the cost of making  
2965 photocopies as provided in this paragraph.

2966 7. This paragraph is not meant to obstruct, delay, hinder,  
2967 or impede the access to and inspection of records but is meant  
2968 to be used as a guide for controlled business processes.

2969 8. This paragraph does not restrict the association's  
2970 ability to provide more expeditious procedures that facilitate  
2971 inspection and retrieval of information.

2972 9. This paragraph does not restrict or delay inspection of  
2973 any records by a member of the board of directors or his or her  
2974 designee who is granted access to the records when requested.

2975 (e) Notwithstanding this paragraph, the following records  
2976 are not accessible to unit owners:

2977 1. Any record protected by the lawyer-client privilege as  
2978 described in s. 90.502 and any record protected by the work-  
2979 product privilege, including a record prepared by an association  
2980 attorney or prepared at the attorney's express direction, which  
2981 reflects a mental impression, conclusion, litigation strategy,  
2982 or legal theory of the attorney or the association, and which  
2983 was prepared exclusively for civil or criminal litigation or for  
2984 adversarial administrative proceedings, or which was prepared in  
2985 anticipation of such litigation or proceedings until the  
2986 conclusion of the litigation or proceedings.

2987 2. Information obtained by an association in connection  
2988 with the approval of the lease, sale, or other transfer of a  
2989 unit.

2990 3. Personnel records of association or management company

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2991 employees, including, but not limited to, disciplinary, payroll,  
2992 health, and insurance records. For purposes of this  
2993 subparagraph, the term "personnel records" does not include  
2994 written employment agreements with an association employee or  
2995 management company, or budgetary or financial records that  
2996 indicate the compensation paid to an association employee.

2997 4. Medical records of unit owners.

2998 5. Social security numbers, driver license numbers, credit  
2999 card numbers, e-mail addresses, telephone numbers, facsimile  
3000 numbers, emergency contact information, addresses of a unit  
3001 owner other than as provided to fulfill the association's notice  
3002 requirements, and other personal identifying information of any  
3003 person, excluding the person's name, unit designation, mailing  
3004 address, property address, and any address, e-mail address, or  
3005 facsimile number provided to the association to fulfill the  
3006 association's notice requirements. Notwithstanding the  
3007 restrictions in this subparagraph, an association may print and  
3008 distribute to parcel owners a directory containing the name,  
3009 parcel address, and all telephone numbers of each parcel owner.  
3010 However, an owner may exclude his or her telephone numbers from  
3011 the directory by so requesting in writing to the association. An  
3012 owner may consent in writing to the disclosure of other contact  
3013 information described in this subparagraph. The association is  
3014 not liable for the inadvertent disclosure of information that is  
3015 protected under this subparagraph if the information is included  
3016 in an official record of the association and is voluntarily  
3017 provided by an owner and not requested by the association.

3018 6. Electronic security measures that are used by the  
3019 association to safeguard data, including passwords.

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3020           7. The software and operating system used by the  
3021 association which allow the manipulation of data, even if the  
3022 owner owns a copy of the same software used by the association.  
3023 The data is part of the official records of the association.

3024           (f)~~(d)~~ The association shall prepare a question and answer  
3025 sheet as described in s. 718.504, and shall update it annually.

3026           (g)~~(e)~~1. The association or its authorized agent is not  
3027 required to provide a prospective purchaser or lienholder with  
3028 information about the common interest community ~~condominium~~ or  
3029 the association other than information or documents required by  
3030 this chapter to be made available or disclosed. The association  
3031 or its authorized agent may charge a reasonable fee to the  
3032 prospective purchaser, lienholder, or the current unit owner for  
3033 providing good faith responses to requests for information by or  
3034 on behalf of a prospective purchaser or lienholder, other than  
3035 that required by law, if the fee does not exceed \$150 plus the  
3036 reasonable cost of photocopying and any attorney ~~attorney's~~ fees  
3037 incurred by the association in connection with the response.

3038           2. An association and its authorized agent are not liable  
3039 for providing such information in good faith pursuant to a  
3040 written request if the person providing the information includes  
3041 a written statement in substantially the following form: "THE  
3042 RESPONSES HEREIN ARE MADE IN GOOD FAITH AND TO THE BEST OF MY  
3043 ABILITY AS TO THEIR ACCURACY."

3044           (h)~~(f)~~ An outgoing board or committee member must  
3045 relinquish all official records and property of the association  
3046 in his or her possession or under his or her control to the  
3047 incoming board within 5 days after the election. The division  
3048 shall impose a civil penalty as set forth in s. 718.501(1)(d)6.

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3049 against an outgoing board or committee member who willfully and  
3050 knowingly fails to relinquish such records and property.

3051 (13) FINANCIAL REPORTING. ~~Within 90 days after the end of~~  
3052 ~~the fiscal year, or annually on a date provided in the bylaws,~~  
3053 The association shall prepare and complete, or contract for the  
3054 preparation and completion of, a financial report for the  
3055 preceding fiscal year. When a certified public accountant is  
3056 retained to provide the financial report, the association shall  
3057 provide the accountant with the required information within 45  
3058 days after the end of the fiscal year. Within 10 ~~21~~ days after  
3059 the final financial report is completed by the association or  
3060 received from the third party, but not later than 90 ~~120~~ days  
3061 after the end of the fiscal year or other date as provided in  
3062 the bylaws, the association shall mail to each unit owner at the  
3063 address last furnished to the association by the unit owner, or  
3064 hand deliver to each unit owner, a copy of the financial report  
3065 or a notice that a copy of the financial report will be  
3066 electronically transmitted, mailed, or hand delivered to the  
3067 unit owner, without charge, upon receipt of a written request  
3068 from the unit owner.

3069 (a) The division shall adopt rules setting forth uniform  
3070 accounting principles and standards to be used by all  
3071 associations and addressing the financial reporting requirements  
3072 for multi-common interest community ~~multicondominium~~  
3073 associations. The rules must include, but not be limited to,  
3074 uniform reporting procedures ~~standards~~ for disclosure of the  
3075 presenting a summary of association reserves, including  
3076 information providing whether the reserves were and are  
3077 currently being funded on a straight line or pooled basis at a

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3078 level that provides equal contributions over the remaining life  
3079 of the elements consistent with an equal contribution over the  
3080 total useful life of the elements sufficient to prevent the need  
3081 for a balloon payment or special assessment if continued at the  
3082 same level and, if not, the amount necessary to bring the  
3083 reserves up to the level necessary to avoid a special assessment  
3084 or balloon payment ~~a good faith estimate disclosing the annual~~  
3085 ~~amount of reserve funds that would be necessary for the~~  
3086 ~~association to fully fund reserves for each reserve item based~~  
3087 ~~on the straight-line accounting method. This disclosure is not~~  
3088 ~~applicable to reserves funded via the pooling method. In~~  
3089 ~~adopting such rules, the division shall consider the number of~~  
3090 ~~members and annual revenues of an association.~~

3091 (b) Within 30 days after the end of the fiscal year, the  
3092 monthly report, including the year-to-date report, before the  
3093 certified public accountant's financial reports are made  
3094 available shall be electronically transmitted, mailed, or hand  
3095 delivered to unit owners without charge upon request.

3096 (c) The person preparing the financial reports is entitled  
3097 to rely on the inspection report provided for in s.  
3098 718.301(4)(p), if it is no more than 3 years old, to meet the  
3099 fiscal and fiduciary standards of this chapter. In adopting  
3100 rules consistent with this paragraph, the division shall  
3101 consider the annual revenues of the association.

3102 (d) Financial statements ~~reports~~ shall be prepared as  
3103 follows:

3104 1.(a) An association that meets the criteria of this  
3105 ~~paragraph~~ shall prepare a complete set of financial statements  
3106 in accordance with generally accepted accounting principles. The

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3107 financial statements must be based upon the association's total  
3108 annual revenues, as follows:

3109 ~~a.1.~~ An association with total annual revenues ~~of \$150,000~~  
3110 ~~or more, but~~ less than \$150,000 ~~\$300,000~~, shall prepare compiled  
3111 financial statements.

3112 ~~b.2.~~ An association with total annual revenues of at least  
3113 \$150,000 ~~\$300,000~~, but less than \$500,000, shall prepare  
3114 reviewed financial statements.

3115 ~~c.3.~~ An association with total annual revenues of \$500,000  
3116 or more shall prepare audited financial statements.

3117 ~~(b)1. An association with total annual revenues of less~~  
3118 ~~than \$150,000 shall prepare a report of cash receipts and~~  
3119 ~~expenditures.~~

3120 ~~2. An association that operates fewer than 50 units,~~  
3121 ~~regardless of the association's annual revenues, shall prepare a~~  
3122 ~~report of cash receipts and expenditures in lieu of financial~~  
3123 ~~statements required by paragraph (a).~~

3124 2.3. Financial statements ~~A report of cash receipts and~~  
3125 ~~disbursements~~ must disclose the amount of receipts by accounts  
3126 and receipt classifications and the amount of expenses by  
3127 accounts and expense classifications, including, but not limited  
3128 to, the following, as applicable: costs for security,  
3129 professional and management fees and expenses, taxes, costs for  
3130 recreation facilities, expenses for refuse collection and  
3131 utility services, expenses for lawn care, costs for building  
3132 maintenance and repair, insurance costs, administration and  
3133 salary expenses, and reserves accumulated and expended for  
3134 capital expenditures, deferred maintenance, and any other  
3135 category for which the association maintains reserves.

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3136 (e)~~(e)~~ The board ~~An association~~ may prepare, or cause to be  
3137 prepared, a higher level of reporting, without a meeting of or  
3138 approval by the unit owners.†

3139 ~~1. Compiled, reviewed, or audited financial statements, if~~  
3140 ~~the association is required to prepare a report of cash receipts~~  
3141 ~~and expenditures;~~

3142 ~~2. Reviewed or audited financial statements, if the~~  
3143 ~~association is required to prepare compiled financial~~  
3144 ~~statements; or~~

3145 ~~3. Audited financial statements if the association is~~  
3146 ~~required to prepare reviewed financial statements.~~

3147 (f)~~(d)~~ If approved by a majority of the voting interests  
3148 present at a properly called meeting of the association, an  
3149 association may prepare, or cause to be prepared, a lower level  
3150 of reporting, but not lower than the level of reporting required  
3151 in paragraph (d).

3152 (g) If an association is under developer control, the  
3153 developer must hire a certified public accountant firm to  
3154 prepare the appropriate fiscal year report in accordance with  
3155 generally accepted accounting principles. The certified public  
3156 accountant firm must be licensed in the state and have passed  
3157 its current peer review administered by the American Institute  
3158 of Certified Public Accountants. The developer may not waive or  
3159 modify its reporting requirements pursuant to this subsection.  
3160 Any report prepared under this paragraph shall be paid for by  
3161 the developer.†

3162 ~~1. A report of cash receipts and expenditures in lieu of a~~  
3163 ~~compiled, reviewed, or audited financial statement;~~

3164 ~~2. A report of cash receipts and expenditures or a compiled~~

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3165 ~~financial statement in lieu of a reviewed or audited financial~~  
3166 ~~statement; or~~

3167 ~~3. A report of cash receipts and expenditures, a compiled~~  
3168 ~~financial statement, or a reviewed financial statement in lieu~~  
3169 ~~of an audited financial statement.~~

3170  
3171 ~~Such meeting and approval must occur before the end of the~~  
3172 ~~fiscal year and is effective only for the fiscal year in which~~  
3173 ~~the vote is taken, except that the approval may also be~~  
3174 ~~effective for the following fiscal year. If the developer has~~  
3175 ~~not turned over control of the association, all unit owners,~~  
3176 ~~including the developer, may vote on issues related to the~~  
3177 ~~preparation of the association's financial reports, from the~~  
3178 ~~date of incorporation of the association through the end of the~~  
3179 ~~second fiscal year after the fiscal year in which the~~  
3180 ~~certificate of a surveyor and mapper is recorded pursuant to s.~~  
3181 ~~718.104(4) (e) or an instrument that transfers title to a unit in~~  
3182 ~~the condominium which is not accompanied by a recorded~~  
3183 ~~assignment of developer rights in favor of the grantee of such~~  
3184 ~~unit is recorded, whichever occurs first. Thereafter, all unit~~  
3185 ~~owners except the developer may vote on such issues until~~  
3186 ~~control is turned over to the association by the developer. Any~~  
3187 ~~audit or review prepared under this section shall be paid for by~~  
3188 ~~the developer if done before turnover of control of the~~  
3189 ~~association. An association may not waive the financial~~  
3190 ~~reporting requirements of this section for more than 3~~  
3191 ~~consecutive years.~~

3192 ~~(14) COMMINGLING.—All funds collected by an association~~  
3193 ~~shall be maintained separately in the association's name. For~~

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3194 ~~investment purposes only, reserve funds may be commingled with~~  
3195 ~~operating funds of the association. Commingled Operating and~~  
3196 ~~reserve funds shall be accounted for separately in, and a~~  
3197 ~~commingled account and shall not, at any time, be less than the~~  
3198 ~~amount identified as reserve funds. A community association~~  
3199 ~~manager or community association management firm required to be~~  
3200 ~~licensed under s. 468.432, or an agent, an employee, an officer,~~  
3201 ~~or a director of an association, may not commingle any~~  
3202 ~~association funds with his or her funds or with the funds of any~~  
3203 ~~other association.~~

3204 (a) All association funds held by a developer shall be  
3205 maintained separately in the association's name. Reserve and  
3206 operating funds of the association may not be commingled before  
3207 turnover of control of the association.

3208 (b) A developer in control of a common interest community  
3209 association may not commingle any association funds with his or  
3210 her funds or with the funds of any other common interest  
3211 community association.

3212 (c) Association funds may not be used by a developer to  
3213 defend a civil or criminal action, administrative proceeding, or  
3214 arbitration proceeding filed against the developer or directors  
3215 appointed to the association board by the developer, including  
3216 any action or proceeding involving the operation of the  
3217 developer-controlled association.

3218 (d) This subsection does not prohibit a multi-common  
3219 interest community ~~multicondominium~~ association from commingling  
3220 the operating funds of separate common interest communities  
3221 ~~condominiums~~ or the reserve funds of separate common interest  
3222 communities ~~condominiums~~. Furthermore, for investment purposes

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3223 only, a multi-common interest community ~~multicondominium~~  
3224 association may commingle the operating funds of separate common  
3225 interest communities ~~condominiums~~ with the reserve funds of  
3226 separate common interest communities ~~condominiums~~.

3227 (e) A manager ~~or business entity~~ required to be licensed ~~or~~  
3228 ~~registered~~ under s. 468.432, or an agent, employee, officer, or  
3229 director of an association, shall not commingle any association  
3230 funds with his or her funds or with the funds of any other  
3231 common interest community ~~condominium~~ association or the funds  
3232 of a community association as defined in s. 468.431.

3233 (15) LIMITATION OF LIABILITY OF ASSOCIATION.—After turnover  
3234 from the developer, notwithstanding the duty of the association  
3235 to maintain and repair parts of the common interest community  
3236 property, the association is not liable to unit owners for  
3237 injury or damage, other than for the cost of maintenance and  
3238 repair, caused by any latent defect of the property. The  
3239 association is not liable for any injury or damage caused by  
3240 such defects in design or workmanship or any other reason  
3241 connected with any additions, alterations, or improvements made  
3242 by or on behalf of any unit owner, regardless of whether the  
3243 same shall have been approved by the association pursuant to the  
3244 provisions of this subsection. The documents shall include, or  
3245 if not included shall be deemed to include, the following:

3246  
3247 NOTWITHSTANDING ANYTHING CONTAINED IN THIS DOCUMENT OR IN THE  
3248 ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF  
3249 THE ASSOCIATION, OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE  
3250 ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE  
3251 ASSOCIATION IS NOT LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER

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3252 DEEMED A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY, AND/OR  
 3253 WELFARE OF ANY OWNER, OCCUPANT, OR USER OF ANY PORTION OF THE  
 3254 COMMON INTEREST COMMUNITY PROPERTY, INCLUDING, WITHOUT  
 3255 LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES,  
 3256 AGENTS, SERVANTS, CONTRACTORS, OR SUBCONTRACTORS OR FOR ANY  
 3257 PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF  
 3258 THE FOREGOING:

3260 (A) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT  
 3261 THE VARIOUS PROVISIONS OF THE DOCUMENTS THAT ARE ENFORCEABLE BY  
 3262 THE ASSOCIATION AND THAT GOVERN OR REGULATE THE USES OF THE  
 3263 COMMON INTEREST COMMUNITY PROPERTY HAVE BEEN WRITTEN, AND ARE TO  
 3264 BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING  
 3265 AND MAINTAINING THE ENJOYMENT OF THE COMMON INTEREST COMMUNITY  
 3266 PROPERTY AND THE VALUE OF THE PROPERTY.

3268 (B) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED,  
 3269 TO ACT AS AN ENTITY THAT ENFORCES OR ENSURES COMPLIANCE WITH THE  
 3270 LAWS OF THE UNITED STATES, THE STATE OF FLORIDA, ... COUNTY,  
 3271 AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS  
 3272 ACTIVITIES.

3274 (C) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS ESTABLISHING THE  
 3275 USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND/OR  
 3276 WELFARE OF ANY OWNER, OCCUPANT, OR USER OF ANY PORTION OF THE  
 3277 COMMON INTEREST COMMUNITY PROPERTY SHALL BE INTERPRETED AND  
 3278 APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND  
 3279 NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER  
 3280 THE HEALTH, SAFETY, AND/OR WELFARE OF ANY SUCH PERSON, EVEN IF

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3281 ASSESSMENT FUNDS ARE USED FOR ANY SUCH REASON.

3282  
 3283 (D) A UNIT OWNER, BY VIRTUE OF HIS OR HER ACCEPTANCE OF TITLE TO  
 3284 HIS OR HER UNIT, AND ANY OTHER PERSON HAVING AN INTEREST IN OR  
 3285 LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE COMMON  
 3286 INTEREST COMMUNITY PROPERTY, BY VIRTUE OF ACCEPTING SUCH  
 3287 INTEREST OR MAKING SUCH USES, IS BOUND BY THIS PROVISION AND  
 3288 WAIVES ALL RIGHTS, CLAIMS, DEMANDS, AND CAUSES OF ACTION AGAINST  
 3289 THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR  
 3290 WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN  
 3291 THIS PROVISION.

3292  
 3293 (E) AS USED IN THIS SECTION, THE TERM "ASSOCIATION" INCLUDES ALL  
 3294 OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD  
 3295 MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, MANAGEMENT COMPANIES,  
 3296 SUBCONTRACTORS, SUCCESSORS, AND ASSIGNEES.

3297 Section 58. Section 718.112, Florida Statutes, is amended  
 3298 to read:

3299 718.112 Bylaws.—

3300 (1) GENERALLY.—

3301 (a) The operation of the association shall be governed by  
 3302 the articles of incorporation ~~if the association is~~  
 3303 ~~incorporated,~~ and the bylaws of the association, which shall be  
 3304 included as exhibits to the recorded declaration. If one  
 3305 association operates more than one common interest community  
 3306 ~~condominium,~~ it shall not be necessary to rerecord the same  
 3307 articles of incorporation and bylaws as exhibits to each  
 3308 declaration after the first, provided that in each case where  
 3309 the articles and bylaws are not so recorded, the declaration

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3310 expressly incorporates them by reference as exhibits and  
3311 identifies the book and page of the public records where the  
3312 first declaration to which they were attached is recorded.

3313 (b) No amendment to the articles of incorporation or bylaws  
3314 is valid unless recorded with identification on the first page  
3315 thereof of the book and page of the public records where the  
3316 declaration of each common interest community ~~condominium~~  
3317 operated by the association is recorded.

3318 (2) REQUIRED PROVISIONS.—The bylaws shall provide for the  
3319 following and, if they do not do so, shall be deemed to include  
3320 the following:

3321 (a) *Administration.*—

3322 1. The form of administration of the association shall be  
3323 described indicating the title of the officers and board of  
3324 directors ~~administration~~ and specifying the responsibilities  
3325 ~~powers~~, duties, manner of selection, and removal, ~~and~~  
3326 ~~compensation, if any,~~ of officers and board members ~~boards~~. In  
3327 the absence of such a provision, the board of directors  
3328 ~~administration~~ shall be composed of five members, except in the  
3329 case of a common interest community ~~that condominium~~ which has  
3330 50 ~~five~~ or fewer units, in which case ~~in a not-for-profit~~  
3331 ~~corporation~~ the board shall consist of at least ~~not fewer than~~  
3332 three members. In the absence of provisions to the contrary in  
3333 the bylaws, the board of directors ~~administration~~ shall have a  
3334 president, a secretary, and a treasurer, who shall perform the  
3335 duties of such officers customarily performed by officers of  
3336 corporations. Unless prohibited in the bylaws, the board of  
3337 directors ~~administration~~ may appoint other officers and grant  
3338 them the duties it deems appropriate. Unless otherwise provided

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3339 in the bylaws, the officers shall serve without compensation and  
3340 at the pleasure of the board of administration. Unless otherwise  
3341 provided in the bylaws, the members of the board shall serve  
3342 without compensation.

3343 2. When a unit owner of a residential unit ~~condominium~~  
3344 files a written inquiry and has proof of delivery to by  
3345 ~~certified mail with the~~ association or its manager ~~board of~~  
3346 ~~administration,~~ the board must ~~shall~~ respond in writing to the  
3347 unit owner within 15 ~~30~~ days after receipt of the inquiry. The  
3348 board's response shall ~~either~~ give a substantive response to the  
3349 inquirer, notify the inquirer that a legal opinion has been  
3350 requested, or notify the inquirer that advice has been requested  
3351 from the division. If ~~the board requests~~ advice is requested  
3352 from the division, the board shall, within 10 days after ~~its~~  
3353 receipt of the advice, provide in writing a substantive response  
3354 to the inquirer. If a legal opinion is requested, the board  
3355 shall, within 30 ~~60~~ days after the receipt of the inquiry,  
3356 provide ~~in writing~~ a substantive response to the inquiry. The  
3357 failure to provide a substantive response to the inquiry as  
3358 provided in this subparagraph ~~herein~~ precludes the association  
3359 ~~board~~ from recovering attorney fees and costs in any subsequent  
3360 litigation, administrative proceeding, or arbitration arising  
3361 out of the inquiry. The division shall ~~association may through~~  
3362 ~~its board of administration~~ adopt reasonable policies ~~rules and~~  
3363 ~~regulations~~ regarding ~~the frequency and manner of~~ responding to  
3364 unit owner inquiries, ~~one of which may be that the association~~  
3365 ~~is only obligated to respond to one written inquiry per unit in~~  
3366 ~~any given 30-day period. In such a case, any additional inquiry~~  
3367 ~~or inquiries must be responded to in the subsequent 30-day~~

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3368 ~~period, or periods, as applicable.~~

3369 3. Any substantive response must include, at a minimum, a  
3370 restatement of the issue presented by the owner, the board's  
3371 written response to the issue, and the board's actions or  
3372 intended actions in response to the issue, in addition to all  
3373 other facts, opinions, requests, and positions taken that are  
3374 relevant to the issue. In the event an outside opinion was  
3375 requested by the board and the request was conveyed to the unit  
3376 owner in an initial response causing a delayed final response,  
3377 the outside opinion text will also be included in the board's  
3378 subsequent response to the unit owner.

3379 4. A unit owner who does not receive a substantive response  
3380 within 15 days is entitled to the actual damages or minimum  
3381 damages for the association's willful failure to comply with  
3382 this paragraph. The minimum damages shall be \$100 per calendar  
3383 day for up to 20 business days, beginning on the 16th business  
3384 day after receipt of the written request. The time limit may  
3385 only be extended if the division has not responded.

3386 (b) *Quorum; voting requirements; proxies.*—

3387 1. Unless a lower number is provided in the bylaws, the  
3388 percentage of voting interests required to constitute a quorum  
3389 at a meeting of the members in a residential association is a  
3390 majority of the total eligible voting interests. Unless  
3391 otherwise provided in this chapter or in the declaration,  
3392 articles of incorporation, or bylaws, and except as provided in  
3393 subparagraph (d)8. ~~subparagraph (d)4.~~, decisions shall be made  
3394 by a majority of the voting interests represented at a meeting  
3395 at which a quorum is present.

3396 a. If a quorum is not attained, the meeting may be

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3397 rescheduled within 30 days with a notice of at least 14 days to  
3398 the members not present in person or by proxy. The rescheduled  
3399 meetings shall have a quorum requirement of 40 percent of the  
3400 total eligible voting interests and, if a quorum is not  
3401 attained, may be rescheduled as many times as necessary with the  
3402 quorum requirement reduced by 10 percent for each rescheduled  
3403 meeting until a quorum is attained.

3404 b. Unless otherwise provided in this chapter or in the  
3405 articles of incorporation or bylaws, decisions that require a  
3406 vote of the members in a residential association must be  
3407 approved by at least a majority of the voting interests present,  
3408 in person or by proxy, at a meeting where a quorum has been  
3409 attained.

3410 c. Proxies provided for the original meeting are valid for  
3411 each successive meeting if the successive meeting is held not  
3412 more than 90 days after the date of the original meeting.

3413 2. Except as specifically otherwise provided herein, unit  
3414 owners in a residential association ~~condominium~~ may not vote by  
3415 general proxy, but may vote by limited proxies substantially  
3416 conforming to a limited proxy form adopted by the division.

3417 a. A voting interest or consent right allocated to a unit  
3418 owned by the association may not be exercised or considered for  
3419 any purpose, whether for a quorum, an election, or otherwise.

3420 b. Limited proxies and general proxies may be used to  
3421 establish a quorum.

3422 c. Limited proxies shall be used for votes taken to waive  
3423 or reduce reserves in accordance with subparagraph (g)2.

3424 ~~subparagraph (f)2.;~~

3425 d. For votes taken to waive the financial reporting

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3426 requirements of s. 718.111(13).~~†~~

3427 e. For votes taken to amend the documents ~~declaration~~  
3428 pursuant to s. 718.110.~~†~~

3429 f. For votes taken to amend the articles of incorporation  
3430 or bylaws pursuant to this section.~~†~~ ~~and~~

3431 g. For any other matter for which this chapter requires or  
3432 permits a vote of the unit owners.

3433 h. Limited proxies and general proxies may not be used for  
3434 the election of board members in a residential association.  
3435 General proxies may be used for matters for which limited  
3436 proxies are not required and may be used to vote for  
3437 nonsubstantive changes to items for which a limited proxy is  
3438 required and given. Notwithstanding this sub-subparagraph, a  
3439 unit owner may vote in person at unit owner meetings.

3440 3. Except as specifically otherwise provided in this  
3441 paragraph, unit owners in a residential association may not vote  
3442 by general proxies but may vote by limited proxies substantially  
3443 conforming to a limited proxy form adopted by the division. A  
3444 voting interest or consent right allocated to a unit owned by  
3445 the association may not be exercised or considered for any  
3446 purpose, including a quorum, an election, or any other matter.

3447 4. Limited proxies and general proxies may be used to  
3448 establish a quorum.

3449 5. Limited proxies may be used for votes taken to waive or  
3450 reduce reserves in accordance with subparagraph (f)2. for votes  
3451 taken:

3452 a. To waive the financial reporting requirements in s.  
3453 718.111(13);

3454 b. To amend the declaration pursuant to s. 718.110;

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3455 c. To amend the articles of incorporation or bylaws  
3456 pursuant to this section; or

3457 d. For any other matter that this chapter requires or  
3458 authorizes a vote of the unit owners.

3459

3460 This subparagraph does not limit the use of general proxies or  
3461 require the use of limited proxies for any agenda item or  
3462 election at any meeting of a timeshare association or a  
3463 nonresidential association.

3464 6. Except as provided in paragraph (d), a limited proxy or  
3465 general proxy, ~~limited or general,~~ may not be used in the  
3466 election of board members ~~in a residential condominium.~~ General  
3467 proxies may be used for other matters for which limited proxies  
3468 are not required, and may be used in voting for nonsubstantive  
3469 changes to items for which a limited proxy is required and  
3470 given. Notwithstanding this ~~paragraph~~ subparagraph, unit owners  
3471 may vote in person at unit owner meetings. ~~This subparagraph~~  
3472 ~~does not limit the use of general proxies or require the use of~~  
3473 ~~limited proxies for any agenda item or election at any meeting~~  
3474 ~~of a timeshare condominium association or a nonresidential~~  
3475 ~~condominium association.~~

3476 7.3. A proxy given is effective only for the specific  
3477 meeting for which originally given and any lawfully adjourned  
3478 meetings thereof. A proxy is not valid longer than 90 days after  
3479 the date of the first meeting for which it was given and may be  
3480 revoked. ~~Each proxy is revocable at any time at the pleasure of~~  
3481 the unit owner executing it at any time prior to a vote being  
3482 taken on questions addressed on the proxy.

3483 4. ~~A member of the board of administration or a committee~~

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3484 ~~may submit in writing his or her agreement or disagreement with~~  
3485 ~~any action taken at a meeting that the member did not attend.~~  
3486 ~~This agreement or disagreement may not be used as a vote for or~~  
3487 ~~against the action taken or to create a quorum.~~

3488 8.5. A board or committee member's participation in a  
3489 meeting via telephone, real-time videoconferencing, or similar  
3490 real-time electronic or video communication counts toward a  
3491 quorum, and such member may vote as if physically present. A  
3492 speaker must be used so that the conversation of such members  
3493 may be heard by the board or committee members attending in  
3494 person as well as by any unit owners present at a meeting.

3495 9. If a board or committee meeting includes meeting by  
3496 telephone conference or other electronic means, all unit owners  
3497 must be authorized to attend by such means if they are or can be  
3498 made available, at the unit owners' expense, and all meeting  
3499 notices shall include information necessary for a unit owner to  
3500 participate in the meeting. Electronic means of communication  
3501 must provide for two-way communications between all parties at  
3502 all times unless technical issues exist that require a "listen  
3503 only" form of communication. When board or committee members are  
3504 attending a meeting by electronic means, all votes must be  
3505 recorded as roll call votes.

3506 10. If a voting member is delinquent in excess of 90 days  
3507 for the nonpayment of regular or special assessments, the voting  
3508 rights of the member shall be suspended and such member may not  
3509 be considered for the purpose of establishing a quorum. The  
3510 percentage of the membership required for a quorum shall include  
3511 only such nondelinquent members.

3512 (c) Board of directors' ~~administration~~ meetings.—Meetings

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3513 of the board of directors ~~administration~~ at which a quorum of  
3514 the board ~~members~~ is present are open to all unit owners. The  
3515 board must use board meetings for consideration and discussion,  
3516 and the board may not conclude any decisions before the owners  
3517 have an opportunity to witness the deliberations. Members of the  
3518 board of directors ~~administration~~ may use e-mail as a means of  
3519 communication but may not cast a vote on an association matter  
3520 via e-mail.

3521 1. A unit owner may ~~audio tape record~~ or video record  
3522 ~~videotape~~ the meetings. The division shall adopt reasonable  
3523 rules governing such recordings. A copy of such recording shall  
3524 be made available to the association upon request and at the  
3525 association's expense. A unit owner with a hearing or vision  
3526 disability may have an interpreter accompany him or her if the  
3527 assistance does not disrupt the board meeting. A unit owner not  
3528 proficient in English may have an interpreter accompany him or  
3529 her if the translating does not disrupt the board meeting.

3530 2. Upon notice to the unit owners, the board shall  
3531 designate by rule a specific location on the common interest  
3532 community property or association property where notices of  
3533 board meetings shall be posted. If there is no common interest  
3534 community property or association property where notices can be  
3535 posted, notices of board meetings shall be mailed, hand  
3536 delivered, or electronically transmitted to each unit owner at  
3537 least 14 days before the board meeting.

3538 3. Notice of board meetings that specifically identifies  
3539 all agenda items must be posted conspicuously on the common  
3540 interest community property at least 48 continuous hours before  
3541 the board meeting, except in an emergency. Electronic

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3542 transmission of meeting notices shall be provided to any unit  
3543 owner requesting such notification. The intent of board meetings  
3544 is to encourage participatory consideration by the owners. Any  
3545 owner may petition the board to address an item of business. If  
3546 20 percent of the voting interests petition the board to address  
3547 an item of business, the board, within 60 days after receipt of  
3548 the petition, shall place the item on the agenda at its next  
3549 regular board meeting or at a special meeting called for that  
3550 purpose.

3551 4. Written notice of any board meeting at which  
3552 nonemergency special assessments, or at which an amendment to  
3553 rules regarding unit or common element use, will be considered  
3554 must be mailed, hand delivered, or electronically transmitted to  
3555 the unit owners and posted conspicuously on the common interest  
3556 community property at least 14 days before the board meeting.  
3557 Evidence of the notice shall be made by affidavit executed by  
3558 the person providing the notice and filed with the official  
3559 records of the association.

3560 5. In addition to the physical posting of the notice on the  
3561 common interest community property, the association may adopt a  
3562 procedure for conspicuously posting and repeatedly broadcasting  
3563 the notice and agenda on a closed-circuit cable television  
3564 system serving the association. The notice and agenda must be  
3565 broadcast at least four times every broadcast hour of each day  
3566 that a posted notice is required under this paragraph. If  
3567 broadcast notice is provided, the notice and agenda must be  
3568 broadcast in a manner and for a sufficient continuous length of  
3569 time so as to allow an average reader to observe the notice and  
3570 agenda and read and comprehend the entire content of the notice

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3571 and agenda.

3572 6. Notice of any meeting in which regular or special  
3573 assessments are to be considered shall specifically state that  
3574 regular or special assessments will be considered and the  
3575 nature, estimated cost, and description of the purposes of such  
3576 assessments.

3577 7. Any item not included on the notice may be taken up on  
3578 an emergency basis by at least a majority plus one vote of the  
3579 board members if they are reasonably available. The emergency  
3580 action shall be noticed and ratified at the next regular board  
3581 meeting.

3582 8. The right to attend board ~~such~~ meetings includes the  
3583 right to speak at board ~~such~~ meetings with reference to all  
3584 designated agenda items when the item is addressed by the board  
3585 and before the agenda item is voted on. ~~The division shall adopt~~  
3586 ~~reasonable rules governing the tape recording and videotaping of~~  
3587 ~~the meeting.~~ The association may adopt written reasonable rules  
3588 governing the frequency, duration, and manner of unit owner  
3589 statements.

3590 9. A committee may be appointed by the board if it is  
3591 comprised of less than a quorum of board members. The committee  
3592 may consider items of personnel, discipline, or contracts  
3593 provided the committee's minutes and recommendations are  
3594 considered at the next board meeting.

3595 10. Meetings of a committee of the board are subject to the  
3596 provisions of this paragraph.

3597 ~~1. Adequate notice of all board meetings, which must~~  
3598 ~~specifically identify all agenda items, must be posted~~  
3599 ~~conspicuously on the condominium property at least 48 continuous~~

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3600 ~~hours before the meeting except in an emergency. If 20 percent~~  
3601 ~~of the voting interests petition the board to address an item of~~  
3602 ~~business, the board, within 60 days after receipt of the~~  
3603 ~~petition, shall place the item on the agenda at its next regular~~  
3604 ~~board meeting or at a special meeting called for that purpose.~~  
3605 ~~An item not included on the notice may be taken up on an~~  
3606 ~~emergency basis by a vote of at least a majority plus one of the~~  
3607 ~~board members. Such emergency action must be noticed and~~  
3608 ~~ratified at the next regular board meeting. However, written~~  
3609 ~~notice of a meeting at which a nonemergency special assessment~~  
3610 ~~or an amendment to rules regarding unit use will be considered~~  
3611 ~~must be mailed, delivered, or electronically transmitted to the~~  
3612 ~~unit owners and posted conspicuously on the condominium property~~  
3613 ~~at least 14 days before the meeting. Evidence of compliance with~~  
3614 ~~this 14-day notice requirement must be made by an affidavit~~  
3615 ~~executed by the person providing the notice and filed with the~~  
3616 ~~official records of the association. Upon notice to the unit~~  
3617 ~~owners, the board shall, by duly adopted rule, designate a~~  
3618 ~~specific location on the condominium or association property~~  
3619 ~~where all notices of board meetings must be posted. If there is~~  
3620 ~~no condominium property or association property where notices~~  
3621 ~~can be posted, notices shall be mailed, delivered, or~~  
3622 ~~electronically transmitted to each unit owner at least 14 days~~  
3623 ~~before the meeting. In lieu of or in addition to the physical~~  
3624 ~~posting of the notice on the condominium property, the~~  
3625 ~~association may, by reasonable rule, adopt a procedure for~~  
3626 ~~conspicuously posting and repeatedly broadcasting the notice and~~  
3627 ~~the agenda on a closed-circuit cable television system serving~~  
3628 ~~the condominium association. However, if broadcast notice is~~

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3629 ~~used in lieu of a notice physically posted on condominium~~  
3630 ~~property, the notice and agenda must be broadcast at least four~~  
3631 ~~times every broadcast hour of each day that a posted notice is~~  
3632 ~~otherwise required under this section. If broadcast notice is~~  
3633 ~~provided, the notice and agenda must be broadcast in a manner~~  
3634 ~~and for a sufficient continuous length of time so as to allow an~~  
3635 ~~average reader to observe the notice and read and comprehend the~~  
3636 ~~entire content of the notice and the agenda. Notice of any~~  
3637 ~~meeting in which regular or special assessments against unit~~  
3638 ~~owners are to be considered must specifically state that~~  
3639 ~~assessments will be considered and provide the nature, estimated~~  
3640 ~~cost, and description of the purposes for such assessments.~~

3641 ~~2. Meetings of a committee to take final action on behalf~~  
3642 ~~of the board or make recommendations to the board regarding the~~  
3643 ~~association budget are subject to this paragraph. Meetings of a~~  
3644 ~~committee that does not take final action on behalf of the board~~  
3645 ~~or make recommendations to the board regarding the association~~  
3646 ~~budget are subject to this section, unless those meetings are~~  
3647 ~~exempted from this section by the bylaws of the association.~~

3648 ~~11.3.~~ Notwithstanding any other law, the requirement that  
3649 board meetings and committee meetings be open to the unit owners  
3650 does not apply to:

3651 ~~a.~~ meetings between the board or a committee and the  
3652 association's attorney, with respect to proposed or pending  
3653 litigation, if the meeting is held for the purpose of seeking or  
3654 rendering legal advice. ~~;~~ ~~or~~

3655 ~~b. Board meetings held for the purpose of discussing~~  
3656 ~~personnel matters.~~

3657 (d) *Unit owner meetings.*-

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3658 1. An annual meeting of the unit owners shall be held at  
3659 the location provided in the association bylaws and, if the  
3660 bylaws are silent as to the location, the meeting shall be held  
3661 within 10 ~~45~~ miles of the common interest community ~~condominium~~  
3662 property. However, such distance requirement does not apply to  
3663 an association governing a timeshare association ~~condominium~~.

3664 2. ~~Unless the bylaws provide otherwise,~~ A vacancy on the  
3665 board caused by the expiration of a director's term shall be  
3666 filled by electing a new board member, and the election must be  
3667 by secret ballot. However, ~~An election is not required~~ if the  
3668 number of vacancies equals or exceeds the number of candidates,  
3669 an election is not required.

3670 3. ~~For purposes of this paragraph, the term "candidate"~~  
3671 ~~means an eligible person who has timely submitted the written~~  
3672 ~~notice, as described in sub-subparagraph 4.a., of his or her~~  
3673 ~~intention to become a candidate. Except in a timeshare or~~  
3674 ~~nonresidential condominium, or if the staggered term of a board~~  
3675 ~~member does not expire until a later annual meeting, or if all~~  
3676 ~~members' terms would otherwise expire but there are no~~  
3677 ~~candidates,~~ The terms of all board members expire at the annual  
3678 meeting and current board, and such members may stand for  
3679 reelection unless prohibited by the bylaws. If no person is  
3680 interested in, or demonstrates an intention to run for, the  
3681 position of a board member whose term has expired, the current  
3682 board member may be reappointed to the board if he or she  
3683 provides a signed certification and educational certificate as  
3684 provided in subparagraph 9. ~~If the bylaws or articles of~~  
3685 ~~incorporation permit terms of no more than 2 years, the~~  
3686 ~~association board members may serve 2-year terms. If the number~~

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3687 ~~of board members whose terms expire at the annual meeting equals~~  
3688 ~~or exceeds the number of candidates, the candidates become~~  
3689 ~~members of the board effective upon the adjournment of the~~  
3690 ~~annual meeting. Unless the bylaws provide otherwise, any~~  
3691 ~~remaining vacancies shall be filled by the affirmative vote of~~  
3692 ~~the majority of the directors making up the newly constituted~~  
3693 ~~board even if the directors constitute less than a quorum or~~  
3694 ~~there is only one director. In a residential condominium~~  
3695 ~~association of more than 10 units or in a residential~~  
3696 ~~condominium association that does not include timeshare units or~~  
3697 ~~timeshare interests, coowners~~

3698 4. Co-owners of a unit may not serve as members of the  
3699 board of directors at the same time ~~unless they own more than~~  
3700 ~~one unit or unless there are not enough eligible candidates to~~  
3701 ~~fill the vacancies on the board at the time of the vacancy. A~~  
3702 unit owner in a residential common interest community  
3703 ~~condominium~~ desiring to be a candidate for board membership must  
3704 comply with subparagraph 3. ~~sub-subparagraph 4.a. and must be~~  
3705 ~~eligible to be a candidate to serve on the board of directors at~~  
3706 ~~the time of the deadline for submitting a notice of intent to~~  
3707 ~~run in order to have his or her name listed as a proper~~  
3708 ~~candidate on the ballot or to serve on the board. A person who~~  
3709 has been suspended or removed by the division under this  
3710 chapter, or who is delinquent in the payment of any fee or  
3711 assessment as provided in paragraph (h) ~~monetary obligation due~~  
3712 ~~to the association, is not eligible to be a candidate for board~~  
3713 ~~membership and may not be listed on the ballot.~~

3714 5. A person who has entered a plea of nolo contendere to or  
3715 ~~been convicted of any felony in this state or in a United States~~

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3716 District or Territorial Court, or who has entered a plea of nolo  
3717 contendere to or been convicted of any offense in another  
3718 jurisdiction which would be considered a felony if committed in  
3719 this state, is not eligible for board membership unless such  
3720 felon's civil rights have been restored for at least 10 ~~5~~ years  
3721 as of the date such person seeks election to the board. The  
3722 validity of an action by the board is not affected if it is  
3723 later determined that a ~~board~~ member of the board is ineligible  
3724 for board membership ~~due to having been convicted of a felony.~~  
3725 ~~This subparagraph does not limit the term of a member of the~~  
3726 ~~board of a nonresidential condominium.~~

3727 6.3. The bylaws must provide the method of calling meetings  
3728 of unit owners, including annual meetings. Written notice that  
3729 must include an agenda shall, ~~must~~ be mailed, hand delivered, or  
3730 electronically transmitted to each unit owner at least 14 days  
3731 before the annual meeting, and must be posted in a conspicuous  
3732 place on the common interest community ~~condominium~~ property at  
3733 least 14 continuous days before the annual meeting. Upon notice  
3734 to the unit owners, the board shall, by duly adopted rule,  
3735 designate a specific location on the common interest community  
3736 ~~condominium~~ property or association property where all notices  
3737 of unit owner meetings shall be posted. However, This  
3738 ~~requirement does not apply~~ if there is no common interest  
3739 community ~~condominium~~ property or association property where ~~for~~  
3740 posting notices can be posted, this requirement does not apply.  
3741 ~~In lieu of, or in addition to, the physical posting of meeting~~  
3742 ~~notices, the association may, by reasonable rule, adopt a~~  
3743 ~~procedure for conspicuously posting and repeatedly broadcasting~~  
3744 ~~the notice and the agenda on a closed circuit cable television~~

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3745 ~~system serving the condominium association. However, if~~  
3746 ~~broadcast notice is used in lieu of a notice posted physically~~  
3747 ~~on the condominium property, the notice and agenda must be~~  
3748 ~~broadcast at least four times every broadcast hour of each day~~  
3749 ~~that a posted notice is otherwise required under this section.~~  
3750 ~~If broadcast notice is provided, the notice and agenda must be~~  
3751 ~~broadcast in a manner and for a sufficient continuous length of~~  
3752 ~~time so as to allow an average reader to observe the notice and~~  
3753 ~~read and comprehend the entire content of the notice and the~~  
3754 ~~agenda.~~

3755 7. Unless a unit owner waives in writing the right to  
3756 receive notice ~~of the annual meeting~~, such notice shall ~~must~~ be  
3757 hand delivered, mailed, or electronically transmitted to each  
3758 unit owner. ~~Notice for meetings and notice for all other~~  
3759 ~~purposes must be mailed to each unit owner~~ at the address last  
3760 furnished to the association by the unit owner, ~~or hand~~  
3761 ~~delivered to each unit owner~~. However, if a unit is owned by  
3762 more than one person, the association shall ~~must~~ provide notice  
3763 for meetings and all other purposes to the address that the  
3764 developer initially identifies for that purpose and thereafter  
3765 as one or more of the owners of the unit advise the association  
3766 in writing, or if no address is given or the owners of the unit  
3767 do not agree, to the address provided on the county records of  
3768 the property appraiser. The deed of record. ~~An officer of the~~  
3769 ~~association, or the manager or other person providing notice of~~  
3770 the association meeting shall, ~~must~~ provide an affidavit ~~or~~  
3771 ~~United States Postal Service certificate of mailing~~, to be  
3772 included in the official records of the association affirming  
3773 that the notice was mailed, electronically transmitted, or hand

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3774 delivered in accordance with this subparagraph ~~provision~~.

3775 ~~8.4.~~ The members of the board of a residential common  
3776 interest community condominium shall be elected by secret  
3777 ~~written ballot or voting machine~~. Proxies may not be used in  
3778 electing the board in general elections or elections to fill  
3779 vacancies caused by recall, resignation, or otherwise, unless  
3780 otherwise provided in this chapter. ~~This subparagraph does not~~  
3781 ~~apply to an association governing a timeshare condominium.~~

3782 9.a. At least 60 days, but not more than 90 days, before a  
3783 scheduled election, the association shall mail, hand deliver, or  
3784 electronically transmit, whether by separate association mailing  
3785 or included in another association mailing, delivery, or  
3786 transmission, including regularly published newsletters, to each  
3787 unit owner ~~entitled to a vote~~, a first notice of the date of the  
3788 election and the procedure to qualify as a candidate for the  
3789 board.

3790 a. Within 1 year before, or 90 days after, being elected or  
3791 appointed to the board, the newly elected or appointed member  
3792 must:

3793 (I) Submit an educational certificate of satisfactory  
3794 completion of the educational curriculum administered by a  
3795 division-approved common interest community education provider.

3796 (II) Submit a written certification attesting that he or  
3797 she has read the documents, bylaws, current written policies,  
3798 provisions of this chapter, applicable sections of the Florida  
3799 Administrative Code, and association rules; he or she will work  
3800 to uphold such documents and policies to the best of his or her  
3801 ability; and he or she will faithfully discharge his or her  
3802 fiduciary responsibility to the association's members.

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3803       b. The written certification and educational certificate  
3804 must be valid and are not required to be resubmitted if the  
3805 member serves on the board without interruption. Failure to  
3806 complete the requirements of this sub-subparagraph excludes the  
3807 member from being reelected, appointed, or eligible to continue  
3808 to serve on the board.

3809       c. In order to be eligible to be included on the ballot and  
3810 serve on the board, the member's written certification and  
3811 educational certificate must be entered in the minutes of the  
3812 association and made available for verification by any owner.

3813       10. A unit owner or other eligible person desiring to be a  
3814 candidate for the board must give written notice of his or her  
3815 intent to be a candidate to the association at least 40 days  
3816 before a scheduled election along with the signed certification  
3817 provided for in this subparagraph. If the certification is not  
3818 provided, or the person is otherwise ineligible for election,  
3819 his or her name may not be listed on the ballot.

3820       11. Together with the written notice and agenda as set  
3821 forth in subparagraph ~~6. 3.~~, the association shall mail,  
3822 deliver, or electronically transmit a second notice of the  
3823 election to all unit owners entitled to vote, together with a  
3824 ballot that lists all eligible candidates. Upon request of a  
3825 candidate, an information sheet, no larger than 8 1/2 inches by  
3826 11 inches, ~~which must be~~ furnished by the candidate at least 35  
3827 days before the election, must be included with the mailing,  
3828 delivery, or transmission of the ballot, with the costs of  
3829 mailing, delivery, or electronic transmission and copying to be  
3830 borne by the association. The association is not liable for the  
3831 contents of the information sheets prepared by the candidates.

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3832 In order to reduce costs, the association may print or duplicate  
3833 the information sheets on both sides of the paper.

3834 12. The division shall by rule establish voting procedures  
3835 consistent with this subparagraph ~~sub-subparagraph~~, including  
3836 rules establishing procedures for giving notice by electronic  
3837 transmission and rules providing for the secrecy of ballots.  
3838 Elections shall be decided by a plurality of the ballots cast.  
3839 There is no quorum requirement; however, at least 20 percent of  
3840 the eligible voters must cast a ballot in order to have a valid  
3841 election of members of the board. A unit owner may not permit  
3842 any other person to vote his or her ballot, and any such ballots  
3843 improperly cast are invalid. A unit owner who violates this  
3844 provision may be assessed a financial penalty ~~fined~~ by the  
3845 association in accordance with s. 718.303. A unit owner who  
3846 needs assistance in casting the ballot for the reasons stated in  
3847 s. 101.051 may obtain ~~such~~ assistance. The regular election  
3848 shall must occur on the date of the annual meeting.  
3849 Notwithstanding this subparagraph ~~sub-subparagraph~~, an election  
3850 is not required unless more candidates file notices of intent to  
3851 run ~~or are nominated~~ than board vacancies exist. Tie votes may  
3852 be determined by lot or runoff election at the option of the  
3853 candidates and shall be by runoff election if the candidates do  
3854 not agree on a method.

3855 ~~b. Within 90 days after being elected or appointed to the~~  
3856 ~~board of an association of a residential condominium, each newly~~  
3857 ~~elected or appointed director shall certify in writing to the~~  
3858 ~~secretary of the association that he or she has read the~~  
3859 ~~association's declaration of condominium, articles of~~  
3860 ~~incorporation, bylaws, and current written policies; that he or~~

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3861 she will work to uphold such documents and policies to the best  
3862 of his or her ability; and that he or she will faithfully  
3863 discharge his or her fiduciary responsibility to the  
3864 association's members. In lieu of this written certification,  
3865 within 90 days after being elected or appointed to the board,  
3866 the newly elected or appointed director may submit a certificate  
3867 of having satisfactorily completed the educational curriculum  
3868 administered by a division-approved condominium education  
3869 provider within 1 year before or 90 days after the date of  
3870 election or appointment. The written certification or  
3871 educational certificate is valid and does not have to be  
3872 resubmitted as long as the director serves on the board without  
3873 interruption. A director of an association of a residential  
3874 condominium who fails to timely file the written certification  
3875 or educational certificate is suspended from service on the  
3876 board until he or she complies with this sub-subparagraph. The  
3877 board may temporarily fill the vacancy during the period of  
3878 suspension. The secretary shall cause the association to retain  
3879 a director's written certification or educational certificate  
3880 for inspection by the members for 5 years after a director's  
3881 election or the duration of the director's uninterrupted tenure,  
3882 whichever is longer. Failure to have such written certification  
3883 or educational certificate on file does not affect the validity  
3884 of any board action.

3885 e. Any challenge to the election process must be commenced  
3886 within 60 days after the election results are announced.

3887 13.5. Any Approval by unit owners called for by this  
3888 chapter or the applicable documents ~~declaration~~ or bylaws,  
3889 including, but not limited to, the approval requirement in s.

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3890 718.111(8), must be made at a duly noticed meeting of unit  
3891 owners and is subject to all requirements of this chapter or the  
3892 applicable ~~econdinium~~ documents relating to unit owner  
3893 decisionmaking, except that unit owners may take action by  
3894 written agreement, without meetings, on matters for which action  
3895 by written agreement without meetings is not expressly  
3896 prohibited ~~allowed~~ by the applicable bylaws or documents  
3897 ~~declaration~~ or any law that provides for such action.

3898 14.6. Unit owners may waive notice of specific meetings if  
3899 allowed by the applicable bylaws or declaration or any law.  
3900 Notice of meetings of the board ~~of administration~~, unit owner  
3901 meetings, ~~except unit owner meetings called to recall board~~  
3902 ~~members under paragraph (j)~~, and committee meetings may be given  
3903 by electronic transmission or hand delivery to unit owners  
3904 unless ~~who consent to receive~~ notice is requested by mail  
3905 ~~electronic transmission~~.

3906 15.7. ~~Unit owners have~~ The right to attend ~~participate in~~  
3907 meetings includes the right to speak at meetings of unit owners  
3908 with reference to all designated agenda items at the time the  
3909 item is addressed and before the item is voted on. ~~However,~~ The  
3910 association may adopt written reasonable rules governing the  
3911 frequency, duration, and manner of unit owner statements  
3912 ~~participation~~.

3913 16.8. A unit owner may audio or video ~~tape~~ record ~~or~~  
3914 ~~videotape~~ a meeting of the unit owners subject to reasonable  
3915 rules adopted by the division. A unit owner with a hearing or  
3916 vision disability may have an interpreter accompany him or her  
3917 if the assistance does not disrupt the meeting. A unit owner not  
3918 proficient in English may have an interpreter accompany him or

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3919 her if the translating does not disrupt the meeting.

3920 17.9. Unless otherwise provided in the bylaws, any vacancy  
3921 occurring on the board before the expiration of a term may be  
3922 filled by the affirmative vote of the majority of the remaining  
3923 directors, even if the remaining directors constitute less than  
3924 a quorum, or by the sole remaining director. In the alternative,  
3925 a board may hold an election to fill the vacancy, in which case  
3926 the election procedures must conform to the requirements of  
3927 subparagraph 9. ~~sub-subparagraph 4.a. unless the association~~  
3928 ~~governs 10 units or fewer and has opted out of the statutory~~  
3929 ~~election process, in which case the bylaws of the association~~  
3930 ~~control. Unless otherwise provided in the bylaws, A board member~~  
3931 appointed or elected under this section shall fill the vacancy  
3932 until the next election ~~for the unexpired term of the seat being~~  
3933 ~~filled.~~ Filling vacancies created by recall is governed by  
3934 paragraph (k) ~~(j)~~ and rules adopted by the division.

3935 18. Any rule or regulation of the association may be  
3936 overturned by vote of a majority of owners represented in person  
3937 or by proxy at a duly called meeting. Any rule or regulation  
3938 ratification or revocation must be added to the agenda of the  
3939 next owners' meeting by petition of at least 10 percent of the  
3940 voting interests. Any rule or regulation adopted by the board  
3941 shall be added to the agenda for the annual meeting for  
3942 ratification or revocation.

3943 19. Elections for members of the board of a master  
3944 association are exempt from the election procedures in this  
3945 paragraph if the members of the board are elected as  
3946 representatives of the common interest community exclusively by  
3947 the members of the common interest community they represent.

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3948 (e) Special meetings.—Special meetings must be held when  
3949 called by the board of directors or by at least 10 percent of  
3950 the total voting interests of the association, unless a  
3951 different percentage is stated in the governing documents.  
3952 Business conducted at a special meeting is limited to the  
3953 purposes described in the notice of the meeting.

3954 ~~10. This chapter does not limit the use of general or~~  
3955 ~~limited proxies, require the use of general or limited proxies,~~  
3956 ~~or require the use of a written ballot or voting machine for any~~  
3957 ~~agenda item or election at any meeting of a timeshare~~  
3958 ~~condominium association or nonresidential condominium~~  
3959 ~~association.~~

3960  
3961 ~~Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a., an~~  
3962 ~~association of 10 or fewer units may, by affirmative vote of a~~  
3963 ~~majority of the total voting interests, provide for different~~  
3964 ~~voting and election procedures in its bylaws, which may be by a~~  
3965 ~~proxy specifically delineating the different voting and election~~  
3966 ~~procedures. The different voting and election procedures may~~  
3967 ~~provide for elections to be conducted by limited or general~~  
3968 ~~proxy.~~

3969 (f)(e) Budget meeting.—

3970 1. Any meeting at which a proposed annual budget of an  
3971 association will be considered for adoption by the board or unit  
3972 owners shall be open to all unit owners. At least 14 days before  
3973 the ~~prior to~~ such a meeting, the board shall electronically  
3974 transmit to the unit owners, unless notice is requested by mail  
3975 or is hand delivered ~~deliver~~ to each unit owner, ~~mail to each~~  
3976 ~~unit owner~~ at the address last furnished to the association by

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3977 the unit owner, ~~or electronically transmit to the location~~  
3978 ~~furnished by the unit owner for that purpose~~ a notice of such  
3979 meeting and a copy of the proposed annual budget. The An officer  
3980 ~~or manager of the association, or other~~ person providing notice  
3981 of such meeting, shall execute an affidavit evidencing  
3982 compliance with such notice requirement, and such affidavit  
3983 shall be filed among the official records of the association.

3984 2.a. If a board adopts in any fiscal year an annual budget  
3985 that which requires an assessment ~~assessments~~ against unit  
3986 owners which is 15 ~~which exceed 115~~ percent or more than the  
3987 amount of assessments for the preceding fiscal year, the board  
3988 shall conduct a special meeting of the unit owners to consider a  
3989 substitute budget if the board receives, within 21 days after  
3990 adoption of the annual budget, a written request for a special  
3991 meeting from at least 10 percent of all voting interests with a  
3992 draft of the proposed substitute annual budget.

3993 a. The special meeting shall be conducted within 30 ~~60~~ days  
3994 after adoption of the annual budget and may not be rescheduled  
3995 if a quorum is not present. At least 14 days before the ~~prior to~~  
3996 ~~such~~ special meeting, the board shall electronically transmit to  
3997 the unit owners, unless notice is requested by mail or is hand  
3998 delivered ~~deliver~~ to each unit owner, ~~or mail to each unit owner~~  
3999 at the address last furnished to the association by the unit  
4000 owner, a notice of the meeting and a copy of the proposed  
4001 substitute annual budget. ~~The An officer or manager of the~~  
4002 ~~association, or other~~ person providing notice of such meeting  
4003 shall execute an affidavit evidencing compliance with this  
4004 notice requirement, and such affidavit shall be filed among the  
4005 official records of the association. Unit owners may consider

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4006 and adopt a substitute budget at the special meeting. A  
4007 substitute budget is adopted if approved by a majority of all  
4008 voting interests ~~unless the bylaws require adoption by a greater~~  
4009 ~~percentage of voting interests~~. If there is not a quorum at the  
4010 special meeting or a substitute budget is not adopted, the  
4011 annual budget previously adopted by the board shall take effect  
4012 as scheduled.

4013 b. Any determination of whether assessments exceed 115  
4014 percent of assessments for the prior fiscal year shall exclude  
4015 any ~~authorized~~ provision for reasonable reserves for deferred  
4016 maintenance ~~repair~~ or replacement of the common interest  
4017 community condominium property, anticipated expenses of the  
4018 association which the board does not expect to be incurred on a  
4019 regular or annual basis, and statutory expense requirements or  
4020 expenses over which the board has no control, ~~or assessments for~~  
4021 ~~betterments to the condominium property~~.

4022 c. If the developer controls the board, assessments shall  
4023 not exceed the 115 percent of assessments for the prior fiscal  
4024 year by more than 15 percent unless approved by a majority of  
4025 all voting interests other than the developer.

4026 (g) ~~(f)~~ *Annual budget.*—

4027 1. The proposed annual budget of estimated revenues and  
4028 expenses shall ~~must~~ be detailed and must show the amounts  
4029 budgeted by accounts and expense classifications, including, at  
4030 a minimum, ~~any applicable~~ expenses listed in s. 718.504(21). A  
4031 multi-common interest community ~~multicondominium~~ association  
4032 shall adopt a separate budget of common expenses for each common  
4033 interest community ~~condominium~~ the association operates and  
4034 shall adopt a separate budget of common expenses for the

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4035 association. In addition, if the association maintains limited  
4036 common elements with the cost to be shared only by those  
4037 entitled to use the limited common elements as provided for in  
4038 s. 718.113(1), the budget or a schedule attached to it must show  
4039 any amounts ~~the amount~~ budgeted for this maintenance. If, after  
4040 turnover of control of the association to the unit owners, any  
4041 of the expenses listed in s. 718.504(21) are not applicable,  
4042 they need not be listed.

4043 2.a. In addition to annual operating expenses, the budget  
4044 shall ~~must~~ include reserve accounts for capital expenditures and  
4045 deferred maintenance. These accounts shall ~~must~~ include, but are  
4046 not limited to, any item for which the full funding of, roof  
4047 replacement, building painting, and pavement resurfacing,  
4048 ~~regardless of the amount of deferred maintenance expense or~~  
4049 replacement cost would require a reserve contribution of more  
4050 than \$600 per year for any unit in the association, and any  
4051 ~~other item that has a deferred maintenance expense or~~  
4052 ~~replacement cost that exceeds \$10,000.~~

4053 b. The amount to be reserved shall ~~must~~ be computed using a  
4054 formula based upon estimated remaining useful life and estimated  
4055 replacement cost or deferred maintenance expense of each reserve  
4056 item. The total reserve contribution requirement may be  
4057 calculated by pooling, as determined by the division. The  
4058 association shall ~~may~~ adjust replacement reserve assessments  
4059 annually to take into account any changes in estimates or change  
4060 ~~extension~~ of the useful life of a reserve item ~~caused by~~  
4061 ~~deferred maintenance. This subsection does not apply to an~~  
4062 ~~adopted budget in which the members of an association have~~  
4063 ~~determined, by a majority vote at a duly called meeting of the~~

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4064 ~~association, to provide no reserves or less reserves than~~  
4065 ~~required by this subsection.~~

4066 ~~b. Before turnover of control of an association by a~~  
4067 ~~developer to unit owners other than a developer pursuant to s.~~  
4068 ~~718.301, the developer may vote the voting interests allocated~~  
4069 ~~to its units to waive the reserves or reduce the funding of~~  
4070 ~~reserves through the period expiring at the end of the second~~  
4071 ~~fiscal year after the fiscal year in which the certificate of a~~  
4072 ~~surveyor and mapper is recorded pursuant to s. 718.104(4)(e) or~~  
4073 ~~an instrument that transfers title to a unit in the condominium~~  
4074 ~~which is not accompanied by a recorded assignment of developer~~  
4075 ~~rights in favor of the grantee of such unit is recorded,~~  
4076 ~~whichever occurs first, after which time reserves may be waived~~  
4077 ~~or reduced only upon the vote of a majority of all nondeveloper~~  
4078 ~~voting interests voting in person or by limited proxy at a duly~~  
4079 ~~called meeting of the association. If a meeting of the unit~~  
4080 ~~owners has been called to determine whether to waive or reduce~~  
4081 ~~the funding of reserves and no such result is achieved or a~~  
4082 ~~quorum is not attained, the reserves included in the budget~~  
4083 ~~shall go into effect. After the turnover, the developer may vote~~  
4084 ~~its voting interest to waive or reduce the funding of reserves.~~

4085 ~~3. Reserve funds and any interest accruing thereon shall~~  
4086 ~~remain in the reserve account or accounts, and must ~~may~~ be used~~  
4087 ~~only for authorized reserve expenditures unless their use for~~  
4088 ~~other purposes is approved in advance by a majority vote at a~~  
4089 ~~duly called meeting of the association. Before turnover of~~  
4090 ~~control of an association by a developer to unit owners other~~  
4091 ~~than the developer pursuant to s. 718.301, the developer-~~  
4092 ~~controlled association may not ~~vote to~~ use reserves for purposes~~

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4093 other than those for which they were intended ~~without the~~  
4094 ~~approval of a majority of all nondeveloper voting interests,~~  
4095 ~~voting in person or by limited proxy at a duly called meeting of~~  
4096 ~~the association.~~

4097 4. The only voting interests ~~that are~~ eligible to vote on  
4098 questions that involve ~~waiving or reducing the funding of~~  
4099 ~~reserves, or~~ using existing reserve funds for purposes other  
4100 than purposes that ~~for which~~ the reserves were intended for, are  
4101 the voting interests of the units subject to assessment to fund  
4102 the reserves in question. Proxy questions relating to ~~waiving or~~  
4103 ~~reducing the funding of reserves or~~ using existing reserve funds  
4104 for purposes other than purposes for which the reserves were  
4105 intended must contain the following statement in capitalized,  
4106 bold letters in a font size larger than any other used on the  
4107 face of the proxy ballot: WAIVING OF RESERVES, IN WHOLE OR IN  
4108 PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES WILL ~~MAY~~  
4109 RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF ANTICIPATED  
4110 ~~UNANTICIPATED~~ SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.

4111 5. If the board fails to adopt an annual budget before the  
4112 beginning of the fiscal year, the previous year's budget shall  
4113 continue until a new budget is adopted. When a new budget is  
4114 adopted, it shall be retroactive to the beginning of the fiscal  
4115 year.

4116 (h) ~~(g)~~ Assessments.—The manner of collecting from the unit  
4117 owners their shares of the common expenses shall be stated in  
4118 the bylaws. Assessments shall be made against units not less  
4119 frequently than quarterly in an amount that ~~which~~ is not less  
4120 than that required to provide funds in advance for payment of  
4121 ~~all of the~~ anticipated current operating expenses and for all of

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4122 the unpaid operating expenses previously incurred. Nothing in  
4123 this paragraph shall preclude the right of an association to  
4124 accelerate assessments of an owner delinquent in payment of  
4125 common expenses. Accelerated assessments shall be due and  
4126 payable on the date the claim of lien is filed. Such accelerated  
4127 assessments shall include the amounts due for the remainder of  
4128 the budget year in which the claim of lien was filed and, if the  
4129 unit is foreclosed, shall not be forgiven as to the remaining  
4130 portion of the year if not paid.

4131 (i)-(h) Amendment of bylaws.-

4132 1. ~~The method by which the bylaws may be amended consistent~~  
4133 ~~with the provisions of this chapter shall be stated. If the~~  
4134 ~~bylaws fail to provide a method of amendment, The bylaws may be~~  
4135 ~~amended if the amendment is approved by the owners of a majority~~  
4136 ~~of the units present and voting at a duly called meeting of the~~  
4137 ~~common interest community not less than two-thirds of the voting~~  
4138 ~~interests.~~

4139 2. No bylaw shall be revised or amended by reference to its  
4140 title or number only. Proposals to amend existing bylaws shall  
4141 contain the full text of the bylaws to be amended; new words  
4142 shall be inserted in the text underlined, and words to be  
4143 deleted shall be lined through with hyphens. However, if the  
4144 proposed change is so extensive that this procedure would  
4145 hinder, rather than assist, the understanding of the proposed  
4146 amendment, it is not necessary to use underlining and hyphens as  
4147 indicators of words added or deleted, but, instead, a notation  
4148 must be inserted immediately preceding the proposed amendment in  
4149 substantially the following language: "Substantial rewording of  
4150 bylaw. See bylaw .... for present text."

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4151 3. Nonmaterial errors or omissions in the bylaw process  
4152 will not invalidate an otherwise properly promulgated amendment.

4153 ~~(j)(i) Transfer fees.~~ A No charge shall be made by the  
4154 ~~association or any body thereof~~ in connection with the sale,  
4155 mortgage, lease, sublease, or other transfer of a unit unless  
4156 the association is not required to approve such transfer ~~and a~~  
4157 ~~fee for such approval is provided for in the declaration,~~  
4158 ~~articles, or bylaws.~~

4159 1. Any such fee may be preset and may not, ~~but in no event~~  
4160 ~~may such fee exceed \$100. A per applicant other than~~  
4161 ~~husband/wife or parent/dependent child shall be,~~ which are  
4162 considered one applicant. However, if the lease or sublease is a  
4163 renewal of a lease or sublease with the same lessee or  
4164 sublessee, no charge shall be made.

4165 2. The foregoing Notwithstanding subparagraph 1., an  
4166 association may, unless prohibited by ~~if the documents authority~~  
4167 ~~to do so appears in the declaration~~ or bylaws, require that a  
4168 prospective lessee place a security deposit, in an amount not to  
4169 exceed the equivalent of 1 month's rent, into an escrow account  
4170 maintained by the association. The security deposit shall  
4171 protect against damages to the common elements or association  
4172 property. Claims for payment of interest, ~~claims~~ against the  
4173 deposit, refunds, and disputes under this paragraph shall be  
4174 handled in the same fashion as provided in part II of chapter  
4175 83.

4176 3. The lease must provide that the provisions of s. 718.303  
4177 apply to such lease, including the assignment of rent to the  
4178 association in the case of delinquency of assessments, and if  
4179 the provisions of s. 718.303 are not included in such lease,

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4180 such provisions shall be deemed included.

4181 (k)(j) Recall of board members. ~~Subject to s. 718.301, Any~~  
4182 member of the board of directors ~~administration~~ may be recalled  
4183 and removed from office with or without cause by ~~the vote or~~  
4184 agreement in writing by a majority of all the voting interests  
4185 on a form provided by the division. ~~A special meeting of the~~  
4186 ~~unit owners to recall a member or members of the board of~~  
4187 ~~administration may be called by 10 percent of the voting~~  
4188 ~~interests giving notice of the meeting as required for a meeting~~  
4189 ~~of unit owners, and the notice shall state the purpose of the~~  
4190 ~~meeting. Electronic transmission may not be used as a method of~~  
4191 ~~giving notice of a meeting called in whole or in part for this~~  
4192 ~~purpose.~~

4193 ~~1. If the recall is approved by a majority of all voting~~  
4194 ~~interests by a vote at a meeting, the recall will be effective~~  
4195 ~~as provided in this paragraph. The board shall duly notice and~~  
4196 ~~hold a board meeting within 5 full business days after the~~  
4197 ~~adjournment of the unit owner meeting to recall one or more~~  
4198 ~~board members. At the meeting, the board shall either certify~~  
4199 ~~the recall, in which case such member or members shall be~~  
4200 ~~recalled effective immediately and shall turn over to the board~~  
4201 ~~within 5 full business days any and all records and property of~~  
4202 ~~the association in their possession, or shall proceed as set~~  
4203 ~~forth in subparagraph 3.~~

4204 1.2. ~~The~~ If the proposed recall is by an agreement in  
4205 writing by a majority of all voting interests, ~~the agreement in~~  
4206 writing or a copy of the agreement thereof shall be served on  
4207 the association or community association manager by certified  
4208 mail or by personal service in the manner authorized by chapter

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4209 48 and the Florida Rules of Civil Procedure.

4210 2. The board of directors ~~administration~~ shall duly notice  
4211 and hold a meeting of the board within 5 full business days  
4212 after receipt of the agreement ~~in writing~~. At the meeting, the  
4213 board shall either certify the written agreement to recall a  
4214 member or members of the board, in which case such member or  
4215 members shall be recalled effective immediately and shall turn  
4216 over to the board within 5 full business days any and all  
4217 records and property of the association in their possession, or  
4218 proceed as described in subparagraph 3.

4219 3. If the board determines not to certify the written  
4220 agreement to recall a member or members of the board, ~~or does~~  
4221 ~~not certify the recall by a vote at a meeting~~, the board shall,  
4222 within 5 full business days after the meeting, file with the  
4223 division a petition for arbitration pursuant to the procedures  
4224 in s. 718.1255. For the purposes of this section, the unit  
4225 owners ~~who voted at the meeting or~~ who executed the agreement in  
4226 writing shall constitute one party under the petition for  
4227 arbitration. If the arbitrator certifies the recall as to any  
4228 member or members of the board, the recall will be effective  
4229 upon mailing of the final order of arbitration to the  
4230 association. If the association fails to comply with the order  
4231 of the arbitrator, the division may take action pursuant to s.  
4232 718.501. Any member or members so recalled shall deliver to the  
4233 board any and all records of the association in their possession  
4234 within 5 full business days after the effective date of the  
4235 recall.

4236 4. If the board fails to duly notice and hold a board  
4237 meeting within 5 full business days after service of an

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4238 agreement in writing ~~or within 5 full business days after the~~  
4239 ~~adjournment of the unit owner recall meeting,~~ the recall shall  
4240 be deemed effective and the board members so recalled shall  
4241 immediately turn over to the board any and all records and  
4242 property of the association.

4243 ~~5. If the board fails to duly notice and hold the required~~  
4244 ~~meeting or fails to file the required petition, the unit owner~~  
4245 ~~representative may file a petition pursuant to s. 718.1255~~  
4246 ~~challenging the board's failure to act. The petition must be~~  
4247 ~~filed within 60 days after the expiration of the applicable 5-~~  
4248 ~~full business day period. The review of a petition under this~~  
4249 ~~subparagraph is limited to the sufficiency of service on the~~  
4250 ~~board and the facial validity of the written agreement or~~  
4251 ~~ballots filed.~~

4252 5.6. If a vacancy occurs on the board as a result of a  
4253 recall or removal and less than a majority of the board members  
4254 are removed, the vacancy may be filled by persons specified on  
4255 the recall petition form. If the vacancies exceed the number of  
4256 replacement directors on the recall form, the vacancy may be  
4257 filled by the affirmative vote of a majority of the remaining  
4258 directors, notwithstanding any provision to the contrary  
4259 contained in this subsection. If vacancies occur on the board as  
4260 a result of a recall and a majority or more of the board members  
4261 are removed, the vacancies shall be filled in accordance with  
4262 procedural rules to be adopted by the division, which rules need  
4263 not be consistent with this subsection. The rules must provide  
4264 procedures governing the conduct of the recall election as well  
4265 as the operation of the association during the period after a  
4266 recall but before the recall election.

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4267       ~~6.7.~~ Any recalled director who fails to turn over  
4268 association records pursuant to this paragraph commits a  
4269 violation of s. 718.111(12)(d) and shall be fined by the  
4270 division ~~A board member who has been recalled may file a~~  
4271 ~~petition pursuant to s. 718.1255 challenging the validity of the~~  
4272 ~~recall. The petition must be filed within 60 days after the~~  
4273 ~~recall is deemed certified. The association and the unit owner~~  
4274 ~~representative shall be named as the respondents.~~

4275       ~~8.~~ ~~The division may not accept for filing a recall~~  
4276 ~~petition, whether filed pursuant to subparagraph 1.,~~  
4277 ~~subparagraph 2., subparagraph 5., or subparagraph 7. and~~  
4278 ~~regardless of whether the recall was certified, when there are~~  
4279 ~~60 or fewer days until the scheduled reelection of the board~~  
4280 ~~member sought to be recalled or when 60 or fewer days have~~  
4281 ~~elapsed since the election of the board member sought to be~~  
4282 ~~recalled.~~

4283       (1)(\*) Arbitration.—There shall be a provision for  
4284 mandatory nonbinding arbitration as provided for in s. 718.1255  
4285 for any residential common interest community condominium.

4286       (m)(1) Certificate of compliance.—A provision that a  
4287 certificate of compliance from a licensed electrical contractor,  
4288 ~~or~~ electrician, or engineer may be accepted by the association's  
4289 board as evidence of compliance of the common interest community  
4290 ~~condominium~~ units with the applicable fire and life safety code  
4291 must be included. Notwithstanding chapter 633 or of any other  
4292 code, statute, ordinance, administrative rule, or regulation, or  
4293 any interpretation of the foregoing, an association, residential  
4294 common interest community condominium, or unit owner is not  
4295 obligated to retrofit the common elements, association property,

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4296 or units of a residential common interest community ~~condominium~~  
4297 with a fire sprinkler system in a building that has been  
4298 certified for occupancy by the applicable governmental entity if  
4299 the unit owners have voted to forego such retrofitting by the  
4300 affirmative vote of a majority of all voting interests in the  
4301 affected common interest community ~~condominium~~. The local  
4302 authority having jurisdiction may not require completion of  
4303 retrofitting with a fire sprinkler system before January 1,  
4304 2020. By December 31, 2016, a residential common interest  
4305 community ~~condominium~~ association that is not in compliance with  
4306 the requirements for a fire sprinkler system and has not voted  
4307 to forego retrofitting of such a system must initiate an  
4308 application for a building permit for the required installation  
4309 with the local government having jurisdiction demonstrating that  
4310 the association will become compliant by December 31, 2019.

4311 1. A vote to forego retrofitting may be obtained by limited  
4312 proxy or by a ballot personally cast at a duly called membership  
4313 meeting, or by execution of a written consent by the member, and  
4314 is effective upon recording a certificate attesting to such vote  
4315 in the public records of the county where the common interest  
4316 community ~~condominium~~ is located. The association shall mail or  
4317 hand deliver to each unit owner written notice at least 14 days  
4318 before the membership meeting in which the vote to forego  
4319 retrofitting of the required fire sprinkler system is to take  
4320 place. Within 30 days after the association's opt-out vote,  
4321 notice of the results of the opt-out vote must be mailed or hand  
4322 delivered to all unit owners. Evidence of compliance with this  
4323 notice requirement shall ~~must~~ be made by an affidavit executed  
4324 by the person providing the notice and filed among the official

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4325 records of the association. After notice is provided to each  
4326 owner, a copy must be provided by the current owner to a new  
4327 owner before closing and shall be provided by a unit owner or  
4328 agent to a renter before signing a lease.

4329         2. If there has been a previous vote to forego  
4330 retrofitting, a vote to require retrofitting may be obtained at  
4331 a special meeting of the unit owners called by a petition of at  
4332 least 10 percent of the voting interests. Such a vote may only  
4333 be called once every 3 years. Notice shall be provided as  
4334 required for any regularly called meeting of the unit owners,  
4335 and must state the purpose of the meeting. Electronic  
4336 transmission may not be used to provide notice of a meeting  
4337 called in whole or in part for this purpose.

4338         3. As part of the information collected annually from  
4339 common interest communities ~~condominiums~~, the division shall  
4340 require common interest community ~~condominium~~ associations to  
4341 report the membership vote and recording of a certificate under  
4342 this subsection and, if retrofitting has been undertaken, the  
4343 per-unit cost of such work. The division shall annually report  
4344 to the Division of State Fire Marshal of the Department of  
4345 Financial Services the number of units ~~condominiums~~ that have  
4346 elected to forego retrofitting.

4347         4. Notwithstanding s. 553.509, a common interest community  
4348 ~~residential association~~ may not be obligated to, and may forego  
4349 the retrofitting of, any improvements required by s. 553.509(2)  
4350 upon an affirmative vote of a majority of the voting interests  
4351 in the affected common interest community ~~condominium~~.

4352         5. A notice of approval by the division of the opt-out  
4353 provision shall be posted in a conspicuous place adjacent to

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4354 each elevator door on the first floor of the building.

4355 (n)~~(m)~~ *Common elements; limited power to convey.*-

4356 ~~1. With respect to condominiums created on or after October~~  
4357 ~~1, 1994, the bylaws shall include a provision granting~~ The board  
4358 of directors may ~~association a limited power to~~ convey a portion  
4359 of the common elements to a condemning authority for the purpose  
4360 of providing utility easements, right-of-way expansion, or other  
4361 public purposes, whether negotiated or as a result of eminent  
4362 domain proceedings.

4363 ~~2. In any case where the bylaws are silent as to the~~  
4364 ~~association's power to convey common elements as described in~~  
4365 ~~subparagraph 1., the bylaws shall be deemed to include the~~  
4366 ~~provision described in subparagraph 1.~~

4367 (o)~~(n)~~ *Director or officer delinquencies.*-A director or  
4368 officer more than 90 days delinquent in the payment of any fee  
4369 or assessment ~~monetary obligation due the association~~ shall be  
4370 deemed to have abandoned the office, creating a vacancy in the  
4371 office to be filled according to law.

4372 (p)~~(o)~~ *Director or officer offenses.*-A director or officer  
4373 charged by information or indictment with a felony theft or  
4374 embezzlement offense involving the association's funds or  
4375 property must be removed from office, creating a vacancy in the  
4376 office to be filled according to law until the end of the period  
4377 of the suspension or the end of the director's term of office,  
4378 whichever occurs first. While such director or officer has such  
4379 criminal charge pending, he or she may not be appointed or  
4380 elected to a position as a director or officer. However, if the  
4381 charges are resolved without a finding of guilt, the director or  
4382 officer shall be reinstated for the remainder of his or her term

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4383 of office, if any.

4384 (q) Member responsibility.—In determining whether a member  
4385 of the board performed his or her duties pursuant to s.  
4386 718.111(1)(f), the division or commission may consider whether  
4387 the member of the board has:

4388 1. Acted outside the scope of the authority granted in the  
4389 governing documents;

4390 2. Acted for reasons of self-interest, gain, prejudice, or  
4391 revenge;

4392 3. Committed an act or omission that constitutes  
4393 incompetence, negligence, or gross negligence;

4394 4. Disclosed confidential information relating to a unit's  
4395 owner, a member of the executive board, or an officer, employee,  
4396 or authorized agent of the association unless the disclosure is  
4397 consented to by the person to whom the information relates,  
4398 except as otherwise required by law or court order;

4399 5. Impeded or otherwise interfered with an investigation of  
4400 the division by:

4401 a. Failing to comply with a request by the division to  
4402 provide information or documents;

4403 b. Supplying false or misleading information to an  
4404 investigator, auditor, or any other officer or agent of the  
4405 division; or

4406 c. Concealing any facts or documents relating to the  
4407 business of the association;

4408 6. Kept informed of laws, regulations, and developments  
4409 relating to common interest communities;

4410 7. Cooperated with the division in resolving complaints  
4411 filed with the division; and

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- 4412       8. Caused the association to:
- 4413       a. Comply with all applicable federal, state, and local
- 4414 laws and regulations and the governing documents of the
- 4415 association;
- 4416       b. Uniformly enforce the governing documents of the
- 4417 association;
- 4418       c. Hold meetings of the board with such frequency as to
- 4419 properly and efficiently address the affairs of the association;
- 4420       d. Obtain, when practicable, at least three bids from
- 4421 reputable service providers who possess the proper licensing
- 4422 before purchasing any service for use by the association;
- 4423       e. Consult with appropriate professionals as necessary
- 4424 before making any major decision affecting the association or
- 4425 the common elements;
- 4426       f. Deposit all funds of the association for investment in
- 4427 government securities that are backed by the full faith and
- 4428 credit of the United States or in a financial institution, only
- 4429 if such funds do not exceed the institution's insured amount,
- 4430 whose accounts are insured by the Federal Deposit Insurance
- 4431 Corporation, the National Credit Union Share Insurance Fund, or
- 4432 the Securities Investor Protection Corporation;
- 4433       g. Maintain current, accurate, and properly documented
- 4434 financial records;
- 4435       h. Establish policies and procedures for the disclosure of
- 4436 potential conflicts of interest and the appropriate manner by
- 4437 which to resolve such conflicts;
- 4438       i. Establish policies and procedures that are designed to
- 4439 provide reasonable assurances in the reliability of financial
- 4440 reporting, including, without limitation, proper maintenance of

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4441 accounting records, documentation of the authorization for  
4442 receipts and disbursements, verification of the integrity of the  
4443 data used in making business decisions, facilitation of fraud  
4444 detection and prevention, and compliance with the applicable  
4445 laws and regulations governing financial records;

4446 j. Prepare interim and annual financial statements that  
4447 will allow the division, the board, the unit owners, and an  
4448 accountant or auditor to determine whether the financial  
4449 position of the association is fairly presented in accordance  
4450 with good business practices;

4451 k. Make the financial records of the association available  
4452 for inspection by the division in accordance with the applicable  
4453 laws and regulations of the state;

4454 l. Cooperate with the division in resolving complaints  
4455 filed with the division; and

4456 m. Adopt and fairly enforce the collection policies and  
4457 operating policies of the association.

4458 (3) OPTIONAL PROVISIONS.—The bylaws as originally recorded  
4459 or as amended under the procedures provided therein may provide  
4460 for the following:

4461 (a) A method of adopting and amending administrative rules  
4462 and regulations governing the details of the operation and use  
4463 of the common elements which may not be implemented before  
4464 publication and disbursement of such method to all members and  
4465 residents.

4466 (b) Restrictions on and requirements for the use,  
4467 maintenance, and appearance of the units and the use of the  
4468 common elements.

4469 (c) Provisions for giving notice ~~by electronic transmission~~

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4470 in a manner authorized by law of meetings of the board of  
 4471 directors and committees and of annual and special meetings of  
 4472 the members.

4473 (d) Other provisions ~~which are~~ not inconsistent with this  
 4474 chapter or with the documents ~~declaration~~, as may be desired.

4475 Section 59. Section 718.1124, Florida Statutes, is amended  
 4476 to read:

4477 718.1124 Failure to fill vacancies on board of  
 4478 administration sufficient to constitute a quorum; appointment of  
 4479 receiver upon petition of unit owner.-

4480 (1) If an association fails to fill vacancies on the board  
 4481 of administration sufficient to constitute a quorum in  
 4482 accordance with the bylaws, any unit owner may give notice of  
 4483 his or her intent to apply to the circuit court within whose  
 4484 jurisdiction the common interest community ~~condominium~~ lies for  
 4485 the appointment of a receiver to manage the affairs of the  
 4486 association. The form of the notice shall be as follows:

4487  
 4488 NOTICE OF INTENT TO  
 4489 APPLY FOR RECEIVERSHIP

4490  
 4491 YOU ARE HEREBY NOTIFIED that the undersigned owner of  
 4492 a common interest community ~~condominium~~ unit in  
 4493 ... (name of common interest community ~~condominium~~) ...  
 4494 intends to file a petition in the circuit court for  
 4495 appointment of a receiver to manage the affairs of the  
 4496 association on the grounds that the association has  
 4497 failed to fill vacancies on the board of  
 4498 administration sufficient to constitute a quorum. This

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4499 petition will not be filed if the vacancies are filled  
4500 within 30 days after the date on which this notice was  
4501 sent or posted, whichever is later. If a receiver is  
4502 appointed, the receiver shall have all of the powers  
4503 of the board and shall be entitled to receive a salary  
4504 and reimbursement of all costs and attorney ~~attorney's~~  
4505 fees payable from association funds.

4506

4507 ... (name and address of petitioning unit owner) ...

4508

4509 (2) The notice required by subsection (1) must be provided  
4510 by the unit owner to the association by certified mail or  
4511 personal delivery, must be posted in a conspicuous place on the  
4512 common interest community ~~condominium~~ property, and must be  
4513 provided by the unit owner to every other unit owner of the  
4514 association by certified mail or personal delivery. The notice  
4515 must be posted and mailed, electronically transmitted, or hand  
4516 delivered at least 30 days before ~~prior to~~ the filing of a  
4517 petition seeking receivership. Notice by mail to a unit owner  
4518 shall be sent to the address used by the county property  
4519 appraiser for notice to the unit owner, except that where a unit  
4520 owner's address is not publicly available the notice shall be  
4521 mailed to the unit.

4522 (3) If the association fails to fill the vacancies within  
4523 30 days after the notice required by subsection (1) is posted  
4524 and mailed or delivered, the unit owner may proceed with the  
4525 petition.

4526 (4) If a receiver is appointed, all unit owners shall be  
4527 given written notice of such appointment as provided in s.

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4528 718.127.

4529 (5) The association shall be responsible for the salary of  
4530 the receiver, court costs, and attorney ~~attorney's~~ fees. The  
4531 receiver shall have all powers and duties of a duly constituted  
4532 board of administration and shall serve until the association  
4533 fills vacancies on the board sufficient to constitute a quorum  
4534 and the court relieves the receiver of the appointment.

4535 Section 60. Section 718.113, Florida Statutes, is amended  
4536 to read:

4537 718.113 Maintenance; limitation upon improvement; display  
4538 of flag; hurricane ~~shutters and~~ protection; display of spiritual  
4539 ~~religious~~ decorations; access ramps; decals; xeriscape; mold.-

4540 (1) Maintenance of the common elements is the  
4541 responsibility of the association. The documents ~~declaration~~ may  
4542 provide that certain limited common elements shall be maintained  
4543 by those entitled to use the limited common elements or that the  
4544 association shall provide the maintenance, either as a common  
4545 expense or with the cost shared only by those entitled to use  
4546 the limited common elements. If the maintenance is to be by the  
4547 association at the expense of only those entitled to use the  
4548 limited common elements, the documents ~~declaration~~ shall  
4549 describe in detail the method of apportioning such costs among  
4550 those entitled to use the limited common elements, and the  
4551 association may use the provisions of s. 718.116 to enforce  
4552 payment of the shares of such costs by the unit owners entitled  
4553 to use the limited common elements.

4554 (2) ~~(a)~~ Except as otherwise provided in this section, there  
4555 shall be no material alteration or substantial additions to the  
4556 common elements or to real property that is association

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4557 property, common interest community property, or multi-common  
4558 interest community property except in a manner provided in an  
4559 amendment to the documents ~~which is association property, except~~  
4560 ~~in a manner provided in the declaration as originally recorded~~  
4561 ~~or as amended under the procedures provided therein. If the~~  
4562 ~~declaration as originally recorded or as amended under the~~  
4563 ~~procedures provided therein does not specify the procedure for~~  
4564 ~~approval of material alterations or substantial additions, 75~~  
4565 ~~percent of the total voting interests of the association must~~  
4566 ~~approve the alterations or additions. This paragraph is intended~~  
4567 ~~to clarify existing law and applies to associations existing on~~  
4568 ~~October 1, 2008.~~

4569 ~~(b) There shall not be any material alteration of, or~~  
4570 ~~substantial addition to, the common elements of any condominium~~  
4571 ~~operated by a multicondominium association unless approved in~~  
4572 ~~the manner provided in the declaration of the affected~~  
4573 ~~condominium or condominiums as originally recorded or as amended~~  
4574 ~~under the procedures provided therein. If a declaration as~~  
4575 ~~originally recorded or as amended under the procedures provided~~  
4576 ~~therein does not specify a procedure for approving such an~~  
4577 ~~alteration or addition, the approval of 75 percent of the total~~  
4578 ~~voting interests of each affected condominium is required. This~~  
4579 ~~subsection does not prohibit a provision in any declaration,~~  
4580 ~~articles of incorporation, or bylaws as originally recorded or~~  
4581 ~~as amended under the procedures provided therein requiring the~~  
4582 ~~approval of unit owners in any condominium operated by the same~~  
4583 ~~association or requiring board approval before a material~~  
4584 ~~alteration or substantial addition to the common elements is~~  
4585 ~~permitted. This paragraph is intended to clarify existing law~~

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4586 ~~and applies to associations existing on the effective date of~~  
4587 ~~this act.~~

4588 ~~(c) There shall not be any material alteration or~~  
4589 ~~substantial addition made to association real property operated~~  
4590 ~~by a multicondominium association, except as provided in the~~  
4591 ~~declaration, articles of incorporation, or bylaws as originally~~  
4592 ~~recorded or as amended under the procedures provided therein. If~~  
4593 ~~the declaration, articles of incorporation, or bylaws as~~  
4594 ~~originally recorded or as amended under the procedures provided~~  
4595 ~~therein do not specify the procedure for approving an alteration~~  
4596 ~~or addition to association real property, the approval of 75~~  
4597 ~~percent of the total voting interests of the association is~~  
4598 ~~required. This paragraph is intended to clarify existing law and~~  
4599 ~~applies to associations existing on the effective date of this~~  
4600 ~~act.~~

4601 (3) A unit owner shall not do anything within his or her  
4602 unit or on the common elements which would adversely affect the  
4603 safety or soundness of the common elements or any portion of the  
4604 association property or common interest community condominium  
4605 property which is to be maintained by the association.

4606 (4) Any unit owner may display one portable, removable  
4607 United States flag in a respectful way and, on Armed Forces Day,  
4608 Memorial Day, Flag Day, Independence Day, and Veterans Day, may  
4609 display in a respectful way portable, removable official flags,  
4610 not larger than 4 1/2 feet by 6 feet, that represent the United  
4611 States Army, Navy, Air Force, Marine Corps, or Coast Guard,  
4612 regardless of any declaration rules or requirements dealing with  
4613 flags or decorations. The flag must be equal in size or smaller  
4614 than the United States flag. An owner may erect a freestanding

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4615 flagpole on property not owned or maintained by the common  
4616 interest community which is no more than 20 feet high on any  
4617 portion of his or her real property if the flagpole does not  
4618 obstruct sightlines at intersections and is not erected within  
4619 or upon an easement. If a flagpole is installed on property  
4620 maintained by the association, reasonable accommodations shall  
4621 be adopted to allow display of the flag.

4622 (5) Each board ~~of administration~~ of a residential common  
4623 interest community condominium shall adopt building opening  
4624 hurricane protection shutter specifications for each building  
4625 within each common interest community condominium operated by  
4626 the association which shall include color, style, and other  
4627 factors deemed relevant by the board. All specifications adopted  
4628 by the board must comply with or exceed the applicable building  
4629 code.

4630 (a) The board may, subject to s. 718.3026 and the approval  
4631 of a majority of voting interests of the residential common  
4632 interest community condominium, install building opening  
4633 ~~hurricane shutters, impact glass, code-compliant windows or~~  
4634 ~~doors, or other types of code-compliant hurricane protection~~  
4635 that complies ~~comply~~ with or exceeds ~~exceed~~ the applicable  
4636 building code. However, a vote of the owners is not required if  
4637 the maintenance, repair, and replacement of building opening  
4638 ~~hurricane shutters, impact glass, code-compliant windows or~~  
4639 ~~doors, or other types of code-compliant hurricane protection~~ is  
4640 ~~are~~ the responsibility of the association pursuant to the  
4641 declaration of common interest community condominium. If  
4642 hurricane protection or laminated glass or window film  
4643 architecturally designed to function as hurricane protection

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4644 that complies with or exceeds the current applicable building  
4645 code has been previously installed, the board may not install  
4646 additional hurricane ~~shutters, impact glass, code-compliant~~  
4647 ~~windows or doors, or other types of code-compliant~~ hurricane  
4648 protection except upon approval by a majority vote of the owners  
4649 at a duly called meeting ~~voting interests.~~

4650 (b) The association is responsible for the maintenance,  
4651 repair, and replacement of the building opening hurricane  
4652 ~~shutters, impact glass, code-compliant windows or doors, or~~  
4653 ~~other types of code-compliant~~ hurricane protection authorized by  
4654 this subsection if such protection ~~property~~ is the  
4655 responsibility of the association pursuant to the documents  
4656 ~~declaration of condominium~~. If the building opening hurricane  
4657 ~~shutters, impact glass, code-compliant windows or doors, or~~  
4658 ~~other types of code-compliant~~ hurricane protection authorized by  
4659 this subsection ~~are~~ the responsibility of the unit owners  
4660 pursuant to the documents ~~declaration of condominium~~, the  
4661 maintenance, repair, and replacement of such items are the  
4662 responsibility of the unit owner.

4663 (c) The board may operate ~~shutters, impact glass, code-~~  
4664 ~~compliant windows or doors, or other types of code-compliant~~  
4665 ~~hurricane protection~~ installed pursuant to this subsection  
4666 without permission of the unit owners ~~only~~ if such operation is  
4667 necessary to preserve and protect the common interest community  
4668 ~~condominium~~ property and association property. The installation,  
4669 replacement, operation, repair, and maintenance of such  
4670 ~~shutters, impact glass, code-compliant windows or doors, or~~  
4671 ~~other types of code-compliant hurricane protection~~ in accordance  
4672 with the procedures set forth in this paragraph are not a

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4673 material alteration to the common elements or association  
4674 property within the meaning of this section.

4675 (d) Notwithstanding any other provision in the residential  
4676 common interest community condominium documents, if approval is  
4677 required by the documents, a board may not refuse to approve the  
4678 installation or replacement of hurricane shutters, ~~impact glass,~~  
4679 ~~code-compliant windows or doors, or other types of code-~~  
4680 ~~compliant hurricane protection~~ by a unit owner conforming to the  
4681 specifications adopted by the board.

4682 (e) A prohibition of use of hurricane shutters may not be  
4683 enforced by the association unless the association also accepts  
4684 the responsibility to install or operate such shutters at the  
4685 time of a hurricane warning to protect the property.

4686 (6) An association may not refuse the request of a unit  
4687 owner for a reasonable accommodation for the attachment on the  
4688 mantel or frame of the door of the unit owner of a spiritual  
4689 ~~religious~~ object not to exceed 3 inches wide, 6 inches high, and  
4690 1.5 inches deep.

4691 (7) Notwithstanding the provisions of this section or the  
4692 governing documents of a common interest community condominium  
4693 or a multi-common interest community multicondominium  
4694 association, the board ~~of administration~~ may, without any  
4695 requirement for approval of the unit owners, install upon or  
4696 within the common elements or association property solar  
4697 collectors, ~~clotheslines,~~ or other energy-efficient devices  
4698 based on renewable resources for the benefit of the unit owners.

4699 (8) (a) Any parcel owner may construct an access ramp if a  
4700 resident or occupant of the parcel has a medical necessity or  
4701 disability that requires a ramp for egress and ingress under the

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4702 following conditions:

4703 1. The ramp must be as unobtrusive as possible, be designed  
4704 to blend in as aesthetically as practicable, and be reasonably  
4705 sized to fit the intended use without obstructing ingress or  
4706 egress for any other person.

4707 2. Plans for the ramp must be submitted to the association  
4708 before it is installed and the association may make reasonable  
4709 requests to modify the design to achieve architectural  
4710 consistency with surrounding structures and surfaces.

4711 (b) The parcel owner must submit to the association an  
4712 affidavit from a physician attesting to the medical necessity or  
4713 disability of the resident or occupant of the parcel requiring  
4714 the access ramp. Certification used for s. 320.0848 shall be  
4715 sufficient to meet the affidavit requirement.

4716 (c) Costs for installation, removal, and renovation of the  
4717 property to its original condition are the responsibility of the  
4718 owner.

4719 (9) An owner may display a sign or window decal of  
4720 reasonable size provided by a contractor for security services  
4721 within 10 feet of any entrance to the home as long as it is not  
4722 on common interest community property.

4723 (10) An association may not restrict, prohibit, or limit  
4724 xeriscape; prohibit or limit the installation or use of drought-  
4725 tolerant vegetative landscapes; or require cultivated vegetation  
4726 to consist exclusively or primarily of turf grass on property  
4727 that is the responsibility of the unit owner to maintain. Any  
4728 such restriction is contrary to public policy and, therefore,  
4729 the section of the documents which includes such restriction  
4730 shall be unenforceable and not a material alteration to the

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4731 common elements or association property within the meaning of  
4732 this section.

4733 (11) An association responsible for landscape installation  
4734 and maintenance on common property may, by amending the  
4735 documents, provide for xeriscape and the use of drought-tolerant  
4736 vegetative landscapes. The association may replace cultivated  
4737 vegetation consisting exclusively or primarily of turf grass on  
4738 property that is the responsibility of the association to  
4739 maintain. Any such restriction is contrary to public policy and,  
4740 therefore, the section of the documents which includes such  
4741 restriction is unenforceable and not a material alteration to  
4742 the common elements or association property within the meaning  
4743 of this section.

4744 (12) (a) The prevention of mold and mildew in proximity to  
4745 the unit is the unit owner's responsibility through proper  
4746 inspection and maintenance of the unit.

4747 (b) The association is not responsible for the prevention  
4748 of mold and mildew or any damages, including, but not limited  
4749 to, any special or consequential damages, property damages,  
4750 personal injury, loss of income, emotional distress, death, loss  
4751 of use, loss of income, diminution or loss of value of the unit,  
4752 economic damages, or adverse health effects relating to, arising  
4753 from, or caused by mold and mildew accumulation regardless of  
4754 the cause of the mold or mildew.

4755 (c) A unit owner, by virtue of his or her acceptance of  
4756 title to the unit, and each other person having an interest in  
4757 or lien upon, or making any use of, any portion of the common  
4758 interest community property by virtue of accepting such interest  
4759 or making such uses is bound by this subsection and shall be

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4760 deemed to have automatically waived any and all claims,  
4761 obligations, demands, damages, causes of action, liabilities,  
4762 losses, and expenses, whether now known or hereafter known,  
4763 foreseen or unforeseen, that the unit owner has, or may have in  
4764 the future, in law or in equity arising out of, relating to, or  
4765 in any way connected with indoor air quality, moisture, or the  
4766 growth, release, discharge, dispersal, or presence of mold or  
4767 mildew or any chemical or toxin secreted therefrom.

4768 Section 61. Section 718.114, Florida Statutes, is amended  
4769 to read:

4770 718.114 Association powers.-

4771 (1) An association may enter into agreements to acquire  
4772 leaseholds, memberships, and other possessory or use interests  
4773 in lands or facilities such as country clubs, golf courses,  
4774 marinas, and other recreational facilities, regardless of  
4775 whether the lands or facilities are contiguous to the lands of  
4776 the common interest community ~~condominium~~, if such lands and  
4777 facilities are intended to provide enjoyment, recreation, or  
4778 other use or benefit to the unit owners.

4779 (2) All of these leaseholds, memberships, and other  
4780 possessory or use interests existing or created at the time of  
4781 recording the declaration must be stated and fully described in  
4782 the declaration.

4783 (3) Subsequent to the recording of the declaration,  
4784 agreements acquiring these leaseholds, memberships, or other  
4785 possessory or use interests ~~which are~~ not entered into within 12  
4786 months after ~~of the date of~~ the recording of documents ~~the~~  
4787 ~~certificate of a surveyor and mapper pursuant to s.~~  
4788 ~~718.104(4)(c) or the recording of an instrument that transfers~~

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4789 ~~title to a unit in the condominium which is not accompanied by a~~  
4790 ~~recorded assignment of developer rights in favor of the grantee~~  
4791 ~~of such unit, whichever occurs first,~~ are a material alteration  
4792 or substantial addition to the real property that is association  
4793 property, and the association may not acquire or enter into such  
4794 agreements except upon a vote of, or written consent by, a  
4795 majority of the total voting interests or as authorized by the  
4796 declaration as provided in s. 718.113.

4797       (4) The documents ~~declaration~~ may provide that the rental,  
4798 membership fees, operations, replacements, and other expenses  
4799 are common expenses and may impose covenants and restrictions  
4800 concerning their use and may contain other provisions not  
4801 inconsistent with this chapter.

4802       (5) Mandatory membership or other possessory or use rights  
4803 may only be enforced upon membership-owned facilities.

4804       (6) A common interest community ~~condominium association~~ may  
4805 conduct bingo games as provided in s. 849.0931.

4806       Section 62. Section 718.115, Florida Statutes, is amended  
4807 to read:

4808       718.115 Common expenses and common surplus.—

4809       ~~(1)(a)~~ Common expenses include the expenses of the  
4810 operation, maintenance, repair, replacement, or protection of  
4811 the common elements and association property, costs of carrying  
4812 out the responsibilities ~~powers~~ and duties of the association,  
4813 and any other expense, whether or not included in the foregoing,  
4814 designated as common expense by this chapter, the governing  
4815 documents ~~declaration~~, the documents creating the association,  
4816 or the bylaws.

4817       (1) Common expenses also include reasonable transportation

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4818 services, insurance for directors and officers, road maintenance  
4819 and operation expenses, in-house communications, and security  
4820 services, which are reasonably related to the general benefit of  
4821 the unit owners even if such expenses do not attach to the  
4822 common elements or property of the common interest community  
4823 ~~condominium~~.

4824 (2) However, such common expenses must either have been  
4825 services or items provided on or after the date control of the  
4826 association is transferred from the developer to the unit owners  
4827 or must be services or items provided for in the common interest  
4828 community ~~condominium~~ documents or bylaws.

4829 (3) Unless the manner of payment or allocation of expenses  
4830 is otherwise addressed in the documents ~~declaration of~~  
4831 ~~condominium~~, the expenses of any items or services required by  
4832 any federal, state, or local governmental entity to be  
4833 installed, maintained, or supplied to the common interest  
4834 community ~~condominium~~ property by the association, including,  
4835 but not limited to, firesafety equipment or water and sewer  
4836 service where a master meter serves the common interest  
4837 community ~~condominium~~, shall be common expenses as provided in  
4838 subsection (4), regardless of whether ~~or not~~ such items or  
4839 services are specifically identified as common expenses in the  
4840 documents ~~declaration of condominium~~, articles of incorporation,  
4841 or bylaws of the association.

4842 (4) In a common interest community where water service is  
4843 provided through a master meter serving the common interest  
4844 community, if the board determines water usage per unit,  
4845 compared to similar common interest communities with individual  
4846 meters, is excessive, individual meters may be installed at the

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4847 common interest community. The installation of meters may be by  
4848 the utility company serving the common interest community or  
4849 sub-meters may be installed by the common interest community and  
4850 the common interest community shall bill each unit at least  
4851 quarterly for the usage based on the actual cost per gallon of  
4852 water and sewer service billed by the utility. Such meters may  
4853 not be considered material alterations or a change in the  
4854 allocation of common expenses.

4855 (5) The common expenses of a common interest community  
4856 within a multi-common interest community are the common expenses  
4857 directly attributable to the operation of that common interest  
4858 community.

4859 ~~(b) The common expenses of a condominium within a~~  
4860 ~~multicondominium are the common expenses directly attributable~~  
4861 ~~to the operation of that condominium. The common expenses of the~~  
4862 ~~a multicondominium association do not include the common~~  
4863 ~~expenses directly attributable to the operation of any specific~~  
4864 ~~multi-common interest community, common interest community, or~~  
4865 ~~common interest communities within the multi-common interest~~  
4866 ~~community condominium or condominiums within the~~  
4867 ~~multicondominium. This paragraph is intended to clarify existing~~  
4868 ~~law and applies to associations existing on the effective date~~  
4869 ~~of this act.~~

4870 (6)(e) The common expenses of a multi-common interest  
4871 community multicondominium association may include categories of  
4872 expenses related to the property or common elements within a  
4873 specific common interest community condominium in the multi-  
4874 common interest community multicondominium if such property or  
4875 common elements are areas in which all members of the multi-

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4876 common interest community ~~multicondominium~~ association have use  
4877 rights or from which all members receive tangible economic  
4878 benefits. Such common expenses of the association shall be  
4879 identified in the documents ~~declaration~~ or bylaws as originally  
4880 recorded or as amended under the procedures provided therein of  
4881 each common interest community ~~condominium~~ within the multi-  
4882 common interest community ~~multicondominium~~ association. ~~This~~  
4883 ~~paragraph is intended to clarify existing law and applies to~~  
4884 ~~associations existing on the effective date of this act.~~

4885 (7)(d) If provided in the documents ~~declaration~~, the cost  
4886 of a master antenna system ~~communications services as defined in~~  
4887 ~~chapter 202, information services,~~ or duly franchised cable  
4888 service ~~Internet services~~ obtained pursuant to a bulk contract  
4889 is a common expense. If the documents ~~do~~ ~~declaration does~~ not  
4890 provide for the cost of a master antenna system or duly  
4891 franchised cable service obtained under a bulk contract ~~such~~  
4892 ~~services~~ as a common expense, the board may enter into such a  
4893 contract, and the cost of the service will be a common expense  
4894 ~~but~~. ~~The cost for the services under a bulk rate contract may be~~  
4895 allocated on a per-unit basis rather than a percentage basis if  
4896 the documents ~~provide~~ ~~declaration provides~~ for other than an  
4897 equal sharing of common expenses, and any contract entered into  
4898 before July 1, 2016 ~~1998~~, in which the cost of the service is  
4899 not equally divided among all unit owners, may be changed by  
4900 vote of a majority of the voting interests present at a regular  
4901 or special meeting of the association, to allocate the cost  
4902 equally among all units. The contract shall ~~must~~ be for a term  
4903 of at least 2 years.

4904 (a)1. Any contract made by the board on or after July 1,

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4905 2016 ~~1998~~, for a community antenna system or duly franchised  
4906 cable service may be canceled by a majority of the voting  
4907 interests present at the next regular or special meeting of the  
4908 association. The question shall be included on the limited proxy  
4909 for the meeting and a copy of the contract shall be included  
4910 with the information for the meeting. If the question ~~Any member~~  
4911 ~~may make a motion to cancel the contract, but if no motion is~~  
4912 ~~made or if such motion~~ fails to obtain the required majority at  
4913 the next regular or special meeting, whichever occurs first,  
4914 following the making of the contract, such contract shall be  
4915 deemed ratified for the term therein expressed.

4916 (b)2. Any such contract shall ~~must~~ provide, and is deemed  
4917 to provide if not expressly set forth, that any hearing-impaired  
4918 or legally blind unit owner who does not occupy the unit with a  
4919 non-hearing-impaired or sighted person, or any unit owner  
4920 receiving supplemental security income under Title XVI of the  
4921 Social Security Act or food stamps ~~assistance~~ as administered by  
4922 the Department of Children and Families pursuant to s. 414.31,  
4923 may discontinue the cable or video service without incurring  
4924 disconnect fees, penalties, or subsequent service charges, and,  
4925 as to such units, the owners are not required to pay any common  
4926 expenses charge related to such service and that amount shall be  
4927 deducted from the amount of the payment required to be made to  
4928 the service provider. ~~If fewer than all members of an~~  
4929 ~~association share the expenses of cable or video service, the~~  
4930 ~~expense shall be shared equally by all participating unit~~  
4931 ~~owners.~~ The association may use the provisions of s. 718.116 to  
4932 enforce payment of the shares of such costs by the unit owners  
4933 receiving cable ~~or video~~ service. If a unit owner is in default

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4934 of payment of regular assessments for more than 60 days, the  
4935 service provider, upon request by the association, shall  
4936 terminate the service to the unit without charge to the  
4937 association and adjust the payment due to the service provider  
4938 to remove the relevant charge. Any charge to reconnect services  
4939 shall be at the expense of the unit owner.

4940 (8)(e) The expense of installation, replacement, operation,  
4941 repair, and maintenance of building opening ~~hurricane shutters,~~  
4942 ~~impact glass, code-compliant windows or doors, or other types of~~  
4943 ~~code-compliant~~ hurricane protection by the board pursuant to s.  
4944 718.113(5) constitutes a common expense and shall be collected  
4945 as provided in this section if the association is responsible  
4946 for the maintenance, repair, and replacement of the building  
4947 opening ~~hurricane shutters, impact glass, code-compliant windows~~  
4948 ~~or doors, or other types of code-compliant~~ hurricane protection  
4949 pursuant to the documents of the common interest community  
4950 ~~declaration of condominium.~~

4951 (a) However, if the maintenance, repair, and replacement of  
4952 the hurricane protection is ~~shutters, impact glass, code-~~  
4953 ~~compliant windows or doors, or other types of code-compliant~~  
4954 ~~hurricane protection~~ are the responsibility of the unit owners  
4955 pursuant to the documents of the common interest community  
4956 ~~declaration of condominium,~~ the cost of the installation of the  
4957 hurricane ~~shutters, impact glass, code-compliant windows or~~  
4958 ~~doors, or other types of code-compliant~~ hurricane protection is  
4959 not a common expense and shall be charged individually to the  
4960 unit owners based on the cost of installation of the hurricane  
4961 ~~shutters, impact glass, code-compliant windows or doors, or~~  
4962 ~~other types of code-compliant~~ hurricane protection appurtenant

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4963 to the unit.

4964 (b) Notwithstanding s. 718.116(10) ~~718.116(9)~~, and  
4965 regardless of whether ~~or not~~ the documents require declaration  
4966 ~~requires~~ the association or unit owners to maintain, repair, or  
4967 replace hurricane ~~shutters, impact glass, code-compliant windows~~  
4968 ~~or doors, or other types of code-compliant hurricane protection,~~  
4969 a unit owner who has previously installed hurricane protection  
4970 ~~shutters~~ in accordance with s. 718.113(5) ~~that comply with the~~  
4971 ~~current applicable building code~~ shall receive a credit ~~when the~~  
4972 ~~shutters are installed; a unit owner who has previously~~  
4973 ~~installed impact glass or code-compliant windows or doors that~~  
4974 ~~comply with the current applicable building code shall receive a~~  
4975 ~~credit when the impact glass or code-compliant windows or doors~~  
4976 ~~are installed; and a unit owner who has installed other types of~~  
4977 ~~code-compliant hurricane protection that comply with the current~~  
4978 ~~applicable building code shall receive a credit when the same~~  
4979 ~~type of other code-compliant hurricane protection is installed,~~  
4980 ~~and the credit shall be equal to the pro rata portion of the~~  
4981 ~~assessed installation cost assigned to each unit.~~

4982 (c) However, such unit owner remains responsible for the  
4983 pro rata share of expenses for hurricane ~~shutters, impact glass,~~  
4984 ~~code-compliant windows or doors, or other types of code-~~  
4985 ~~compliant hurricane protection~~ installed on common elements and  
4986 association property by the board pursuant to s. 718.113(5) and  
4987 remains responsible for a pro rata share of the expense of the  
4988 replacement, operation, repair, and maintenance of such  
4989 ~~shutters, impact glass, code-compliant windows or doors, or~~  
4990 ~~other types of code-compliant hurricane protection.~~

4991 (9) If common expenses are based on the size of the unit,

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4992 any other charges that are considered common expenses but are  
4993 not attributable to the size of the unit shall be allocated to  
4994 the units on a per-unit basis and not prorated by any regular or  
4995 special assessment allocation based on the unit's size. The  
4996 division shall by rule determine what expenses shall be included  
4997 under this subsection.

4998 ~~(f) Common expenses include the costs of insurance acquired~~  
4999 ~~by the association under the authority of s. 718.111(11),~~  
5000 ~~including costs and contingent expenses required to participate~~  
5001 ~~in a self-insurance fund authorized and approved pursuant to s.~~  
5002 ~~624.462.~~

5003 ~~(g) If any unpaid share of common expenses or assessments~~  
5004 ~~is extinguished by foreclosure of a superior lien or by a deed~~  
5005 ~~in lieu of foreclosure thereof, the unpaid share of common~~  
5006 ~~expenses or assessments are common expenses collectible from all~~  
5007 ~~the unit owners in the condominium in which the unit is located.~~

5008 ~~(10)(2)~~ Except as otherwise provided by this chapter, funds  
5009 for payment of the common expenses of a common interest  
5010 community condominium shall be collected by assessments against  
5011 the units in that common interest community condominium in the  
5012 proportions or percentages provided in that common interest  
5013 community's documents condominium's declaration. In a  
5014 ~~residential condominium, or mixed-use condominium created after~~  
5015 ~~January 1, 1996,~~ Each unit's share of the common expenses of the  
5016 common interest community condominium and common surplus of the  
5017 common interest community condominium shall be the same as the  
5018 unit's appurtenant ownership interest in the common elements.

5019 ~~(3) Common surplus is owned by unit owners in the same~~  
5020 ~~shares as their ownership interest in the common elements.~~

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5021 ~~(11)(4)~~(a) Funds for payment of the common expenses of a  
 5022 common interest community condominium within a multi-common  
 5023 interest community multicondominium shall be collected as  
 5024 provided in subsection ~~(10)(2)~~. Common expenses of a multi-  
 5025 common interest community multicondominium association shall be  
 5026 funded by assessments against all unit owners in the association  
 5027 in the proportion or percentage set forth in the declaration or  
 5028 documents as required by s. 718.104(6)(1), 718.104(4)(h) or s.  
 5029 718.110(12), or subsections (1) and (2), as applicable.

5030 (b) In a multi-common interest community multicondominium  
 5031 association, the total common surplus owned by a unit owner  
 5032 consists of that owner's share of the common surplus of the  
 5033 association plus that owner's share of the common surplus of the  
 5034 common interest community condominium in which the owner's unit  
 5035 is located, in the proportion or percentage set forth in the  
 5036 declaration or documents as required by s. 718.104(6)(1),  
 5037 718.104(4)(h) or s. 718.110(12), or subsections (1) and (2), as  
 5038 applicable.

5039 Section 63. Section 718.116, Florida Statutes, is amended  
 5040 to read:

5041 718.116 Assessments; liability; lien and priority;  
 5042 interest; collection.-

5043 (1)(a) A unit owner, regardless of how ~~his or her~~ title has  
 5044 been acquired, including by purchase at a foreclosure sale or by  
 5045 deed in lieu of foreclosure, is liable for all assessments that  
 5046 ~~which~~ come due during ownership ~~while he or she is the unit~~  
 5047 ~~owner~~. Additionally, a unit owner is jointly and severally  
 5048 liable with the previous owner for all unpaid assessments and  
 5049 costs that came due up to the time of transfer of title. This

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5050 liability is without prejudice to any right the owner may have  
5051 to recover from the previous owner the amounts paid by the  
5052 owner. For the purposes of this paragraph, the term "previous  
5053 owner" does not include an association that acquires title to a  
5054 delinquent property through foreclosure or by deed in lieu of  
5055 foreclosure. A present unit owner's liability for unpaid  
5056 assessments is limited to any unpaid assessments that accrued  
5057 before the association acquired title to the delinquent property  
5058 through foreclosure or by deed in lieu of foreclosure.

5059 (b)1. The person acquiring title shall pay the amount owed  
5060 to the association within 30 days after transfer of title.  
5061 Failure to pay the full amount when due entitles the association  
5062 to record a claim of lien and proceed in the same manner as  
5063 provided in this section for the collection of unpaid  
5064 assessments.

5065 (c) Notwithstanding the provisions of chapter 48, the  
5066 association is a proper party to intervene in any foreclosure  
5067 proceeding to seek equitable relief. ~~liability of a first~~  
5068 ~~mortgagee or its successor or assignees who acquire title to a~~  
5069 ~~unit by foreclosure or by deed in lieu of foreclosure for the~~  
5070 ~~unpaid assessments that became due before the mortgagee's~~  
5071 ~~acquisition of title is limited to the lesser of:~~

5072 ~~a. The unit's unpaid common expenses and regular periodic~~  
5073 ~~assessments which accrued or came due during the 12 months~~  
5074 ~~immediately preceding the acquisition of title and for which~~  
5075 ~~payment in full has not been received by the association; or~~

5076 ~~b. One percent of the original mortgage debt. The~~  
5077 ~~provisions of this paragraph apply only if the first mortgagee~~  
5078 ~~joined the association as a defendant in the foreclosure action.~~

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5079 ~~Joinder of the association is not required if, on the date the~~  
5080 ~~complaint is filed, the association was dissolved or did not~~  
5081 ~~maintain an office or agent for service of process at a location~~  
5082 ~~which was known to or reasonably discoverable by the mortgagee.~~

5083 (2)2. An association, or its successor or assignee, that  
5084 acquires title to a unit through the foreclosure of its lien for  
5085 assessments is not liable for any unpaid assessments, late fees,  
5086 interest, or reasonable attorney ~~attorney's~~ fees and costs that  
5087 came due before the association's acquisition of title in favor  
5088 of any other association, as defined in s. 718.103(2) ~~or s.~~  
5089 ~~720.301(9)~~, which holds a superior lien interest on the unit.  
5090 This subsection ~~subparagraph~~ is intended to clarify existing  
5091 law.

5092 ~~(c) The person acquiring title shall pay the amount owed to~~  
5093 ~~the association within 30 days after transfer of title. Failure~~  
5094 ~~to pay the full amount when due shall entitle the association to~~  
5095 ~~record a claim of lien against the parcel and proceed in the~~  
5096 ~~same manner as provided in this section for the collection of~~  
5097 ~~unpaid assessments.~~

5098 ~~(d) With respect to each timeshare unit, each owner of a~~  
5099 ~~timeshare estate therein is jointly and severally liable for the~~  
5100 ~~payment of all assessments and other charges levied against or~~  
5101 ~~with respect to that unit pursuant to the declaration or bylaws,~~  
5102 ~~except to the extent that the declaration or bylaws may provide~~  
5103 ~~to the contrary.~~

5104 ~~(e) Notwithstanding the provisions of paragraph (b), a~~  
5105 ~~first mortgagee or its successor or assignees who acquire title~~  
5106 ~~to a condominium unit as a result of the foreclosure of the~~  
5107 ~~mortgage or by deed in lieu of foreclosure of the mortgage shall~~

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5108 ~~be exempt from liability for all unpaid assessments attributable~~  
5109 ~~to the parcel or chargeable to the previous owner which came due~~  
5110 ~~prior to acquisition of title if the first mortgage was recorded~~  
5111 ~~prior to April 1, 1992. If, however, the first mortgage was~~  
5112 ~~recorded on or after April 1, 1992, or on the date the mortgage~~  
5113 ~~was recorded, the declaration included language incorporating by~~  
5114 ~~reference future amendments to this chapter, the provisions of~~  
5115 ~~paragraph (b) shall apply.~~

5116 ~~(f) The provisions of this subsection are intended to~~  
5117 ~~clarify existing law, and shall not be available in any case~~  
5118 ~~where the unpaid assessments sought to be recovered by the~~  
5119 ~~association are secured by a lien recorded prior to the~~  
5120 ~~recording of the mortgage. Notwithstanding the provisions of~~  
5121 ~~chapter 48, the association shall be a proper party to intervene~~  
5122 ~~in any foreclosure proceeding to seek equitable relief.~~

5123 ~~(g) For purposes of this subsection, the term "successor or~~  
5124 ~~assignee" as used with respect to a first mortgagee includes~~  
5125 ~~only a subsequent holder of the first mortgage.~~

5126 ~~(3)(2)~~ The liability for assessments may not be avoided by  
5127 waiver of the use or enjoyment of any common element or by  
5128 abandonment of the unit for which the assessments are made.

5129 ~~(4)(3)~~ Assessments and installments on assessments which  
5130 are not paid when due bear interest at the rate provided in the  
5131 documents declaration, from the due date until paid. The rate  
5132 may not exceed the rate allowed by law, and, if no rate is  
5133 provided in the documents declaration, interest accrues at the  
5134 rate of 18 percent per year. If not prohibited ~~provided~~ by the  
5135 documents declaration or bylaws, the association may, ~~in~~  
5136 ~~addition to such interest,~~ charge an administrative late fee in

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5137 addition to such interest in an amount not to exceed ~~of up to~~  
5138 the greater of \$25 or 5 percent of each ~~delinquent~~ installment  
5139 when for which the payment is late. Any payment received by an  
5140 association must be applied first to any interest accrued by the  
5141 association, then to any administrative late fee, then to any  
5142 costs and reasonable costs for collection services for which the  
5143 association has contracted against the unit owner, then to  
5144 reasonable attorney fees incurred in collection, and then to the  
5145 delinquent assessment. The foregoing is applicable  
5146 notwithstanding s. 673.3111, any purported accord and  
5147 satisfaction, or any restrictive endorsement, designation, or  
5148 instruction placed on or accompanying a payment. The preceding  
5149 sentence is intended to clarify existing law. A late fee is not  
5150 subject to chapter 687 or s. 718.303(4).

5151 (5)~~(4)~~ If the association is authorized by the declaration  
5152 or bylaws to approve or disapprove a proposed lease of a unit,  
5153 the grounds for disapproval may include, but are not limited to,  
5154 a unit owner being delinquent in the payment of an assessment at  
5155 the time approval is sought.

5156 (6)~~(5)~~~~(a)~~ The association has a lien on each common  
5157 interest community ~~condominium~~ parcel to secure the payment of  
5158 assessments. Except as otherwise provided in subsection (1) and  
5159 as set forth below, the lien is effective from and shall relate  
5160 back to the recording of the original documents ~~declaration of~~  
5161 ~~condominium~~, or, in the case of lien on a parcel located in a  
5162 phase common interest community ~~condominium~~, the last to occur  
5163 of the recording of the original documents ~~declaration~~ or  
5164 amendment thereto creating the parcel. ~~However, as to first~~  
5165 ~~mortgages of record, the lien is effective from and after~~

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5166 ~~recording of a claim of lien in the public records of the county~~  
5167 ~~in which the condominium parcel is located. Nothing in this~~  
5168 ~~subsection shall be construed to bestow upon any lien, mortgage,~~  
5169 ~~or certified judgment of record on April 1, 1992, including the~~  
5170 ~~lien for unpaid assessments created herein, a priority which, by~~  
5171 ~~law, the lien, mortgage, or judgment did not have before that~~  
5172 ~~date.~~

5173 (a) ~~(b)~~ To be valid, a claim of lien must state the  
5174 description of the common interest community ~~condominium~~ parcel,  
5175 the name of the record owner, the name and address of the  
5176 association, the amount due, and the due dates. It must be  
5177 executed and acknowledged by an officer or authorized agent of  
5178 the association. The lien is not effective 1 year after the  
5179 claim of lien was recorded unless, within that time, an action  
5180 to enforce the lien is commenced. The 1-year period is  
5181 automatically extended for any length of time during which the  
5182 association is prevented from filing a foreclosure action by an  
5183 automatic stay resulting from a bankruptcy petition filed by the  
5184 parcel owner or any other person claiming an interest in the  
5185 parcel. The claim of lien secures all unpaid assessments that  
5186 are due and that may accrue after the claim of lien is recorded  
5187 and before ~~through~~ the entry of a certificate of title final  
5188 ~~judgment~~, as well as interest, administrative late fees, and all  
5189 reasonable costs and attorney fees incurred by the association  
5190 incident to the collection process. Upon payment in full, the  
5191 person making the payment is entitled to a satisfaction of the  
5192 lien.

5193 (b) ~~(c)~~ By recording a notice of contest of lien ~~in~~  
5194 ~~substantially the following form~~, a unit owner or the unit

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5195 owner's agent or attorney may require the association to enforce  
 5196 a recorded claim of lien against his or her common interest  
 5197 community condominium parcel.÷

5198 ~~NOTICE OF CONTEST OF LIEN~~

5199 ~~TO: ... (Name and address of association) ... You are~~  
 5200 ~~notified that the undersigned contests the claim of lien filed~~  
 5201 ~~by you on ....., ... (year) ..., and recorded in Official Records~~  
 5202 ~~Book .... at Page ....., of the public records of .... County,~~  
 5203 ~~Florida, and that the time within which you may file suit to~~  
 5204 ~~enforce your lien is limited to 90 days from the date of service~~  
 5205 ~~of this notice. Executed this .... day of ....., ... (year) ....~~

5206 ~~Signed: ... (Owner or Attorney) ...~~

5207 After notice of contest of lien has been recorded, the clerk of  
 5208 the circuit court shall mail a copy of the recorded notice to  
 5209 the association by certified mail, return receipt requested, at  
 5210 the address shown in the claim of lien or most recent amendment  
 5211 to it and shall certify to the service on the face of the  
 5212 notice. Service is complete upon mailing. After service, the  
 5213 association has 90 days in which to file an action to enforce  
 5214 the lien; and, if the action is not filed within the 90-day  
 5215 period, the lien is void. However, the 90-day period shall be  
 5216 extended for any length of time during which the association is  
 5217 prevented from filing its action because of an automatic stay  
 5218 resulting from the filing of a bankruptcy petition by the unit  
 5219 owner or by any other person claiming an interest in the parcel.

5220 (c) (d) A release of lien must be filed within 10 days after  
 5221 the final payment. ~~in substantially the following form:~~

5222 ~~RELEASE OF LIEN~~

5223 ~~The undersigned lienor, in consideration of the final payment in~~

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5224 ~~the amount of \$...., hereby waives and releases its lien and~~  
 5225 ~~right to claim a lien for unpaid assessments through ....,~~  
 5226 ~~...(year)..., recorded in the Official Records Book .... at Page~~  
 5227 ~~...., of the public records of .... County, Florida, for the~~  
 5228 ~~following described real property:~~

5229 ~~UNIT NO. .... OF ... (NAME OF CONDOMINIUM)..., A CONDOMINIUM AS~~  
 5230 ~~SET FORTH IN THE DECLARATION OF CONDOMINIUM AND THE EXHIBITS~~  
 5231 ~~ANNEXED THERETO AND FORMING A PART THEREOF, RECORDED IN OFFICIAL~~  
 5232 ~~RECORDS BOOK ...., PAGE ...., OF THE PUBLIC RECORDS OF ....~~  
 5233 ~~COUNTY, FLORIDA. THE ABOVE DESCRIPTION INCLUDES, BUT IS NOT~~  
 5234 ~~LIMITED TO, ALL APPURTENANCES TO THE CONDOMINIUM UNIT ABOVE~~  
 5235 ~~DESCRIBED, INCLUDING THE UNDIVIDED INTEREST IN THE COMMON~~  
 5236 ~~ELEMENTS OF SAID CONDOMINIUM.~~

5237 ~~...(Signature of Authorized Agent)... ..(Signature of~~  
 5238 ~~Witness)...~~

5239 ~~...(Print Name)... ..(Print Name)...~~  
 5240 ~~.....(Signature of Witness)...~~

5241 ~~.....(Print Name)...~~

5242 ~~Sworn to (or affirmed) and subscribed before me this .... day of~~  
 5243 ~~...., ...(year)..., by ...(name of person making statement)....~~  
 5244 ~~...(Signature of Notary Public)...~~

5245 ~~...(Print, type, or stamp commissioned name of Notary Public)...~~

5246 ~~Personally Known.... OR Produced.... as identification.~~

5247 (7)(6)(a) The association may bring an action in its name  
 5248 to foreclose a lien for assessments in the manner a mortgage of  
 5249 real property is foreclosed and may also bring an action to  
 5250 recover a money judgment, including in county court or small  
 5251 claims court, for the unpaid assessments without waiving any  
 5252 claim of lien. Any money judgment obtained shall continue to

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5253 increase based on any additional assessments, fees, or costs  
 5254 reasonably expended or coming due until such judgment is paid in  
 5255 full. The association is entitled to recover its reasonable  
 5256 attorney ~~attorney's~~ fees incurred in either a lien foreclosure  
 5257 action or an action to recover a money judgment for unpaid  
 5258 assessments.

5259 (a) ~~(b)~~ No foreclosure judgment may be entered until at  
 5260 least 30 days after the association gives written notice to the  
 5261 unit owner of its intention to foreclose its lien to collect the  
 5262 unpaid assessments. ~~The notice must be in substantially the~~  
 5263 ~~following form:~~

5264 ~~DELINQUENT ASSESSMENT~~

5265 ~~This letter is to inform you a Claim of Lien has been filed~~  
 5266 ~~against your property because you have not paid the ... (type of~~  
 5267 ~~assessment) ... assessment to ... (name of association) ... The~~  
 5268 ~~association intends to foreclose the lien and collect the unpaid~~  
 5269 ~~amount within 30 days of this letter being provided to you.~~  
 5270 ~~You owe the interest accruing from ... (month/year) ... to the~~  
 5271 ~~present. As of the date of this letter, the total amount due~~  
 5272 ~~with interest is \$..... All costs of any action and interest~~  
 5273 ~~from this day forward will also be charged to your account.~~  
 5274 ~~Any questions concerning this matter should be directed to~~  
 5275 ~~... (insert name, addresses, and telephone numbers of association~~  
 5276 ~~representative).....~~

5277 If this notice is not given at least 30 days before the  
 5278 foreclosure action is filed, and if the unpaid assessments,  
 5279 including those coming due after the claim of lien is recorded,  
 5280 are paid before the entry of a final judgment of foreclosure,  
 5281 the association shall not recover attorney ~~attorney's~~ fees or

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5282 costs. The notice must be given by delivery of a copy of it to  
5283 the unit owner or by certified or registered mail, return  
5284 receipt requested, addressed to the unit owner at his or her  
5285 last known address; and, upon such mailing, the notice shall be  
5286 deemed to have been given, and the court shall proceed with the  
5287 foreclosure action and may award attorney ~~attorney's~~ fees and  
5288 costs as permitted by law. The notice requirements of this  
5289 subsection are satisfied if the unit owner records a notice of  
5290 contest of lien as provided in subsection (6) ~~(5)~~. The notice  
5291 requirements of this subsection do not apply if an action to  
5292 foreclose a mortgage on the common interest community  
5293 ~~condominium~~ unit is pending before any court; if the rights of  
5294 the association would be affected by such foreclosure; and if  
5295 actual, constructive, or substitute service of process has been  
5296 made on the unit owner.

5297 (b) ~~(e)~~ If the unit owner remains in possession of the unit  
5298 after a foreclosure judgment has been entered, the court, in its  
5299 discretion, may require the unit owner to pay a reasonable  
5300 rental for the unit. If the unit is rented or leased during the  
5301 pendency of the foreclosure action, the association is entitled  
5302 to the appointment of a receiver to collect the rent. The  
5303 expenses of the receiver shall be paid by the party that ~~which~~  
5304 does not prevail in the foreclosure action.

5305 (c) ~~(d)~~ The association may ~~has the power to~~ purchase the  
5306 common interest community ~~condominium~~ parcel at the foreclosure  
5307 sale and to hold, lease, mortgage, or convey it.

5308 (8) ~~(7)~~ A ~~first~~ mortgagee acquiring title to a common  
5309 interest community ~~condominium~~ parcel as a result of  
5310 foreclosure, or a deed in lieu of foreclosure, may not, during

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5311 the period of its ownership of such parcel, whether or not such  
5312 parcel is unoccupied, be excused from the payment of some or all  
5313 of the common expenses coming due during the period of such  
5314 ownership. It is the public policy of the state to prohibit the  
5315 inclusion or enforcement of superiority of lien clauses in  
5316 mortgage contracts or declarations for common interest  
5317 communities and, therefore, such clauses are void. This  
5318 subsection applies retroactively and is remedial in nature.

5319 (9)~~(8)~~ Within 15 days after receiving a written request  
5320 ~~therefor~~ from a unit owner or his or her designee, or a unit  
5321 mortgagee or his or her designee, the association or its agent  
5322 shall provide a certificate signed by an officer or agent of the  
5323 association stating all assessments and other moneys owed to the  
5324 association by the unit owner with respect to the common  
5325 interest community condominium parcel.

5326 (a) Any person other than the owner who relies upon such  
5327 certificate shall be protected thereby.

5328 (b) A summary proceeding pursuant to s. 51.011 may be  
5329 brought to compel compliance with this subsection, and in any  
5330 such action the prevailing party is entitled to recover  
5331 reasonable attorney ~~attorney's~~ fees.

5332 (c) Notwithstanding any limitation on transfer fees  
5333 contained in s. 718.112(2)(j) ~~718.112(2)(i)~~, the association or  
5334 its authorized agent may charge a reasonable fee or the cost of  
5335 attorney fees incurred for the preparation of the certificate.  
5336 The amount of the fee must be included on the certificate.

5337 (d) The authority to charge a fee for the certificate shall  
5338 be established by a written resolution adopted by the board or  
5339 provided by a written management, bookkeeping, or retainer

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5340 agreement ~~maintenance contract~~ and is payable upon the  
 5341 preparation of the certificate. If the certificate is requested  
 5342 in conjunction with the sale or mortgage of a unit, the contract  
 5343 or mortgage application must state that the fee is not  
 5344 refundable ~~but the closing does not occur and no later than 30~~  
 5345 ~~days after the closing date for which the certificate was sought~~  
 5346 ~~the preparer receives a written request, accompanied by~~  
 5347 ~~reasonable documentation, that the sale did not occur from a~~  
 5348 ~~payor that is not the unit owner, the fee shall be refunded to~~  
 5349 ~~that payor within 30 days after receipt of the request. The~~  
 5350 ~~refund is the obligation of the unit owner, and the association~~  
 5351 ~~may collect it from that owner in the same manner as an~~  
 5352 ~~assessment as provided in this section.~~

5353 (10)~~(9)~~(a) A unit owner may not be excused from payment of  
 5354 the unit owner's share of common expenses unless all other unit  
 5355 owners are likewise proportionately excluded from payment,  
 5356 except as provided in subsection (1) and in the following cases:

5357 1. If authorized by the documents ~~declaration~~, a developer  
 5358 who is offering units for sale may elect to be excused from  
 5359 payment of assessments against those unsold units for a stated  
 5360 period of time after the documents are ~~declaration is~~ recorded.  
 5361 However, the developer must pay common expenses incurred during  
 5362 the ~~such~~ period which exceed regular periodic assessments  
 5363 against other unit owners in the same common interest community  
 5364 ~~condominium~~. The stated period must terminate no later than the  
 5365 first day of the fourth calendar month following the month in  
 5366 which the first closing occurs of a purchase contract for a unit  
 5367 in that common interest community ~~condominium~~. If a developer-  
 5368 controlled association has maintained ~~all~~ insurance coverage

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5369 required by s. 718.111(11)(a), common expenses incurred during  
5370 the stated period resulting from a natural disaster or an act of  
5371 God occurring during the stated period, which are not covered by  
5372 proceeds from insurance maintained by the association, may be  
5373 assessed against all unit owners owning units on the date of  
5374 such natural disaster or act of God, and their respective  
5375 successors and assigns, including the developer with respect to  
5376 units owned by the developer. In the event of such an  
5377 assessment, all units shall be assessed in accordance with s.  
5378 718.115(10) ~~718.115(2)~~.

5379       2. A developer who owns common interest community  
5380 ~~condominium~~ units, and who is offering the units for sale, may  
5381 be excused from payment of assessments against those unsold  
5382 units for the period of time the developer has guaranteed to all  
5383 buyers ~~purchasers~~ or other unit owners in the same common  
5384 interest community ~~condominium~~ that assessments will not exceed  
5385 a stated dollar amount and that the developer will pay any  
5386 common expenses that exceed the guaranteed amount. Such  
5387 guarantee may be stated in the purchase contract, documents  
5388 ~~declaration~~, prospectus, or written agreement between the  
5389 developer and a majority of the unit owners other than the  
5390 developer and may provide that, after the initial guarantee  
5391 period, the developer may extend the guarantee for one or more  
5392 stated periods. If a developer-controlled association has  
5393 maintained all insurance coverage required by s. 718.111(11)(a),  
5394 common expenses incurred during a guarantee period, as a result  
5395 of a natural disaster or an act of God occurring during the same  
5396 guarantee period, which are not covered by the proceeds from  
5397 such insurance, may be assessed against all unit owners owning

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5398 units on the date of such natural disaster or act of God, and  
5399 their successors and assigns, including the developer with  
5400 respect to units owned by the developer. Any such assessment  
5401 shall be in accordance with s. 718.115(10) or (11) ~~718.115(2) or~~  
5402 ~~(4)~~, as applicable.

5403 (b) If the purchase contract, documents ~~declaration~~,  
5404 prospectus, or written agreement between the developer and a  
5405 majority of unit owners other than the developer provides for  
5406 the developer to be excused from payment of assessments under  
5407 paragraph (a), only regular periodic assessments for common  
5408 expenses as provided for in the documents ~~declaration~~ and  
5409 prospectus and disclosed in the estimated operating budget shall  
5410 be used for payment of common expenses during any period in  
5411 which the developer is excused. Accordingly, no funds that ~~which~~  
5412 are receivable from unit purchasers or unit owners and payable  
5413 to the association, including capital contributions or startup  
5414 funds collected from unit buyers ~~purchasers~~ at closing, may be  
5415 used for payment of such common expenses.

5416 (c) If a developer of a multi-common interest community  
5417 ~~multicondominium~~ is excused from payment of assessments under  
5418 paragraph (a), the developer's financial obligation to the  
5419 multi-common interest community ~~multicondominium~~ association  
5420 during any period in which the developer is excused from payment  
5421 of assessments is as follows:

5422 1. The developer shall pay the common expenses of a common  
5423 interest community ~~condominium~~ affected by a guarantee,  
5424 including the funding of reserves as provided in the adopted  
5425 annual budget of that common interest community ~~condominium~~,  
5426 which exceed the regular periodic assessments at the guaranteed

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5427 level against all other unit owners within that common interest  
5428 community condominium.

5429 2. The developer shall pay the common expenses of a multi-  
5430 common interest community multicondominium association,  
5431 including the funding of reserves as provided in the adopted  
5432 annual budget of the association, which are allocated to units  
5433 within a common interest community condominium affected by a  
5434 guarantee and which exceed the regular periodic assessments  
5435 against all other unit owners within that common interest  
5436 community condominium.

5437 ~~(11)~~ (10) The specific purpose or purposes of any special  
5438 assessment, including any contingent special assessment levied  
5439 in conjunction with the purchase of an insurance policy  
5440 authorized by s. 718.111(11), approved in accordance with the  
5441 common interest community condominium documents shall be set  
5442 forth in a written notice of such assessment sent or delivered  
5443 to each unit owner. The funds collected pursuant to a special  
5444 assessment shall be used only for the specific purpose or  
5445 purposes set forth in such notice. However, upon completion of  
5446 such specific purpose or purposes, any excess funds will be  
5447 considered common surplus, and may, at the discretion of the  
5448 board, either be returned to the unit owners or applied as a  
5449 credit toward future assessments.

5450 ~~(12)~~ (11) (a) If the unit is occupied by a tenant and the  
5451 unit owner is delinquent in paying any monetary obligation due  
5452 to the association, the association may make a written demand  
5453 that the tenant pay to the association the subsequent rental  
5454 payments and continue to make such payments until all monetary  
5455 obligations of the unit owner related to the unit have been paid

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5456 in full to the association. The tenant must pay the monetary  
5457 obligations to the association until the association releases  
5458 the tenant or the tenant discontinues tenancy in the unit.

5459 1. The association must provide the tenant a notice, by  
5460 hand delivery or United States mail, in substantially the  
5461 following form:

5462

5463 Pursuant to section 718.116(12) ~~718.116(11)~~,  
5464 Florida Statutes, the association demands that you pay  
5465 your rent directly to the common interest community  
5466 ~~condominium~~ association and continue doing so until  
5467 the association notifies you otherwise.

5468 Payment due the common interest community  
5469 ~~condominium~~ association may be in the same form as you  
5470 paid your landlord and must be sent by United States  
5471 mail or hand delivery to ...(full address)..., payable  
5472 to ...(name)....

5473 Your obligation to pay your rent to the  
5474 association begins immediately, unless you have  
5475 already paid rent to your landlord for the current  
5476 period before receiving this notice. In that case, you  
5477 must provide the association written proof of your  
5478 payment within 14 days after receiving this notice and  
5479 your obligation to pay rent to the association would  
5480 then begin with the next rental period.

5481 Pursuant to section 718.116(12) ~~718.116(11)~~,  
5482 Florida Statutes, your payment of rent to the  
5483 association gives you complete immunity from any claim  
5484 for the rent by your landlord for all amounts timely

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5485           paid to the association.

5486

5487           2. The association must mail written notice to the unit  
5488 owner of the association's demand that the tenant make payments  
5489 to the association.

5490           3. The association shall, upon request, provide the tenant  
5491 with written receipts for payments made.

5492           4. A tenant is immune from any claim by the landlord or  
5493 unit owner related to the rent timely paid to the association  
5494 after the association has made written demand.

5495           (b) If the tenant paid rent to the landlord or unit owner  
5496 for a given rental period before receiving the demand from the  
5497 association and provides written evidence to the association of  
5498 having paid the rent within 14 days after receiving the demand,  
5499 the tenant shall begin making rental payments to the association  
5500 for the following rental period and shall continue making rental  
5501 payments to the association to be credited against the monetary  
5502 obligations of the unit owner until the association releases the  
5503 tenant or the tenant discontinues tenancy in the unit.

5504           (c) The liability of the tenant may not exceed the amount  
5505 due from the tenant to the tenant's landlord. The tenant's  
5506 landlord shall provide the tenant a credit against rents due to  
5507 the landlord in the amount of moneys paid to the association.

5508           (d) The association may issue notice under s. 83.56 and sue  
5509 for eviction under ss. 83.59-83.625 as if the association were a  
5510 landlord under part II of chapter 83 if the tenant fails to pay  
5511 a required payment to the association after written demand has  
5512 been made to the tenant. However, the association is not  
5513 otherwise considered a landlord under chapter 83 and

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5514 specifically has no obligations under s. 83.51.

5515 (e) The tenant does not, by virtue of payment of monetary  
5516 obligations to the association, have any of the rights of a unit  
5517 owner to vote in any election or to examine the books and  
5518 records of the association.

5519 (f) A court may supersede the effect of this subsection by  
5520 appointing a receiver.

5521 Section 64. Section 718.117, Florida Statutes, is amended  
5522 to read:

5523 718.117 Termination of common interest community  
5524 ~~condominium~~.

5525 (1) LEGISLATIVE FINDINGS.—The Legislature finds that common  
5526 interest communities ~~condominiums~~ are created as authorized by  
5527 statute. In circumstances that may create economic waste, areas  
5528 of disrepair, or obsolescence of a common interest community  
5529 ~~condominium~~ property for its intended use and thereby lower  
5530 property tax values, the Legislature further finds that it is  
5531 the public policy of this state to provide by statute a method  
5532 to preserve the value of the property interests and the rights  
5533 of alienation thereof that owners have in the common interest  
5534 community ~~condominium~~ property before and after termination. The  
5535 Legislature further finds that it is contrary to the public  
5536 policy of this state to require the continued operation of a  
5537 common interest community ~~condominium~~ when to do so constitutes  
5538 economic waste or when the ability to do so is made impossible  
5539 by law or regulation. This section applies to all common  
5540 interest communities ~~condominiums~~ in this state in existence on  
5541 or after July 1, 2007.

5542 (2) TERMINATION BECAUSE OF ECONOMIC WASTE OR

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5543 IMPOSSIBILITY.—

5544 (a) Notwithstanding any provision in the declaration, the  
5545 common interest community ~~condominium~~ form of ownership of a  
5546 property may be terminated by a plan of termination approved by  
5547 the lesser of the lowest percentage of voting interests  
5548 necessary to amend the declaration or as otherwise provided in  
5549 the declaration for approval of termination if:

5550 1. The total estimated cost of construction or repairs  
5551 necessary to construct the intended improvements or restore the  
5552 improvements to their former condition or bring them into  
5553 compliance with applicable laws or regulations exceeds the  
5554 combined fair market value of the units in the common interest  
5555 community ~~condominium~~ after completion of the construction or  
5556 repairs; or

5557 2. It becomes impossible to operate or reconstruct a common  
5558 interest community ~~condominium~~ to its prior physical  
5559 configuration because of land use laws or regulations.

5560 (b) Notwithstanding paragraph (a), a common interest  
5561 community ~~condominium~~ in which 75 percent or more of the units  
5562 are timeshare units may be terminated only pursuant to a plan of  
5563 termination approved by 80 percent of the total voting interests  
5564 of the association and the holders of 80 percent of the original  
5565 principal amount of outstanding recorded mortgage liens of  
5566 timeshare estates in the common interest community ~~condominium~~,  
5567 unless the declaration provides for a lower voting percentage.

5568 (c) Notwithstanding paragraph (a), a common interest  
5569 community ~~condominium~~ that includes units and timeshare estates  
5570 where the improvements have been totally destroyed or demolished  
5571 may be terminated pursuant to a plan of termination proposed by

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5572 a unit owner upon the filing of a petition in court seeking  
5573 equitable relief. Within 10 days after the filing of a petition  
5574 as provided in this paragraph and in lieu of the requirements of  
5575 paragraph (14) (a) ~~(15) (a)~~, the petitioner shall record the  
5576 proposed plan of termination and mail a copy of the proposed  
5577 plan and a copy of the petition to:

5578 1. If the association has not been dissolved as a matter of  
5579 law, each member of the board of directors of the association  
5580 identified in the most recent annual report filed with the  
5581 Department of State and the registered agent of the association;

5582 2. The managing entity as defined in s. 721.05(22);

5583 3. Each unit owner and each timeshare estate owner at the  
5584 address reflected in the official records of the association,  
5585 or, if the association records cannot be obtained by the  
5586 petitioner, each unit owner and each timeshare estate owner at  
5587 the address listed in the office of the tax collector for tax  
5588 notices; and

5589 4. Each holder of a recorded mortgage lien affecting a unit  
5590 or timeshare estate at the address appearing on the recorded  
5591 mortgage or any recorded assignment thereof.

5592  
5593 The association, if it has not been dissolved as a matter of  
5594 law, acting as class representative, or the managing entity as  
5595 defined in s. 721.05(22), any unit owner, any timeshare estate  
5596 owner, or any holder of a recorded mortgage lien affecting a  
5597 unit or timeshare estate may intervene in the proceedings to  
5598 contest the proposed plan of termination brought pursuant to  
5599 this paragraph. The provisions of subsection (8) ~~(9)~~, to the  
5600 extent inconsistent with this paragraph, and subsection (15)

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5601 ~~(16)~~ are not applicable to a party contesting a plan of  
5602 termination under this paragraph. If no party intervenes to  
5603 contest the proposed plan within 45 days after the filing of the  
5604 petition, the petitioner may move the court to enter a final  
5605 judgment to authorize implementation of the plan of termination.  
5606 If a party timely intervenes to contest the proposed plan, the  
5607 plan may not be implemented until a final judgment has been  
5608 entered by the court finding that the proposed plan of  
5609 termination is fair and reasonable and authorizing  
5610 implementation of the plan.

5611 ~~(3) OPTIONAL TERMINATION. Except as provided in subsection~~  
5612 ~~(2) or unless the declaration provides for a lower percentage,~~  
5613 ~~the condominium form of ownership may be terminated for all or a~~  
5614 ~~portion of the condominium property pursuant to a plan of~~  
5615 ~~termination approved by at least 80 percent of the total voting~~  
5616 ~~interests of the condominium. If 10 percent or more of the total~~  
5617 ~~voting interests of the condominium have rejected the plan of~~  
5618 ~~termination by negative vote or by providing written objections,~~  
5619 ~~the plan of termination may not proceed.~~

5620 ~~(a) The termination of the condominium form of ownership is~~  
5621 ~~subject to the following conditions:~~

5622 ~~1. The total voting interests of the condominium must~~  
5623 ~~include all voting interests for the purpose of considering a~~  
5624 ~~plan of termination. A voting interest of the condominium may~~  
5625 ~~not be suspended for any reason when voting on termination~~  
5626 ~~pursuant to this subsection.~~

5627 ~~2. If 10 percent or more of the total voting interests of~~  
5628 ~~the condominium reject a plan of termination, a subsequent plan~~  
5629 ~~of termination pursuant to this subsection may not be considered~~

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5630 ~~for 18 months after the date of the rejection.~~

5631 ~~(b) This subsection does not apply to any condominium~~  
5632 ~~created pursuant to part VI of this chapter until 5 years after~~  
5633 ~~the recording of the declaration of condominium, unless there is~~  
5634 ~~no objection to the plan of termination.~~

5635 ~~(c) For purposes of this subsection, the term "bulk owner"~~  
5636 ~~means the single holder of such voting interests or an owner~~  
5637 ~~together with a related entity or entities that would be~~  
5638 ~~considered an insider, as defined in s. 726.102, holding such~~  
5639 ~~voting interests. If the condominium association is a~~  
5640 ~~residential association proposed for termination pursuant to~~  
5641 ~~this section and, at the time of recording the plan of~~  
5642 ~~termination, at least 80 percent of the total voting interests~~  
5643 ~~are owned by a bulk owner, the plan of termination is subject to~~  
5644 ~~the following conditions and limitations:~~

5645 ~~1. If the former condominium units are offered for lease to~~  
5646 ~~the public after the termination, each unit owner in occupancy~~  
5647 ~~immediately before the date of recording of the plan of~~  
5648 ~~termination may lease his or her former unit and remain in~~  
5649 ~~possession of the unit for 12 months after the effective date of~~  
5650 ~~the termination on the same terms as similar unit types within~~  
5651 ~~the property are being offered to the public. In order to obtain~~  
5652 ~~a lease and exercise the right to retain exclusive possession of~~  
5653 ~~the unit owner's former unit, the unit owner must make a written~~  
5654 ~~request to the termination trustee to rent the former unit~~  
5655 ~~within 90 days after the date the plan of termination is~~  
5656 ~~recorded. Any unit owner who fails to timely make such written~~  
5657 ~~request and sign a lease within 15 days after being presented~~  
5658 ~~with a lease is deemed to have waived his or her right to retain~~

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5659 ~~possession of his or her former unit and shall be required to~~  
5660 ~~vacate the former unit upon the effective date of the~~  
5661 ~~termination, unless otherwise provided in the plan of~~  
5662 ~~termination.~~

5663 ~~2. Any former unit owner whose unit was granted homestead~~  
5664 ~~exemption status by the applicable county property appraiser as~~  
5665 ~~of the date of the recording of the plan of termination shall be~~  
5666 ~~paid a relocation payment in an amount equal to 1 percent of the~~  
5667 ~~termination proceeds allocated to the owner's former unit. Any~~  
5668 ~~relocation payment payable under this subparagraph shall be paid~~  
5669 ~~by the single entity or related entities owning at least 80~~  
5670 ~~percent of the total voting interests. Such relocation payment~~  
5671 ~~shall be in addition to the termination proceeds for such~~  
5672 ~~owner's former unit and shall be paid no later than 10 days~~  
5673 ~~after the former unit owner vacates his or her former unit.~~

5674 ~~3. For their respective units, all unit owners other than~~  
5675 ~~the bulk owner must be compensated at least 100 percent of the~~  
5676 ~~fair market value of their units. The fair market value shall be~~  
5677 ~~determined as of a date that is no earlier than 90 days before~~  
5678 ~~the date that the plan of termination is recorded and shall be~~  
5679 ~~determined by an independent appraiser selected by the~~  
5680 ~~termination trustee. For an original purchaser from the~~  
5681 ~~developer who rejects the plan of termination and whose unit was~~  
5682 ~~granted homestead exemption status by the applicable county~~  
5683 ~~property appraiser, or was an owner-occupied operating business,~~  
5684 ~~as of the date that the plan of termination is recorded and who~~  
5685 ~~is current in payment of both assessments and other monetary~~  
5686 ~~obligations to the association and any mortgage encumbering the~~  
5687 ~~unit as of the date the plan of termination is recorded, the~~

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5688 ~~fair market value for the unit owner rejecting the plan shall be~~  
5689 ~~at least the original purchase price paid for the unit. For~~  
5690 ~~purposes of this subparagraph, the term "fair market value"~~  
5691 ~~means the price of a unit that a seller is willing to accept and~~  
5692 ~~a buyer is willing to pay on the open market in an arms-length~~  
5693 ~~transaction based on similar units sold in other condominiums,~~  
5694 ~~including units sold in bulk purchases but excluding units sold~~  
5695 ~~at wholesale or distressed prices. The purchase price of units~~  
5696 ~~acquired in bulk following a bankruptcy or foreclosure shall not~~  
5697 ~~be considered for purposes of determining fair market value.~~

5698 ~~4. The plan of termination must provide for payment of a~~  
5699 ~~first mortgage encumbering a unit to the extent necessary to~~  
5700 ~~satisfy the lien, but the payment may not exceed the unit's~~  
5701 ~~share of the proceeds of termination under the plan. If the unit~~  
5702 ~~owner is current in payment of both assessments and other~~  
5703 ~~monetary obligations to the association and any mortgage~~  
5704 ~~encumbering the unit as of the date the plan of termination is~~  
5705 ~~recorded, the receipt by the holder of the unit's share of the~~  
5706 ~~proceeds of termination under the plan or the outstanding~~  
5707 ~~balance of the mortgage, whichever is less, shall be deemed to~~  
5708 ~~have satisfied the first mortgage in full.~~

5709 ~~5. Before a plan of termination is presented to the unit~~  
5710 ~~owners for consideration pursuant to this paragraph, the plan~~  
5711 ~~must include the following written disclosures in a sworn~~  
5712 ~~statement:~~

5713 ~~a. The identity of any person or entity that owns or~~  
5714 ~~controls 50 percent or more of the units in the condominium and,~~  
5715 ~~if the units are owned by an artificial entity or entities, a~~  
5716 ~~disclosure of the natural person or persons who, directly or~~

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5717 ~~indirectly, manage or control the entity or entities and the~~  
5718 ~~natural person or persons who, directly or indirectly, own or~~  
5719 ~~control 20 percent or more of the artificial entity or entities~~  
5720 ~~that constitute the bulk owner.~~

5721 ~~b. The units acquired by any bulk owner, the date each unit~~  
5722 ~~was acquired, and the total amount of compensation paid to each~~  
5723 ~~prior unit owner by the bulk owner, regardless of whether~~  
5724 ~~attributed to the purchase price of the unit.~~

5725 ~~e. The relationship of any board member to the bulk owner~~  
5726 ~~or any person or entity affiliated with the bulk owner subject~~  
5727 ~~to disclosure pursuant to this subparagraph.~~

5728 ~~(d) If the members of the board of administration are~~  
5729 ~~elected by the bulk owner, unit owners other than the bulk owner~~  
5730 ~~may elect at least one-third of the members of the board of~~  
5731 ~~administration before the approval of any plan of termination.~~

5732 ~~(3)-(4) EXEMPTION.~~-A plan of termination is not an amendment  
5733 subject to s. 718.110(4). In a partial termination, a plan of  
5734 termination is not an amendment subject to s. 718.110(4) if the  
5735 ownership share of the common elements of a surviving unit in  
5736 the common interest community ~~condominium~~ remains in the same  
5737 proportion to the surviving units as it was before the partial  
5738 termination.

5739 ~~(4)-(5) MORTGAGE LIENHOLDERS.~~-Notwithstanding any provision  
5740 to the contrary in the declaration or this chapter, approval of  
5741 a plan of termination by the holder of a recorded mortgage lien  
5742 affecting a common interest community ~~condominium~~ parcel in  
5743 which fewer than 75 percent of the units are timeshare units is  
5744 not required unless the plan of termination will result in less  
5745 than the full satisfaction of the mortgage lien affecting the

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5746 common interest community ~~condominium~~ parcel. If such approval  
5747 is required and not given, a holder of a recorded mortgage lien  
5748 who objects to the plan of termination may contest the plan as  
5749 provided in subsection (15) ~~(16)~~. At the time of sale, the lien  
5750 shall be transferred to the proportionate share of the proceeds  
5751 assigned to the common interest community ~~condominium~~ parcel in  
5752 the plan of termination or as subsequently modified by the  
5753 court.

5754 (5) ~~(6)~~ POWERS IN CONNECTION WITH TERMINATION.—The approval  
5755 of the plan of termination does not terminate the association.  
5756 It shall continue in existence following approval of the plan of  
5757 termination with all powers and duties it had before approval of  
5758 the plan. Notwithstanding any provision to the contrary in the  
5759 declaration or bylaws, after approval of the plan the board  
5760 shall:

5761 (a) Employ directors, agents, attorneys, and other  
5762 professionals to liquidate or conclude its affairs.

5763 (b) Conduct the affairs of the association as necessary for  
5764 the liquidation or termination.

5765 (c) Carry out contracts and collect, pay, and settle debts  
5766 and claims for and against the association.

5767 (d) Defend suits brought against the association.

5768 (e) Sue in the name of the association for all sums due or  
5769 owed to the association or to recover any of its property.

5770 (f) Perform any act necessary to maintain, repair, or  
5771 demolish unsafe or uninhabitable improvements or other common  
5772 interest community ~~condominium~~ property in compliance with  
5773 applicable codes.

5774 (g) Sell at public or private sale or exchange, convey, or

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5775 otherwise dispose of assets of the association for an amount  
5776 deemed to be in the best interests of the association, and  
5777 execute bills of sale and deeds of conveyance in the name of the  
5778 association.

5779 (h) Collect and receive rents, profits, accounts  
5780 receivable, income, maintenance fees, special assessments, or  
5781 insurance proceeds for the association.

5782 (i) Contract and do anything in the name of the association  
5783 which is proper or convenient to terminate the affairs of the  
5784 association.

5785 (6) ~~(7)~~ NATURAL DISASTERS.—

5786 (a) If, after a natural disaster, the identity of the  
5787 directors or their right to hold office is in doubt, if they are  
5788 deceased or unable to act, if they fail or refuse to act, or if  
5789 they cannot be located, any interested person may petition the  
5790 circuit court to determine the identity of the directors or, if  
5791 found to be in the best interests of the unit owners, to appoint  
5792 a receiver to conclude the affairs of the association after a  
5793 hearing following notice to such persons as the court directs.  
5794 Lienholders shall be given notice of the petition and have the  
5795 right to propose persons for the consideration by the court as  
5796 receiver. If a receiver is appointed, the court shall direct the  
5797 receiver to provide to all unit owners written notice of his or  
5798 her appointment as receiver. Such notice shall be mailed, and  
5799 electronically transmitted, or hand delivered within 10 days  
5800 after the appointment. Notice by mail to a unit owner shall be  
5801 sent to the address used by the county property appraiser for  
5802 notice to the unit owner.

5803 (b) The receiver shall have all powers given to the board

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5804 pursuant to the declaration, bylaws, and subsection (5) ~~(6)~~, and  
5805 any other powers that are necessary to conclude the affairs of  
5806 the association and are set forth in the order of appointment.  
5807 The appointment of the receiver is subject to the bonding  
5808 requirements of such order. The order shall also provide for the  
5809 payment of a reasonable fee to the receiver from the sources  
5810 identified in the order, which may include rents, profits,  
5811 incomes, maintenance fees, or special assessments collected from  
5812 the common interest community ~~condominium~~ property.

5813 (7) ~~(8)~~ REPORTS AND REPLACEMENT OF RECEIVER.—

5814 (a) The association, receiver, or termination trustee shall  
5815 prepare reports each quarter following the approval of the plan  
5816 of termination setting forth the status and progress of the  
5817 termination, costs and fees incurred, the date the termination  
5818 is expected to be completed, and the current financial condition  
5819 of the association, receivership, or trusteeship and provide  
5820 copies of the report by regular mail to the unit owners and  
5821 lienors at the mailing address provided to the association by  
5822 the unit owners and the lienors.

5823 (b) The unit owners of an association in termination may  
5824 recall or remove members of the board of administration with or  
5825 without cause at any time as provided in s. 718.112(2)(k)  
5826 ~~718.112(2)(j)~~.

5827 (c) The lienors of an association in termination  
5828 representing at least 50 percent of the outstanding amount of  
5829 liens may petition the court for the appointment of a  
5830 termination trustee, which shall be granted upon good cause  
5831 shown.

5832 (8) ~~(9)~~ PLAN OF TERMINATION.—The plan of termination must be

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5833 a written document executed in the same manner as a deed by unit  
5834 owners having the requisite percentage of voting interests to  
5835 approve the plan and by the termination trustee. A copy of the  
5836 proposed plan of termination shall be given to all unit owners,  
5837 in the same manner as for notice of an annual meeting, at least  
5838 14 days prior to the meeting at which the plan of termination is  
5839 to be voted upon or prior to or simultaneously with the  
5840 distribution of the solicitation seeking execution of the plan  
5841 of termination or written consent to or joinder in the plan. A  
5842 unit owner may document assent to the plan by executing the plan  
5843 or by consent to or joinder in the plan in the manner of a deed.  
5844 A plan of termination and the consents or joinders of unit  
5845 owners must be recorded in the public records of each county in  
5846 which any portion of the common interest community ~~condominium~~  
5847 is located. The plan is effective only upon recordation or at a  
5848 later date specified in the plan. If the plan of termination  
5849 fails to receive the required approval, the plan shall not be  
5850 recorded and a new attempt to terminate the common interest  
5851 community ~~condominium~~ may not be proposed at a meeting or by  
5852 solicitation for joinder and consent for 18 months after the  
5853 date that such failed plan of termination was first given to all  
5854 unit owners in the manner as provided in this subsection.

5855 (a) If the plan of termination is voted on at a meeting of  
5856 the unit owners called in accordance with this subsection, any  
5857 unit owner desiring to reject the plan must do so by either  
5858 voting to reject the plan in person or by proxy, or by  
5859 delivering a written rejection to the association before or at  
5860 the meeting.

5861 (b) If the plan of termination is approved by written

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5862 consent or joinder without a meeting of the unit owners, any  
5863 unit owner desiring to object to the plan must deliver a written  
5864 objection to the association within 20 days after the date that  
5865 the association notifies the nonconsenting owners, in the manner  
5866 provided in paragraph (14) (a) ~~(15) (a)~~, that the plan of  
5867 termination has been approved by written action in lieu of a  
5868 unit owner meeting.

5869 (9) ~~(10)~~ PLAN OF TERMINATION; REQUIRED PROVISIONS.—The plan  
5870 of termination must specify:

5871 (a) The name, address, and powers of the termination  
5872 trustee.

5873 (b) A date after which the plan of termination is void if  
5874 it has not been recorded.

5875 (c) The interests of the respective unit owners in the  
5876 association property, common surplus, and other assets of the  
5877 association, which shall be the same as the respective interests  
5878 of the unit owners in the common elements immediately before the  
5879 termination, unless otherwise provided in the declaration.

5880 (d) The interests of the respective unit owners in any  
5881 proceeds from the sale of the common interest community  
5882 ~~condominium~~ property. The plan of termination may apportion  
5883 those proceeds pursuant to any method prescribed in subsection  
5884 (11) ~~(12)~~. If, pursuant to the plan of termination, common  
5885 interest community ~~condominium~~ property or real property owned  
5886 by the association is to be sold following termination, the plan  
5887 must provide for the sale and may establish any minimum sale  
5888 terms.

5889 (e) Any interests of the respective unit owners in  
5890 insurance proceeds or condemnation proceeds that are not used

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5891 for repair or reconstruction at the time of termination. Unless  
 5892 the declaration expressly addresses the distribution of  
 5893 insurance proceeds or condemnation proceeds, the plan of  
 5894 termination may apportion those proceeds pursuant to any method  
 5895 prescribed in subsection (11) ~~(12)~~.

5896 (10) ~~(11)~~ PLAN OF TERMINATION; OPTIONAL PROVISIONS;  
 5897 CONDITIONAL TERMINATION; WITHDRAWAL; ERRORS.—

5898 (a) Unless the plan of termination expressly authorizes a  
 5899 unit owner or other person to retain the exclusive right to  
 5900 possess that portion of the real estate which formerly  
 5901 constituted the unit after termination or to use the common  
 5902 elements of the condominium after termination, all such rights  
 5903 in the unit and common elements automatically terminate on the  
 5904 effective date of termination. Unless the plan expressly  
 5905 provides otherwise, all leases, occupancy agreements, subleases,  
 5906 licenses, or other agreements for the use or occupancy of any  
 5907 unit or common elements of the condominium automatically  
 5908 terminate on the effective date of termination. If the plan  
 5909 expressly authorizes a unit owner or other person to retain  
 5910 exclusive right of possession for that portion of the real  
 5911 estate that formerly constituted the unit or to use the common  
 5912 elements of the condominium after termination, the plan must  
 5913 specify the terms and conditions of possession. In a partial  
 5914 termination, the plan of termination as specified in subsection  
 5915 (9) ~~(10)~~ must also identify the units that survive the partial  
 5916 termination and provide that such units remain in the common  
 5917 interest community condominium form of ownership pursuant to an  
 5918 amendment to the documents declaration of the common interest  
 5919 community condominium or an amended and restated declaration. In

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5920 a partial termination, title to the surviving units and common  
5921 elements that remain part of the common interest community  
5922 ~~condominium~~ property specified in the plan of termination remain  
5923 vested in the ownership shown in the public records and do not  
5924 vest in the termination trustee.

5925 (b) In a conditional termination, the plan must specify the  
5926 conditions for termination. A conditional plan does not vest  
5927 title in the termination trustee until the plan and a  
5928 certificate executed by the association with the formalities of  
5929 a deed, confirming that the conditions in the conditional plan  
5930 have been satisfied or waived by the requisite percentage of the  
5931 voting interests, have been recorded. In a partial termination,  
5932 the plan does not vest title to the surviving units or common  
5933 elements that remain part of the common interest community  
5934 ~~condominium~~ property in the termination trustee.

5935 (c) Unless otherwise provided in the plan of termination,  
5936 at any time before the sale of the condominium property, a plan  
5937 may be withdrawn or modified by the affirmative vote or written  
5938 agreement of at least the same percentage of voting interests in  
5939 the condominium as that which was required for the initial  
5940 approval of the plan.

5941 (d) Upon the discovery of a scrivener's error in the plan  
5942 of termination, the termination trustee may record an amended  
5943 plan or an amendment to the plan for the purpose of correcting  
5944 the error, and the amended plan or amendment to the plan must be  
5945 executed by the termination trustee in the same manner as  
5946 required for the execution of a deed.

5947 (11) ~~(12)~~ ALLOCATION OF PROCEEDS OF SALE OF COMMON INTEREST  
5948 COMMUNITY CONDOMINIUM PROPERTY.-

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5949 (a) Unless the declaration expressly provides for the  
5950 allocation of the proceeds of sale of common interest community  
5951 ~~condominium~~ property, the plan of termination may require  
5952 separate valuations for the common elements. However, in the  
5953 absence of such provision, it is presumed that the common  
5954 elements have no independent value but rather that their value  
5955 is incorporated into the valuation of the units. In a partial  
5956 termination, the aggregate values of the units and common  
5957 elements that are being terminated must be separately  
5958 determined, and the plan of termination must specify the  
5959 allocation of the proceeds of sale for the units and common  
5960 elements being terminated.

5961 (b) The portion of proceeds allocated to the units shall be  
5962 apportioned among the individual units. The apportionment is  
5963 deemed fair and reasonable if it is determined by any of the  
5964 following methods:

5965 1. The respective values of the units based on the fair  
5966 market values of the units immediately before the termination,  
5967 as determined by one or more independent appraisers selected by  
5968 the association or termination trustee;

5969 2. The respective values of the units based on the most  
5970 recent market value of the units before the termination, as  
5971 provided in the county property appraiser's records; or

5972 3. The respective interests of the units in the common  
5973 elements specified in the declaration immediately before the  
5974 termination.

5975 (c) The methods of apportionment in paragraph (b) do not  
5976 prohibit any other method of apportioning the proceeds of sale  
5977 allocated to the units or any other method of valuing the units

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5978 agreed upon in the plan of termination. Any portion of the  
5979 proceeds separately allocated to the common elements shall be  
5980 apportioned among the units based upon their respective  
5981 interests in the common elements as provided in the declaration.

5982 (d) Liens that encumber a unit shall, unless otherwise  
5983 provided in the plan of termination, be transferred to the  
5984 proceeds of sale of the common interest community ~~condominium~~  
5985 property and the proceeds of sale or other distribution of  
5986 association property, common surplus, or other association  
5987 assets attributable to such unit in their same priority. In a  
5988 partial termination, liens that encumber a unit being terminated  
5989 must be transferred to the proceeds of sale of that portion of  
5990 the common interest community ~~condominium~~ property being  
5991 terminated which are attributable to such unit. The proceeds of  
5992 any sale of common interest community ~~condominium~~ property  
5993 pursuant to a plan of termination may not be deemed to be common  
5994 surplus or association property. The holder of a lien that  
5995 encumbers a unit at the time of recording a plan must, within 30  
5996 days after the written request from the termination trustee,  
5997 deliver a statement to the termination trustee confirming the  
5998 outstanding amount of any obligations of the unit owner secured  
5999 by the lien.

6000 (e) The termination trustee may setoff against, and reduce  
6001 the share of, the termination proceeds allocated to a unit by  
6002 the following amounts, which may include attorney fees and  
6003 costs:

6004 1. All unpaid assessments, taxes, late fees, interest,  
6005 fines, charges, and other amounts due and owing to the  
6006 association associated with the unit, its owner, or the owner's

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6007 family members, guests, tenants, occupants, licensees, invitees,  
6008 or other persons.

6009 2. All costs of clearing title to the owner's unit,  
6010 including, but not limited to, locating lienors, obtaining  
6011 statements from such lienors confirming the outstanding amount  
6012 of any obligations of the unit owner, and paying all mortgages  
6013 and other liens, judgments, and encumbrances and filing suit to  
6014 quiet title or remove title defects.

6015 3. All costs of removing the owner or the owner's family  
6016 members, guests, tenants, occupants, licensees, invitees, or  
6017 other persons from the unit in the event such persons fail to  
6018 vacate a unit as required by the plan.

6019 4. All costs arising from, or related to, any breach of the  
6020 plan by the owner or the owner's family members, guests,  
6021 tenants, occupants, licensees, invitees, or other persons.

6022 5. All costs arising out of, or related to, the removal and  
6023 storage of all personal property remaining in a unit, other than  
6024 personal property owned by the association, so that the unit may  
6025 be delivered vacant and clear of the owner or the owner's family  
6026 members, guests, tenants, occupants, licensees, invitees, or  
6027 other persons as required by the plan.

6028 6. All costs arising out of, or related to, the appointment  
6029 and activities of a receiver or attorney ad litem acting for the  
6030 owner in the event that the owner is unable to be located.

6031 (12)~~(13)~~ TERMINATION TRUSTEE.—The association shall serve  
6032 as termination trustee unless another person is appointed in the  
6033 plan of termination. If the association is unable, unwilling, or  
6034 fails to act as trustee, any unit owner may petition the court  
6035 to appoint a trustee. Upon the date of the recording or at a

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6036 later date specified in the plan, title to the common interest  
6037 community condominium property vests in the trustee. Unless  
6038 prohibited by the plan, the termination trustee shall be vested  
6039 with the powers given to the board pursuant to the declaration,  
6040 bylaws, and subsection (5) ~~(6)~~. If the association is not the  
6041 termination trustee, the trustee's powers shall be coextensive  
6042 with those of the association to the extent not prohibited in  
6043 the plan of termination or the order of appointment. If the  
6044 association is not the termination trustee, the association  
6045 shall transfer any association property to the trustee. If the  
6046 association is dissolved, the trustee shall also have such other  
6047 powers necessary to conclude the affairs of the association.

6048 (13) ~~(14)~~ TITLE VESTED IN TERMINATION TRUSTEE.—If  
6049 termination is pursuant to a plan of termination ~~under~~  
6050 ~~subsection (2) or subsection (3)~~, title to the common interest  
6051 community condominium property being terminated vests in the  
6052 termination trustee when the plan is recorded or at a later date  
6053 specified in the plan. The unit owners thereafter become the  
6054 beneficiaries of the proceeds realized from the plan of  
6055 termination as set forth in the plan. The termination trustee  
6056 may deal with the common interest community condominium property  
6057 being terminated or any interest therein if the plan confers on  
6058 the trustee the authority to protect, conserve, manage, sell, or  
6059 dispose of the common interest community condominium property.  
6060 The trustee, on behalf of the unit owners, may contract for the  
6061 sale of real property being terminated, but the contract is not  
6062 binding on the unit owners until the plan is approved ~~pursuant~~  
6063 ~~to subsection (2) or subsection (3)~~.

6064 (14) ~~(15)~~ NOTICE.—

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6065 (a) Within 30 days after a plan of termination has been  
6066 recorded, the termination trustee shall deliver by certified  
6067 mail, return receipt requested, notice to all unit owners,  
6068 lienors of the common interest community ~~condominium~~ property,  
6069 and lienors of all units at their last known addresses that a  
6070 plan of termination has been recorded. The notice must include  
6071 the book and page number of the public records in which the plan  
6072 was recorded, notice that a copy of the plan shall be furnished  
6073 upon written request, and notice that the unit owner or lienor  
6074 has the right to contest the fairness of the plan.

6075 (b) The trustee, within 90 days after the effective date of  
6076 the plan, shall provide to the division a certified copy of the  
6077 recorded plan, the date the plan was recorded, and the county,  
6078 book, and page number of the public records in which the plan is  
6079 recorded.

6080 (15) ~~(16)~~ RIGHT TO CONTEST.—A unit owner or lienor may  
6081 contest a plan of termination by initiating a petition for  
6082 mandatory nonbinding arbitration pursuant to s. 718.1255 within  
6083 90 days after the date the plan is recorded. A unit owner or  
6084 lienor may only contest the fairness and reasonableness of the  
6085 apportionment of the proceeds from the sale among the unit  
6086 owners, that the liens of the first mortgages of unit owners  
6087 other than the bulk owner have not or will not be satisfied ~~to~~  
6088 ~~the extent required by subsection (3)~~, or that the required vote  
6089 to approve the plan was not obtained. A unit owner or lienor who  
6090 does not contest the plan within the 90-day period is barred  
6091 from asserting or prosecuting a claim against the association,  
6092 the termination trustee, any unit owner, or any successor in  
6093 interest to the common interest community ~~condominium~~ property.

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6094 In an action contesting a plan of termination, the person  
6095 contesting the plan has the burden of pleading and proving that  
6096 the apportionment of the proceeds from the sale among the unit  
6097 owners was not fair and reasonable or that the required vote was  
6098 not obtained. The apportionment of sale proceeds is presumed  
6099 fair and reasonable if it was determined pursuant to the methods  
6100 prescribed in subsection (11) ~~(12)~~. The arbitrator shall  
6101 determine the rights and interests of the parties in the  
6102 apportionment of the sale proceeds. If the arbitrator determines  
6103 that the apportionment of sales proceeds is not fair and  
6104 reasonable, the arbitrator may void the plan or may modify the  
6105 plan to apportion the proceeds in a fair and reasonable manner  
6106 pursuant to this section based upon the proceedings and order  
6107 the modified plan of termination to be implemented. If the  
6108 arbitrator determines that the plan was not properly approved,  
6109 or that the procedures to adopt the plan were not properly  
6110 followed, the arbitrator may void the plan or grant other relief  
6111 it deems just and proper. The arbitrator shall automatically  
6112 void the plan upon a finding that any of the disclosures  
6113 ~~required in subparagraph (3)(c)5.~~ are omitted, misleading,  
6114 incomplete, or inaccurate. Any challenge to a plan, other than a  
6115 challenge that the required vote was not obtained, does not  
6116 affect title to the condominium property or the vesting of the  
6117 condominium property in the trustee, but shall only be a claim  
6118 against the proceeds of the plan. In any such action, the  
6119 prevailing party shall recover reasonable attorney fees and  
6120 costs.

6121 (16) ~~(17)~~ DISTRIBUTION.—

6122 (a) Following termination of the common interest community

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6123 ~~condominium~~, the common interest community ~~condominium~~ property,  
6124 association property, common surplus, and other assets of the  
6125 association shall be held by the termination trustee pursuant to  
6126 the plan of termination, as trustee for unit owners and holders  
6127 of liens on the units, in their order of priority unless  
6128 otherwise set forth in the plan of termination.

6129 (b) Not less than 30 days before the first distribution,  
6130 the termination trustee shall deliver by certified mail, return  
6131 receipt requested, a notice of the estimated distribution to all  
6132 unit owners, lienors of the common interest community  
6133 ~~condominium~~ property, and lienors of each unit at their last  
6134 known addresses stating a good faith estimate of the amount of  
6135 the distributions to each class and the procedures and deadline  
6136 for notifying the termination trustee of any objections to the  
6137 amount. The deadline must be at least 15 days after the date the  
6138 notice was mailed. The notice may be sent with or after the  
6139 notice required by subsection (14) ~~(15)~~. If a unit owner or  
6140 lienor files a timely objection with the termination trustee,  
6141 the trustee need not distribute the funds and property allocated  
6142 to the respective unit owner or lienor until the trustee has had  
6143 a reasonable time to determine the validity of the adverse  
6144 claim. In the alternative, the trustee may interplead the unit  
6145 owner, lienor, and any other person claiming an interest in the  
6146 unit and deposit the funds allocated to the unit in the court  
6147 registry, at which time the common interest community  
6148 ~~condominium~~ property, association property, common surplus, and  
6149 other assets of the association are free of all claims and liens  
6150 of the parties to the suit. In an interpleader action, the  
6151 trustee and prevailing party may recover reasonable attorney

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6152 ~~attorney's~~ fees and costs.

6153 (c) The proceeds from any sale of common interest community  
6154 ~~condominium~~ property or association property and any remaining  
6155 common interest community ~~condominium~~ property or association  
6156 property, common surplus, and other assets shall be distributed  
6157 in the following priority:

6158 1. To pay the reasonable termination trustee's fees and  
6159 costs and accounting fees and costs.

6160 2. To lienholders of liens recorded prior to the recording  
6161 of the declaration.

6162 3. To purchase-money lienholders on units to the extent  
6163 necessary to satisfy their liens; however, the distribution may  
6164 not exceed a unit owner's share of the proceeds.

6165 4. To lienholders of liens of the association which have  
6166 been consented to under s. 718.121(1).

6167 5. To creditors of the association, as their interests  
6168 appear.

6169 6. To unit owners, the proceeds of any sale of common  
6170 interest community ~~condominium~~ property subject to satisfaction  
6171 of liens on each unit in their order of priority, in shares  
6172 specified in the plan of termination, unless objected to by a  
6173 unit owner or lienor as provided in paragraph (b).

6174 7. To unit owners, the remaining common interest community  
6175 ~~condominium~~ property, subject to satisfaction of liens on each  
6176 unit in their order of priority, in shares specified in the plan  
6177 of termination, unless objected to by a unit owner or a lienor  
6178 as provided in paragraph (b).

6179 8. To unit owners, the proceeds of any sale of association  
6180 property, the remaining association property, common surplus,

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6181 and other assets of the association, subject to satisfaction of  
6182 liens on each unit in their order of priority, in shares  
6183 specified in the plan of termination, unless objected to by a  
6184 unit owner or a lienor as provided in paragraph (b).

6185 (d) After determining that all known debts and liabilities  
6186 of an association in the process of termination have been paid  
6187 or adequately provided for, the termination trustee shall  
6188 distribute the remaining assets pursuant to the plan of  
6189 termination. If the termination is by court proceeding or  
6190 subject to court supervision, the distribution may not be made  
6191 until any period for the presentation of claims ordered by the  
6192 court has elapsed.

6193 (e) Assets held by an association upon a valid condition  
6194 requiring return, transfer, or conveyance, which condition has  
6195 occurred or will occur, shall be returned, transferred, or  
6196 conveyed in accordance with the condition. The remaining  
6197 association assets shall be distributed pursuant to paragraph  
6198 (c).

6199 (f) Distribution may be made in money, property, or  
6200 securities and in installments or as a lump sum, if it can be  
6201 done fairly and ratably and in conformity with the plan of  
6202 termination. Distribution shall be made as soon as is reasonably  
6203 consistent with the beneficial liquidation of the assets.

6204 (17)~~(18)~~ ASSOCIATION STATUS.—The termination of a common  
6205 interest community condominium does not change the corporate  
6206 status of the association that operated the common interest  
6207 community condominium property. The association continues to  
6208 exist to conclude its affairs, prosecute and defend actions by  
6209 or against it, collect and discharge obligations, dispose of and

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6210 convey its property, and collect and divide its assets, but not  
 6211 to act except as necessary to conclude its affairs. In a partial  
 6212 termination, the association may continue as the common interest  
 6213 community condominium association for the property that remains  
 6214 subject to the documents declaration of the common interest  
 6215 community condominium.

6216 (18)-(19) CREATION OF ANOTHER COMMON INTEREST COMMUNITY  
 6217 CONDOMINIUM.—The termination or partial termination of a common  
 6218 interest community condominium does not bar the filing of a new  
 6219 documents declaration of the common interest community  
 6220 condominium by the termination trustee, or the trustee's  
 6221 successor in interest, for the terminated property or any  
 6222 portion thereof. The partial termination of a common interest  
 6223 community condominium may provide for the simultaneous filing of  
 6224 an amendment to the documents declaration of the common interest  
 6225 community condominium or an amended and restated documents  
 6226 declaration of the common interest community condominium by the  
 6227 common interest community condominium association for any  
 6228 portion of the property not terminated from the common interest  
 6229 community condominium form of ownership.

6230 (19)-(20) EXCLUSION.—This section does not apply to the  
 6231 termination of a common interest community condominium incident  
 6232 to a merger of that common interest community condominium with  
 6233 one or more other common interest communities condominiums under  
 6234 s. 718.110(7).

6235 Section 65. Section 718.118, Florida Statutes, is amended  
 6236 to read:

6237 718.118 Equitable relief.—In the event of substantial  
 6238 damage to or destruction of all or a substantial part of the

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6239 common interest community ~~condominium~~ property, and if the  
6240 property is not repaired, reconstructed, or rebuilt within a  
6241 reasonable period of time, any unit owner may petition a court  
6242 for equitable relief, which may include a termination of the  
6243 common interest community ~~condominium~~ and a partition.

6244 Section 66. Section 718.119, Florida Statutes, is amended  
6245 to read:

6246 718.119 Limitation of liability.—

6247 (1) The liability of the owner of a unit for common  
6248 expenses is limited to the amounts ~~for which he or she is~~  
6249 assessed for common expenses from time to time in accordance  
6250 with this chapter, the declaration, and bylaws.

6251 (2) The owner of a unit may be personally liable for the  
6252 acts or omissions of the association in relation to the use of  
6253 the common elements, but only to the extent of his or her pro  
6254 rata share of that liability in the same percentage as his or  
6255 her interest in the common elements, and then in no case shall  
6256 that liability exceed the value of his or her unit.

6257 (3) In any legal action in which the association may be  
6258 exposed to liability in excess of insurance coverage protecting  
6259 it and the unit owners, the association shall give notice of the  
6260 exposure within a reasonable time to all unit owners, and they  
6261 shall have the right to intervene and defend.

6262 Section 67. Section 718.120, Florida Statutes, is amended  
6263 to read:

6264 718.120 Separate taxation of common interest community  
6265 ~~condominium~~ parcels; survival of declaration after tax sale;  
6266 ~~assessment of timeshare estates.—~~

6267 (1) Ad valorem taxes, benefit taxes, and special

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6268 assessments by taxing authorities shall be assessed against the  
6269 common interest community ~~condominium~~ parcels and not upon the  
6270 common interest community ~~condominium~~ property as a whole. No ad  
6271 valorem tax, benefit tax, or special assessment, including those  
6272 made by special districts, drainage districts, or water  
6273 management districts, may be separately assessed against  
6274 recreational facilities or other common elements if such  
6275 facilities or common elements are owned by the common interest  
6276 community ~~condominium~~ association or are owned jointly by the  
6277 owners of the common interest community ~~condominium~~ parcels.  
6278 Each common interest community ~~condominium~~ parcel shall be  
6279 separately assessed for ad valorem taxes and special assessments  
6280 as a single parcel. The taxes and special assessments levied  
6281 against each common interest community ~~condominium~~ parcel shall  
6282 constitute a lien only upon the common interest community  
6283 ~~condominium~~ parcel assessed and upon no other portion of the  
6284 common interest community ~~condominium~~ property.

6285 (2) All provisions of the documents ~~a declaration~~ relating  
6286 to a common interest community ~~condominium~~ parcel that ~~which~~ has  
6287 been sold for taxes or special assessments survive and are  
6288 enforceable after the issuance of a tax deed or master's deed,  
6289 upon foreclosure of an assessment, a certificate or lien, a tax  
6290 deed, tax certificate, or tax lien, to the same extent that they  
6291 would be enforceable against a voluntary grantee of the title  
6292 immediately prior to the delivery of the tax deed, master's  
6293 deed, or clerk's certificate of title as provided in s. 197.573.

6294 (3) The association shall provide information to the county  
6295 property appraiser annually upon request as to the rental status  
6296 of each common interest community unit to verify homestead

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6297 exemptions.

6298 (4) Any common interest community unit not constructed  
 6299 within 7 years after recordation of the documents shall, upon  
 6300 application and certification to the property appraiser by the  
 6301 association, be removed from the tax rolls.

6302 (5) Any common interest community subject to a submerged  
 6303 land lease with the Department of Environmental Protection is  
 6304 not subject to any lease fee or tax on the lease.

6305 ~~(3) Condominium property divided into fee timeshare real~~  
 6306 ~~property shall be assessed for purposes of ad valorem taxes and~~  
 6307 ~~special assessments as provided in s. 192.037.~~

6308 Section 68. Section 718.121, Florida Statutes, is amended  
 6309 to read:

6310 718.121 Liens.—

6311 (1) Subsequent to recording the declaration and while the  
 6312 property remains subject to the declaration, no liens of any  
 6313 nature are valid against the common interest community  
 6314 ~~condominium~~ property as a whole except with the unanimous  
 6315 consent of the unit owners. During this period, liens may arise  
 6316 or be created only against individual common interest community  
 6317 ~~condominium~~ parcels.

6318 (2) Labor performed on or materials furnished to a unit  
 6319 shall not be the basis for the filing of a lien pursuant to part  
 6320 I of chapter 713, the Construction Lien Law, against the unit or  
 6321 common interest community ~~condominium~~ parcel of any unit owner  
 6322 not expressly consenting to or requesting the labor or  
 6323 materials. Labor performed on or materials furnished to the  
 6324 common elements are not the basis for a lien on the common  
 6325 elements, but if authorized by the association, the labor or

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6326 materials are deemed to be performed or furnished with the  
6327 express consent of each unit owner and may be the basis for the  
6328 filing of a lien against all common interest community  
6329 ~~econdominium~~ parcels in the proportions for which the owners are  
6330 liable for common expenses only if a money judgment has been  
6331 obtained in a court of competent jurisdiction.

6332 (3) If a lien against two or more common interest community  
6333 ~~econdominium~~ parcels becomes effective, each owner may relieve  
6334 his or her common interest community ~~econdominium~~ parcel of the  
6335 lien by exercising any of the rights of a property owner under  
6336 chapter 713, or by payment of the proportionate amount  
6337 attributable to his or her common interest community ~~econdominium~~  
6338 parcel. Upon the payment, the lienholder ~~lienor~~ shall release  
6339 the lien of record for that common interest community  
6340 ~~econdominium~~ parcel.

6341 (4) Except as otherwise provided in this chapter, no lien  
6342 may be filed by the association against a common interest  
6343 community ~~econdominium~~ unit until 30 days after the date on which  
6344 a notice of intent to file a lien has been delivered to the  
6345 owner by ~~registered or~~ certified mail, return receipt requested,  
6346 and by first-class United States mail to the owner at his or her  
6347 last known address as reflected in the records of the  
6348 association. However, if the address ~~is within the United~~  
6349 ~~States, and delivered to the owner at the address of the unit if~~  
6350 ~~the owner's address as reflected in the records of the~~  
6351 ~~association is not the unit address. If the address reflected in~~  
6352 the records is outside the United States, ~~sending~~ the notice  
6353 must be sent to that address and to the unit address by first-  
6354 class United States mail to the unit and by first-class mail

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6355 international to the unit owner's last known address to be is  
 6356 sufficient. Delivery of the notice shall be deemed given upon  
 6357 mailing as required by this subsection. Notice is provided if  
 6358 served on the unit owner in the manner authorized by chapter 48  
 6359 and the Florida Rules of Civil Procedure. ~~The notice must be in~~  
 6360 ~~substantially the following form:~~

6361 ~~NOTICE OF INTENT~~  
 6362 ~~TO RECORD A CLAIM OF LIEN~~

6363 ~~RE: Unit .... of ... (name of association)...~~  
 6364 ~~The following amounts are currently due on your account to~~  
 6365 ~~...(name of association)..., and must be paid within 30 days~~  
 6366 ~~after your receipt of this letter. This letter shall serve as~~  
 6367 ~~the association's notice of intent to record a Claim of Lien~~  
 6368 ~~against your property no sooner than 30 days after your receipt~~  
 6369 ~~of this letter, unless you pay in full the amounts set forth~~  
 6370 ~~below:~~

- 6371 ~~Maintenance due ... (dates)... \$.....~~
- 6372 ~~Late fee, if applicable \$.....~~
- 6373 ~~Interest through ... (dates)...\* \$.....~~
- 6374 ~~Certified mail charges \$.....~~
- 6375 ~~Other costs \$.....~~
- 6376 ~~TOTAL OUTSTANDING \$.....~~

6377 ~~\*Interest accrues at the rate of .... percent per annum.~~

6378 Section 69. Section 718.122, Florida Statutes, is amended  
 6379 to read:

6380 718.122 Unconscionability of certain leases; rebuttable  
 6381 presumption.-

6382 (1) A lease pertaining to use by common interest community  
 6383 ~~condominium~~ unit owners of recreational or other common

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6384 facilities, irrespective of the date on which such lease was  
6385 entered into, is presumptively unconscionable if all of the  
6386 following elements exist:

6387 (a) The lease was executed by persons none of whom at the  
6388 time of the execution of the lease were elected by common  
6389 interest community ~~condominium~~ unit owners, other than the  
6390 developer, to represent their interests;

6391 (b) The lease requires either the common interest community  
6392 ~~condominium~~ association or the common interest community  
6393 ~~condominium~~ unit owners to pay real estate taxes on the subject  
6394 real property;

6395 (c) The lease requires either the common interest community  
6396 ~~condominium~~ association or the common interest community  
6397 ~~condominium~~ unit owners to insure buildings or other facilities  
6398 on the subject real property against fire or any other hazard;

6399 (d) The lease requires either the common interest community  
6400 ~~condominium~~ association or the common interest community  
6401 ~~condominium~~ unit owners to perform some or all maintenance  
6402 obligations pertaining to the subject real property or  
6403 facilities located upon the subject real property;

6404 (e) The lease requires either the common interest community  
6405 ~~condominium~~ association or the common interest community  
6406 ~~condominium~~ unit owners to pay rents to the lessor for a period  
6407 of 21 years or more;

6408 (f) The lease provides that failure of the lessee to make  
6409 payments of rents due under the lease either creates,  
6410 establishes, or permits establishment of a lien upon individual  
6411 common interest community ~~condominium~~ units of the common  
6412 interest community ~~condominium~~ to secure claims for rent;

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6413 (g) The lease requires an annual rental that ~~which~~ exceeds  
6414 25 percent of the appraised value of the leased property as  
6415 improved, provided that, for purposes of this paragraph, "annual  
6416 rental" means the amount due during the first 12 months of the  
6417 lease for all units, regardless of whether such units were in  
6418 fact occupied or sold during that period, and "appraised value"  
6419 means the appraised value placed upon the leased property the  
6420 first tax year after the sale of a unit in the common interest  
6421 community ~~condominium~~;

6422 (h) The lease provides for a periodic rental increase; and

6423 (i) The lease or other common interest community  
6424 ~~condominium~~ documents require that every transferee of a common  
6425 interest community ~~condominium~~ unit must assume obligations  
6426 under the lease.

6427 (2) The Legislature expressly finds that many leases  
6428 involving use of recreational or other common facilities by  
6429 residents of common interest communities ~~condominiums~~ were  
6430 entered into by parties wholly representative of the interests  
6431 of a common interest community ~~condominium~~ developer at a time  
6432 when the common interest community ~~condominium~~ unit owners not  
6433 only did not control the administration of their common interest  
6434 community ~~condominium~~, but also had little or no voice in such  
6435 administration. Such leases often contain numerous obligations  
6436 on the part of either or both a common interest community  
6437 ~~condominium~~ association and common interest community  
6438 ~~condominium~~ unit owners with relatively few obligations on the  
6439 part of the lessor. Such leases may or may not be unconscionable  
6440 in any given case. Nevertheless, the Legislature finds that a  
6441 combination of certain onerous obligations and circumstances

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6442 warrants the establishment of a rebuttable presumption of  
6443 unconscionability of certain leases, as specified in subsection  
6444 (1). The presumption may be rebutted by a lessor upon the  
6445 showing of additional facts and circumstances to justify and  
6446 validate what may otherwise appear ~~appears~~ to be an  
6447 unconscionable lease under this section. Failure of a lease to  
6448 contain all the enumerated elements shall neither preclude a  
6449 determination of unconscionability of the lease nor raise a  
6450 presumption as to its conscionability. It is the intent of the  
6451 Legislature that this section is remedial and does not create  
6452 any new cause of action to invalidate any common interest  
6453 community ~~condominium~~ lease, but shall operate as a statutory  
6454 prescription on procedural matters in actions brought on one or  
6455 more causes of action existing at the time of the execution of  
6456 such lease.

6457 (3) Any provision of the Florida Statutes to the contrary  
6458 notwithstanding, neither the statute of limitations nor laches  
6459 shall prohibit unit owners from maintaining a cause of action  
6460 under the provisions of this section.

6461 Section 70. Section 718.1224, Florida Statutes, is amended  
6462 to read:

6463 718.1224 Prohibition against SLAPP suits.—

6464 (1) It is the intent of the Legislature to protect the  
6465 right of common interest community ~~condominium~~ unit owners to  
6466 exercise their rights to instruct their representatives and  
6467 petition for redress of grievances before the various  
6468 governmental entities of this state as protected by the First  
6469 Amendment to the United States Constitution and s. 5, Art. I of  
6470 the State Constitution. The Legislature recognizes that

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6471 strategic lawsuits against public participation, or "SLAPP  
6472 suits," as they are typically referred to, have occurred when  
6473 association members are sued by individuals, business entities,  
6474 or governmental entities arising out of a common interest  
6475 community condominium unit owner's appearance and presentation  
6476 before a governmental entity on matters related to the common  
6477 interest community condominium association. However, it is the  
6478 public policy of this state that governmental entities, business  
6479 organizations, and individuals not engage in SLAPP suits,  
6480 because such actions are inconsistent with the right of common  
6481 interest community condominium unit owners to participate in the  
6482 state's institutions of government. Therefore, the Legislature  
6483 finds and declares that prohibiting such lawsuits by  
6484 governmental entities, business entities, and individuals  
6485 against common interest community condominium unit owners who  
6486 address matters concerning their common interest community  
6487 condominium association will preserve this fundamental state  
6488 policy, preserve the constitutional rights of common interest  
6489 community condominium unit owners, and ensure the continuation  
6490 of representative government in this state. It is the intent of  
6491 the Legislature that such lawsuits be expeditiously disposed of  
6492 by the courts. As used in this subsection, the term  
6493 "governmental entity" means the state, including the executive,  
6494 legislative, and judicial branches of government; the  
6495 independent establishments of the state, counties,  
6496 municipalities, districts, authorities, boards, or commissions;  
6497 or any agencies of these branches that are subject to chapter  
6498 286.

6499 (2) A governmental entity, business organization, or

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6500 individual in this state may not file or cause to be filed  
6501 through its employees or agents any lawsuit, cause of action,  
6502 claim, cross-claim, or counterclaim against a common interest  
6503 community condominium unit owner without merit and solely  
6504 because such common interest community condominium unit owner  
6505 has exercised the right to instruct his or her representatives  
6506 or the right to petition for redress of grievances before the  
6507 various governmental entities of this state, as protected by the  
6508 First Amendment to the United States Constitution and s. 5, Art.  
6509 I of the State Constitution.

6510 (3) A common interest community condominium unit owner sued  
6511 by a governmental entity, business organization, or individual  
6512 in violation of this section has a right to an expeditious  
6513 resolution of a claim that the suit is in violation of this  
6514 section. A common interest community condominium unit owner may  
6515 petition the court for an order dismissing the action or  
6516 granting final judgment in favor of that common interest  
6517 community condominium unit owner. The petitioner may file a  
6518 motion for summary judgment, together with supplemental  
6519 affidavits, seeking a determination that the governmental  
6520 entity's, business organization's, or individual's lawsuit has  
6521 been brought in violation of this section. The governmental  
6522 entity, business organization, or individual shall thereafter  
6523 file its response and any supplemental affidavits. As soon as  
6524 practicable, the court shall set a hearing on the petitioner's  
6525 motion, which shall be held at the earliest possible time after  
6526 the filing of the governmental entity's, business  
6527 organization's, or individual's response. The court may award  
6528 the common interest community condominium unit owner sued by the

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6529 governmental entity, business organization, or individual actual  
 6530 damages arising from the governmental entity's, individual's, or  
 6531 business organization's violation of this section. A court may  
 6532 treble the damages awarded to a prevailing common interest  
 6533 community condominium unit owner and shall state the basis for  
 6534 the treble damages award in its judgment. The court shall award  
 6535 the prevailing party reasonable attorney ~~attorney's~~ fees and  
 6536 costs incurred in connection with a claim that an action was  
 6537 filed in violation of this section.

6538 (4) Common interest community ~~Condominium~~ associations may  
 6539 not expend association funds in prosecuting a SLAPP suit against  
 6540 a common interest community ~~condominium~~ unit owner.

6541 Section 71. Section 718.123, Florida Statutes, is amended  
 6542 to read:

6543 718.123 Right of owners to peaceably assemble.—

6544 (1) All common elements, common areas, and recreational  
 6545 facilities serving any common interest community ~~condominium~~  
 6546 shall be available to unit owners in the common interest  
 6547 community ~~condominium~~ or common interest communities  
 6548 ~~condominiums~~ served thereby and their invited guests for the use  
 6549 intended for such common elements, common areas, and  
 6550 recreational facilities, subject to the provisions of s.  
 6551 718.106(5) ~~718.106(4)~~. The entity or entities responsible for  
 6552 the operation of the common elements, common areas, and  
 6553 recreational facilities may adopt reasonable rules and  
 6554 regulations pertaining to the use of such common elements,  
 6555 common areas, and recreational facilities. No entity or entities  
 6556 shall unreasonably restrict any unit owner's right to peaceably  
 6557 assemble or right to invite public officers or candidates for

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6558 public office to appear and speak in common elements, common  
6559 areas, and recreational facilities.

6560 (2) Any owner prevented from exercising rights guaranteed  
6561 by subsection (1) may bring an action in the appropriate court  
6562 of the county in which the alleged infringement occurred, and,  
6563 upon favorable adjudication, the court shall enjoin the  
6564 enforcement of any provision contained in any common interest  
6565 community condominium document or rule that ~~which~~ operates to  
6566 deprive the owner of such rights.

6567 Section 72. Section 718.1232, Florida Statutes, is amended  
6568 to read:

6569 718.1232 Cable television service; resident's right to  
6570 access without extra charge.—No resident of any common interest  
6571 community condominium dwelling unit, whether tenant or owner,  
6572 shall be denied access to any available franchised or licensed  
6573 cable television service, nor shall such resident or cable  
6574 television service be required to pay anything of value in order  
6575 to obtain or provide such service except those charges normally  
6576 paid for like services by residents of, or providers of such  
6577 services to, single-family homes within the same franchised or  
6578 licensed area and except for installation charges as such  
6579 charges may be agreed to between such resident and the provider  
6580 of such services.

6581 Section 73. Section 718.124, Florida Statutes, is amended  
6582 to read:

6583 718.124 Limitation on actions by association.—The statute  
6584 of limitations for any actions in law or equity which a common  
6585 interest community ~~which a condominium~~ association ~~or a~~  
6586 ~~cooperative association~~ may have shall not begin to run until

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6587 the unit owners have elected a majority of the members of the  
6588 board of administration.

6589 Section 74. Section 718.125, Florida Statutes, is amended  
6590 to read:

6591 718.125 Attorney ~~Attorney's~~ fees.—If a contract or lease  
6592 between a common interest community ~~condominium~~ unit owner or  
6593 association and a developer contains a provision allowing  
6594 attorney ~~attorney's~~ fees to the developer, should any litigation  
6595 arise under the provisions of the contract or lease, the court  
6596 shall also allow reasonable attorney ~~attorney's~~ fees to the unit  
6597 owner or association when the unit owner or association prevails  
6598 in any action by or against the unit owner or association with  
6599 respect to the contract or lease.

6600 Section 75. Section 718.1255, Florida Statutes, is amended  
6601 to read:

6602 718.1255 Alternative dispute resolution; voluntary  
6603 mediation; mandatory nonbinding arbitration; legislative  
6604 findings.—

6605 (1) DEFINITIONS.—As used in this section, the term  
6606 “dispute” means any disagreement between two or more parties  
6607 that involves:

6608 (a) The authority of the board of directors, under this  
6609 chapter or association document to:

6610 1. Require any owner to take any action, or not to take any  
6611 action, involving that owner's unit or the appurtenances  
6612 thereto.

6613 2. Alter or add to a common area or element.

6614 (b) The failure of a governing body, when required by this  
6615 chapter or an association document, to:

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- 6616 1. Properly conduct elections.  
 6617 2. Give adequate notice of meetings or other actions.  
 6618 3. Properly conduct meetings.  
 6619 4. Allow inspection of books and records.  
 6620 (c) A plan of termination pursuant to s. 718.117.

6621  
 6622 "Dispute" does not include any disagreement that primarily  
 6623 involves: title to any unit or common element; the  
 6624 interpretation or enforcement of any warranty; the levy of a fee  
 6625 or assessment, or the collection of an assessment levied against  
 6626 a party; the eviction or other removal of a tenant from a unit;  
 6627 alleged breaches of fiduciary duty by one or more directors; or  
 6628 claims for damages to a unit based upon the alleged failure of  
 6629 the association to maintain the common elements or common  
 6630 interest community ~~condominium~~ property.

6631 (2) VOLUNTARY MEDIATION.—Voluntary mediation through  
 6632 Citizen Dispute Settlement Centers as provided for in s. 44.201  
 6633 is encouraged.

6634 (3) LEGISLATIVE FINDINGS.—

6635 (a) The Legislature finds that unit owners are frequently  
 6636 at a disadvantage when litigating against an association.  
 6637 Specifically, a common interest community ~~condominium~~  
 6638 association, with its statutory assessment authority, is often  
 6639 more able to bear the costs and expenses of litigation than the  
 6640 unit owner who must rely on his or her own financial resources  
 6641 to satisfy the costs of litigation against the association.

6642 (b) The Legislature finds that alternative dispute  
 6643 resolution has been making progress in reducing court dockets  
 6644 and trials and in offering a more efficient, cost-effective

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6645 option to court litigation. However, the Legislature also finds  
6646 that alternative dispute resolution should not be used as a  
6647 mechanism to encourage the filing of frivolous or nuisance  
6648 suits.

6649 (c) There exists a need to develop a flexible means of  
6650 alternative dispute resolution that directs disputes to the most  
6651 efficient means of resolution.

6652 (d) The high cost and significant delay of circuit court  
6653 litigation faced by unit owners in the state can be alleviated  
6654 by requiring nonbinding arbitration and mediation in appropriate  
6655 cases, thereby reducing delay and attorney ~~attorney's~~ fees while  
6656 preserving the right of either party to have its case heard by a  
6657 jury, if applicable, in a court of law.

6658 (4) MANDATORY NONBINDING ARBITRATION AND MEDIATION OF  
6659 DISPUTES.—The Division of Common Interest Communities Florida  
6660 ~~Condominiums, Timeshares, and Mobile Homes~~ of the Department of  
6661 Business and Professional Regulation shall employ full-time  
6662 attorneys to act as arbitrators to conduct the arbitration  
6663 hearings provided by this chapter. The division may also certify  
6664 attorneys who are not employed by the division to act as  
6665 arbitrators to conduct the arbitration hearings provided by this  
6666 section. No person may be employed by the department as a full-  
6667 time arbitrator unless he or she is a member in good standing of  
6668 The Florida Bar. The department shall adopt rules of procedure  
6669 to govern such arbitration hearings including mediation incident  
6670 thereto. The decision of an arbitrator shall be final; however,  
6671 a decision shall not be deemed final agency action. Nothing in  
6672 this provision shall be construed to foreclose parties from  
6673 proceeding in a trial de novo unless the parties have agreed

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6674 that the arbitration is binding. If judicial proceedings are  
6675 initiated, the final decision of the arbitrator shall be  
6676 admissible in evidence in the trial de novo.

6677 (a) Prior to the institution of court litigation, a party  
6678 to a dispute shall petition the division for nonbinding  
6679 arbitration. The petition must be accompanied by a filing fee in  
6680 the amount of \$50. Filing fees collected under this section must  
6681 be used to defray the expenses of the alternative dispute  
6682 resolution program.

6683 (b) The petition must recite, and have attached thereto,  
6684 supporting proof that the petitioner gave the respondents:

6685 1. Advance written notice of the specific nature of the  
6686 dispute;

6687 2. A demand for relief, and a reasonable opportunity to  
6688 comply or to provide the relief; and

6689 3. Notice of the intention to file an arbitration petition  
6690 or other legal action in the absence of a resolution of the  
6691 dispute.

6692  
6693 Failure to include the allegations or proof of compliance with  
6694 these prerequisites requires dismissal of the petition without  
6695 prejudice.

6696 (c) Upon receipt, the petition shall be promptly reviewed  
6697 by the division to determine the existence of a dispute and  
6698 compliance with the requirements of paragraphs (a) and (b). If  
6699 emergency relief is required and is not available through  
6700 arbitration, a motion to stay the arbitration may be filed. The  
6701 motion must be accompanied by a verified petition alleging facts  
6702 that, if proven, would support entry of a temporary injunction,

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6703 and if an appropriate motion and supporting papers are filed,  
6704 the division may abate the arbitration pending a court hearing  
6705 and disposition of a motion for temporary injunction.

6706 (d) Upon determination by the division that a dispute  
6707 exists and that the petition substantially meets the  
6708 requirements of paragraphs (a) and (b) and any other applicable  
6709 rules, a copy of the petition shall be served by the division  
6710 upon all respondents.

6711 (e) Before or after the filing of the respondents' answer  
6712 to the petition, any party may request that the arbitrator refer  
6713 the case to mediation under this section and any rules adopted  
6714 by the division. Upon receipt of a request for mediation, the  
6715 division shall promptly contact the parties to determine if  
6716 there is agreement that mediation would be appropriate. If all  
6717 parties agree, the dispute must be referred to mediation.  
6718 Notwithstanding a lack of an agreement by all parties, the  
6719 arbitrator may refer a dispute to mediation at any time.

6720 (f) Upon referral of a case to mediation, the parties must  
6721 select a mutually acceptable mediator. To assist in the  
6722 selection, the arbitrator shall provide the parties with a list  
6723 of both volunteer and paid mediators that have been certified by  
6724 the division under s. 718.501. If the parties are unable to  
6725 agree on a mediator within the time allowed by the arbitrator,  
6726 the arbitrator shall appoint a mediator from the list of  
6727 certified mediators. If a case is referred to mediation, the  
6728 parties shall attend a mediation conference, as scheduled by the  
6729 parties and the mediator. If any party fails to attend a duly  
6730 noticed mediation conference, without the permission or approval  
6731 of the arbitrator or mediator, the arbitrator must impose

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6732 sanctions against the party, including the striking of any  
6733 pleadings filed, the entry of an order of dismissal or default  
6734 if appropriate, and the award of costs and attorneys' fees  
6735 incurred by the other parties. Unless otherwise agreed to by the  
6736 parties or as provided by order of the arbitrator, a party is  
6737 deemed to have appeared at a mediation conference by the  
6738 physical presence of the party or its representative having full  
6739 authority to settle without further consultation, provided that  
6740 an association may comply by having one or more representatives  
6741 present with full authority to negotiate a settlement and  
6742 recommend that the board of administration ratify and approve  
6743 such a settlement within 5 days from the date of the mediation  
6744 conference. The parties shall share equally the expense of  
6745 mediation, unless they agree otherwise.

6746 (g) The purpose of mediation as provided for by this  
6747 section is to present the parties with an opportunity to resolve  
6748 the underlying dispute in good faith, and with a minimum  
6749 expenditure of time and resources.

6750 (h) Mediation proceedings must generally be conducted in  
6751 accordance with the Florida Rules of Civil Procedure, and these  
6752 proceedings are privileged and confidential to the same extent  
6753 as court-ordered mediation. Persons who are not parties to the  
6754 dispute are not allowed to attend the mediation conference  
6755 without the consent of all parties, with the exception of  
6756 counsel for the parties and corporate representatives designated  
6757 to appear for a party. If the mediator declares an impasse after  
6758 a mediation conference has been held, the arbitration proceeding  
6759 terminates, unless all parties agree in writing to continue the  
6760 arbitration proceeding, in which case the arbitrator's decision

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6761 shall be binding or nonbinding, as agreed upon by the parties;  
6762 in the arbitration proceeding, the arbitrator shall not consider  
6763 any evidence relating to the unsuccessful mediation except in a  
6764 proceeding to impose sanctions for failure to appear at the  
6765 mediation conference. If the parties do not agree to continue  
6766 arbitration, the arbitrator shall enter an order of dismissal,  
6767 and either party may institute a suit in a court of competent  
6768 jurisdiction. The parties may seek to recover any costs and  
6769 attorney ~~attorneys~~ fees incurred in connection with arbitration  
6770 and mediation proceedings under this section as part of the  
6771 costs and fees that may be recovered by the prevailing party in  
6772 any subsequent litigation.

6773 (i) Arbitration shall be conducted according to rules  
6774 adopted by the division. The filing of a petition for  
6775 arbitration shall toll the applicable statute of limitations.

6776 (j) At the request of any party to the arbitration, the  
6777 arbitrator shall issue subpoenas for the attendance of witnesses  
6778 and the production of books, records, documents, and other  
6779 evidence and any party on whose behalf a subpoena is issued may  
6780 apply to the court for orders compelling such attendance and  
6781 production. Subpoenas shall be served and shall be enforceable  
6782 in the manner provided by the Florida Rules of Civil Procedure.  
6783 Discovery may, in the discretion of the arbitrator, be permitted  
6784 in the manner provided by the Florida Rules of Civil Procedure.  
6785 Rules adopted by the division may authorize any reasonable  
6786 sanctions except contempt for a violation of the arbitration  
6787 procedural rules of the division or for the failure of a party  
6788 to comply with a reasonable nonfinal order issued by an  
6789 arbitrator which is not under judicial review.

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6790 (k) The arbitration decision shall be presented to the  
6791 parties in writing. An arbitration decision is final in those  
6792 disputes in which the parties have agreed to be bound. An  
6793 arbitration decision is also final if a complaint for a trial de  
6794 novo is not filed in a court of competent jurisdiction in which  
6795 the common interest community ~~condominium~~ is located within 30  
6796 days. The right to file for a trial de novo entitles the parties  
6797 to file a complaint in the appropriate trial court for a  
6798 judicial resolution of the dispute. The prevailing party in an  
6799 arbitration proceeding shall be awarded the costs of the  
6800 arbitration and reasonable attorney ~~attorney's~~ fees in an amount  
6801 determined by the arbitrator. Such an award shall include the  
6802 costs and reasonable attorney ~~attorney's~~ fees incurred in the  
6803 arbitration proceeding as well as the costs and reasonable  
6804 attorney ~~attorney's~~ fees incurred in preparing for and attending  
6805 any scheduled mediation.

6806 (l) The party who files a complaint for a trial de novo  
6807 shall be assessed the other party's arbitration costs, court  
6808 costs, and other reasonable costs, including attorney ~~attorney's~~  
6809 fees, investigation expenses, and expenses for expert or other  
6810 testimony or evidence incurred after the arbitration hearing if  
6811 the judgment upon the trial de novo is not more favorable than  
6812 the arbitration decision. If the judgment is more favorable, the  
6813 party who filed a complaint for trial de novo shall be awarded  
6814 reasonable court costs and attorney ~~attorney's~~ fees.

6815 (m) Any party to an arbitration proceeding may enforce an  
6816 arbitration award by filing a petition in a court of competent  
6817 jurisdiction in which the common interest community ~~condominium~~  
6818 is located. A petition may not be granted unless the time for

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6819 appeal by the filing of a complaint for trial de novo has  
6820 expired. If a complaint for a trial de novo has been filed, a  
6821 petition may not be granted with respect to an arbitration award  
6822 that has been stayed. If the petition for enforcement is  
6823 granted, the petitioner shall recover reasonable attorney  
6824 ~~attorney's~~ fees and costs incurred in enforcing the arbitration  
6825 award. A mediation settlement may also be enforced through the  
6826 county or circuit court, as applicable, and any costs and fees  
6827 incurred in the enforcement of a settlement agreement reached at  
6828 mediation must be awarded to the prevailing party in any  
6829 enforcement action.

6830 (5) DISPUTES INVOLVING ELECTION IRREGULARITIES.—Every  
6831 arbitration petition received by the division and required to be  
6832 filed under this section challenging the legality of the  
6833 election of any director of the board of administration must be  
6834 handled on an expedited basis ~~in the manner provided by the~~  
6835 ~~division's rules for recall arbitration disputes.~~

6836 (6) APPLICABILITY.—This section does not apply to a  
6837 nonresidential common interest community ~~condominium~~ unless  
6838 otherwise specifically provided for in the documents ~~declaration~~  
6839 of the nonresidential common interest community ~~condominium~~.

6840 Section 76. Section 718.1256, Florida Statutes, is amended  
6841 to read:

6842 718.1256 Common interest communities ~~Condominiums~~ as  
6843 residential property.—For the purpose of property and casualty  
6844 insurance risk classification, common interest communities  
6845 ~~condominiums~~ shall be classed as residential property.

6846 Section 77. Section 718.1265, Florida Statutes, is amended  
6847 to read:

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6848 718.1265 Association emergency powers.—

6849 (1) To the extent allowed by law and unless specifically  
6850 prohibited by the documents ~~declaration~~ of the common interest  
6851 community ~~condominium~~, the articles, or the bylaws of an  
6852 association, and consistent with the provisions of s. 617.0830,  
6853 the board of administration, in response to damage caused by an  
6854 event for which a state of emergency is declared pursuant to s.  
6855 252.36 in the locale in which the common interest community  
6856 ~~condominium~~ is located, may, but is not required to, exercise  
6857 the following powers:

6858 (a) Conduct board meetings and membership meetings with  
6859 notice given as is practicable. Such notice may be given in any  
6860 practicable manner, including publication, radio, United States  
6861 mail, the Internet, public service announcements, and  
6862 conspicuous posting on the common interest community ~~condominium~~  
6863 property or any other means the board deems reasonable under the  
6864 circumstances. Notice of board decisions may be communicated as  
6865 provided in this paragraph.

6866 (b) Cancel and reschedule any association meeting.

6867 (c) Name as assistant officers persons who are not  
6868 directors, which assistant officers shall have the same  
6869 authority as the executive officers to whom they are assistants  
6870 during the state of emergency to accommodate the incapacity or  
6871 unavailability of any officer of the association.

6872 (d) Relocate the association's principal office or  
6873 designate alternative principal offices.

6874 (e) Enter into agreements with local counties and  
6875 municipalities to assist counties and municipalities with debris  
6876 removal.

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6877 (f) Implement a disaster plan before or immediately  
6878 following the event for which a state of emergency is declared  
6879 which may include, but is not limited to, shutting down or off  
6880 elevators; electricity; water, sewer, or security systems; or  
6881 air conditioners.

6882 (g) Based upon advice of emergency management officials or  
6883 upon the advice of licensed professionals retained by the board,  
6884 determine any portion of the common interest community  
6885 ~~condominium~~ property unavailable for entry or occupancy by unit  
6886 owners, family members, tenants, guests, agents, or invitees to  
6887 protect the health, safety, or welfare of such persons.

6888 (h) Require the evacuation of the common interest community  
6889 ~~condominium~~ property in the event of a mandatory evacuation  
6890 order in the locale in which the common interest community  
6891 ~~condominium~~ is located. Should any unit owner or other occupant  
6892 of a common interest community ~~condominium~~ fail or refuse to  
6893 evacuate the common interest community ~~condominium~~ property  
6894 where the board has required evacuation, the association shall  
6895 be immune from liability or injury to persons or property  
6896 arising from such failure or refusal.

6897 (i) Based upon advice of emergency management officials or  
6898 upon the advice of licensed professionals retained by the board,  
6899 determine whether the common interest community ~~condominium~~  
6900 property can be safely inhabited or occupied. However, such  
6901 determination is not conclusive as to any determination of  
6902 habitability pursuant to the documents ~~declaration~~.

6903 (j) Mitigate further damage, including taking action to  
6904 contract for the removal of debris and to prevent or mitigate  
6905 the spread of fungus, including, but not limited to, mold or

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6906 mildew, by removing and disposing of wet drywall, insulation,  
6907 carpet, cabinetry, or other fixtures on or within the common  
6908 interest community ~~condominium~~ property, even if the unit owner  
6909 is obligated by the documents ~~declaration~~ or law to insure or  
6910 replace those fixtures and to remove personal property from a  
6911 unit.

6912 (k) Contract, on behalf of any unit owner or owners, for  
6913 items or services for which the owners are otherwise  
6914 individually responsible, but which are necessary to prevent  
6915 further damage to the common interest community ~~condominium~~  
6916 property. In such event, the unit owner or owners on whose  
6917 behalf the board has contracted are responsible for reimbursing  
6918 the association for the actual costs of the items or services,  
6919 and the association may use its lien authority provided by s.  
6920 718.116 to enforce collection of the charges. Without  
6921 limitation, such items or services may include the drying of  
6922 units, the boarding of broken windows or doors, and the  
6923 replacement of damaged air conditioners or air handlers to  
6924 provide climate control in the units or other portions of the  
6925 property.

6926 (l) Regardless of any provision to the contrary and even if  
6927 such authority does not specifically appear in the documents  
6928 ~~declaration~~ of the common interest community ~~condominium~~,  
6929 articles, or bylaws of the association, levy special assessments  
6930 without a vote of the owners.

6931 (m) Without unit owners' approval, borrow money and pledge  
6932 association assets as collateral to fund emergency repairs and  
6933 carry out the duties of the association when operating funds are  
6934 insufficient. This paragraph does not limit the general

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6935 authority of the association to borrow money, subject to such  
6936 restrictions as are contained in the documents ~~declaration~~ of  
6937 the common interest community condominium, articles, or bylaws  
6938 of the association.

6939 (2) The special powers authorized under subsection (1)  
6940 shall be limited to that time reasonably necessary to protect  
6941 the health, safety, and welfare of the association and the unit  
6942 owners and the unit owners' family members, tenants, guests,  
6943 agents, or invitees and shall be reasonably necessary to  
6944 mitigate further damage and make emergency repairs.

6945 Section 78. Section 718.127, Florida Statutes, is amended  
6946 to read:

6947 718.127 Receivership notification.—Upon the appointment of  
6948 a receiver by a court for any reason relating to a common  
6949 interest community condominium association, the court shall  
6950 direct the receiver to provide to all unit owners written notice  
6951 of his or her appointment as receiver. Such notice shall be  
6952 mailed or delivered within 10 days after the appointment. Notice  
6953 by mail to a unit owner shall be sent to the address used by the  
6954 county property appraiser for notice to the unit owner.

6955 Section 79. Section 719.114, Florida Statutes, is  
6956 transferred and renumbered as section 718.129, Florida Statutes.

6957 Section 80. Section 718.202, Florida Statutes, is amended  
6958 to read:

6959 718.202 Sales or reservation deposits prior to closing.—

6960 (1) If a developer contracts to sell a common interest  
6961 community condominium parcel and the construction, furnishing,  
6962 and landscaping of the property submitted or proposed to be  
6963 submitted to common interest community condominium ownership has

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6964 not been substantially completed in accordance with the plans  
6965 and specifications and representations made by the developer in  
6966 the disclosures required by this chapter, the developer shall  
6967 pay into an escrow account all payments up to 10 percent of the  
6968 sale price received by the developer from the buyer towards the  
6969 sale price. The escrow agent shall give to the purchaser a  
6970 receipt for the deposit, upon request. In lieu of the foregoing,  
6971 the division director has the discretion to accept other  
6972 assurances, including, but not limited to, a surety bond or an  
6973 irrevocable letter of credit in an amount equal to the escrow  
6974 requirements of this section. Default determinations and refund  
6975 of deposits shall be governed by the escrow release provision of  
6976 this subsection. Funds shall be released from escrow as follows:

6977 (a) If a buyer properly terminates the contract pursuant to  
6978 its terms or pursuant to this chapter, the funds shall be paid  
6979 to the buyer together with any interest earned.

6980 (b) If the buyer defaults in the performance of his or her  
6981 obligations under the contract of purchase and sale, the funds  
6982 shall be paid to the developer together with any interest  
6983 earned.

6984 (c) If the contract does not provide for the payment of any  
6985 interest earned on the escrowed funds, interest shall be paid to  
6986 the developer at the closing of the transaction.

6987 (d) If the funds of a buyer have not been previously  
6988 disbursed in accordance with the provisions of this subsection,  
6989 they may be disbursed to the developer by the escrow agent at  
6990 the closing of the transaction, unless prior to the disbursement  
6991 the escrow agent receives from the buyer written notice of a  
6992 dispute between the buyer and developer.

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6993 (2) All payments which are in excess of the 10 percent of  
6994 the sale price described in subsection (1) and which have been  
6995 received prior to completion of construction by the developer  
6996 from the buyer on a contract for purchase of a common interest  
6997 community condominium parcel shall be held in a special escrow  
6998 account established as provided in subsection (1) and controlled  
6999 by an escrow agent and may not be used by the developer prior to  
7000 closing the transaction, except as provided in subsection (3) or  
7001 except for refund to the buyer. If the money remains in this  
7002 special account for more than 3 months and earns interest, the  
7003 interest shall be paid as provided in subsection (1).

7004 (3) If the contract for sale of the common interest  
7005 community condominium unit so provides, the developer may  
7006 withdraw escrow funds in excess of 10 percent of the purchase  
7007 price from the special account required by subsection (2) when  
7008 the construction of improvements has begun. He or she may use  
7009 the funds in the actual construction and development of the  
7010 common interest community condominium property in which the unit  
7011 to be sold is located. However, no part of these funds may be  
7012 used for salaries, commissions, or expenses of salespersons or  
7013 for advertising purposes. A contract which permits use of the  
7014 advance payments for these purposes shall include the following  
7015 legend conspicuously printed or stamped in boldfaced type on the  
7016 first page of the contract and immediately above the place for  
7017 the signature of the buyer: ANY PAYMENT IN EXCESS OF 10 PERCENT  
7018 OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING  
7019 PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES  
7020 BY THE DEVELOPER.

7021 (4) The term "completion of construction" means issuance of

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7022 a certificate of occupancy for the entire building or  
7023 improvement, or the equivalent authorization issued by the  
7024 governmental body having jurisdiction, and, in a jurisdiction  
7025 where no certificate of occupancy or equivalent authorization is  
7026 issued, it means substantial completion of construction,  
7027 finishing, and equipping of the building or improvements  
7028 according to the plans and specifications.

7029 (5) The failure to comply with the provisions of this  
7030 section renders the contract voidable by the buyer, and, if  
7031 voided, all sums deposited or advanced under the contract shall  
7032 be refunded with interest at the highest rate then being paid on  
7033 savings accounts, excluding certificates of deposit, by savings  
7034 and loan associations in the area in which the common interest  
7035 community condominium property is located.

7036 (6) If a developer enters into a reservation agreement, the  
7037 developer shall pay into an escrow account all reservation  
7038 deposit payments. Reservation deposits shall be payable to the  
7039 escrow agent, who shall give to the prospective purchaser a  
7040 receipt for the deposit, acknowledging that the deposit is being  
7041 held pursuant to the requirements of this subsection. The funds  
7042 may be placed in either interest-bearing or non-interest-bearing  
7043 accounts, provided that the funds shall at all reasonable times  
7044 be available for withdrawal in full by the escrow agent. The  
7045 developer shall maintain separate records for each common  
7046 interest community condominium or proposed common interest  
7047 community condominium for which deposits are being accepted.  
7048 Upon written request to the escrow agent by the prospective  
7049 purchaser or developer, the funds shall be immediately and  
7050 without qualification refunded in full to the prospective

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7051 purchaser. Upon such refund, any interest shall be paid to the  
7052 prospective purchaser, unless otherwise provided in the  
7053 reservation agreement. A reservation deposit shall not be  
7054 released directly to the developer except as a down payment on  
7055 the purchase price simultaneously with or subsequent to the  
7056 execution of a contract. Upon the execution of a purchase  
7057 agreement for a unit, any funds paid by the purchaser as a  
7058 deposit to reserve the unit pursuant to a reservation agreement,  
7059 and any interest thereon, shall cease to be subject to the  
7060 provisions of this subsection and shall instead be subject to  
7061 the provisions of subsections (1)-(5).

7062 (7) Any developer who willfully fails to comply with the  
7063 provisions of this section concerning establishment of an escrow  
7064 account, deposits of funds into escrow, and withdrawal of funds  
7065 from escrow is guilty of a felony of the third degree,  
7066 punishable as provided in s. 775.082, s. 775.083, or s. 775.084,  
7067 or the successor thereof. The failure to establish an escrow  
7068 account or to place funds in an escrow account is prima facie  
7069 evidence of an intentional and purposeful violation of this  
7070 section.

7071 (8) Every escrow account required by this section shall be  
7072 established with a bank; a savings and loan association; an  
7073 attorney who is a member of The Florida Bar; a real estate  
7074 broker registered under chapter 475; a title insurer authorized  
7075 to do business in this state, acting through either its  
7076 employees or a title insurance agent licensed under chapter 626;  
7077 or any financial lending institution having a net worth in  
7078 excess of \$5 million. The escrow agent shall not be located  
7079 outside the state unless, pursuant to the escrow agreement, the

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7080 escrow agent submits to the jurisdiction of the division and the  
7081 courts of this state for any cause of action arising from the  
7082 escrow. Every escrow agent shall be independent of the  
7083 developer, and no developer or any officer, director, affiliate,  
7084 subsidiary, or employee of a developer may serve as escrow  
7085 agent. Escrow funds may be invested only in securities of the  
7086 United States or an agency thereof or in accounts in  
7087 institutions the deposits of which are insured by an agency of  
7088 the United States.

7089 (9) Any developer who is subject to the provisions of this  
7090 section is not subject to the provisions of s. 501.1375.

7091 (10) Nothing in this section shall be construed to require  
7092 any filing with the division in the case of common interest  
7093 communities ~~econdominiums~~ other than residential common interest  
7094 communities ~~econdominiums~~.

7095 (11) All funds deposited into escrow pursuant to subsection  
7096 (1) or subsection (2) may be held in one or more escrow accounts  
7097 by the escrow agent. If only one escrow account is used, the  
7098 escrow agent must maintain separate accounting records for each  
7099 purchaser and for amounts separately covered under subsections  
7100 (1) and (2) and, if applicable, released to the developer  
7101 pursuant to subsection (3). Separate accounting by the escrow  
7102 agent of the escrow funds constitutes compliance with this  
7103 section even if the funds are held by the escrow agent in a  
7104 single escrow account. It is the intent of this subsection to  
7105 clarify existing law.

7106 Section 81. Section 718.203, Florida Statutes, is amended  
7107 to read:

7108 718.203 Warranties.—

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7109 (1) The developer shall be deemed to have granted to the  
7110 purchaser of each unit an implied warranty of fitness and  
7111 merchantability for the purposes or uses intended as follows:

7112 (a) As to each unit, a warranty for 3 years commencing with  
7113 the completion of the building containing the unit.

7114 (b) As to the personal property that is transferred with,  
7115 or appurtenant to, each unit, a warranty which is for the same  
7116 period as that provided by the manufacturer of the personal  
7117 property, commencing with the date of closing of the purchase or  
7118 the date of possession of the unit, whichever is earlier.

7119 (c) As to all other improvements for the use of unit  
7120 owners, a 3-year warranty commencing with the date of completion  
7121 of the improvements.

7122 (d) As to all other personal property for the use of unit  
7123 owners, a warranty which shall be the same as that provided by  
7124 the manufacturer of the personal property.

7125 (e) As to the roof and structural components of a building  
7126 or other improvements and as to mechanical, electrical, and  
7127 plumbing elements serving improvements or a building, except  
7128 mechanical elements serving only one unit, a warranty for a  
7129 period beginning with the completion of construction of each  
7130 building or improvement and continuing for 3 years thereafter or  
7131 1 year after owners other than the developer obtain control of  
7132 the association, whichever occurs last, but in no event more  
7133 than 5 years.

7134 (f) As to all other property which is conveyed with a unit,  
7135 a warranty to the initial purchaser of each unit for a period of  
7136 1 year from the date of closing of the purchase or the date of  
7137 possession, whichever occurs first.

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7138 (2) The contractor, and all subcontractors and suppliers,  
7139 grant to the developer and to the purchaser of each unit implied  
7140 warranties of fitness as to the work performed or materials  
7141 supplied by them as follows:

7142 (a) For a period of 3 years from the date of completion of  
7143 construction of a building or improvement, a warranty as to the  
7144 roof and structural components of the building or improvement  
7145 and mechanical and plumbing elements serving a building or an  
7146 improvement, except mechanical elements serving only one unit.

7147 (b) For a period of 1 year after completion of all  
7148 construction, a warranty as to all other improvements and  
7149 materials.

7150 (3) "Completion of a building or improvement" means  
7151 issuance of a certificate of occupancy, whether temporary or  
7152 otherwise, that allows for occupancy or use of the entire  
7153 building or improvement, or an equivalent authorization issued  
7154 by the governmental body having jurisdiction. In jurisdictions  
7155 where no certificate of occupancy or equivalent authorization is  
7156 issued, the term means substantial completion of construction,  
7157 finishing, and equipping of the building or improvement  
7158 according to the plans and specifications.

7159 (4) These warranties are conditioned upon routine  
7160 maintenance being performed, unless the maintenance is an  
7161 obligation of the developer or a developer-controlled  
7162 association.

7163 (5) The warranties provided by this section shall inure to  
7164 the benefit of each owner and his or her successor owners and to  
7165 the benefit of the developer.

7166 (6) Nothing in this section affects a common interest

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7167 community ~~condominium~~ as to which rights are established by  
7168 contracts for sale of 10 percent or more of the units in the  
7169 common interest community ~~condominium~~ by the developer to  
7170 prospective unit owners prior to July 1, 1974, or as to common  
7171 interest community ~~condominium~~ buildings on which construction  
7172 has been commenced prior to July 1, 1974.

7173 (7) Residential common interest communities ~~condominiums~~  
7174 may be covered by an insured warranty program underwritten by a  
7175 licensed insurance company registered in this state, provided  
7176 that such warranty program meets the minimum requirements of  
7177 this chapter; to the degree that such warranty program does not  
7178 meet the minimum requirements of this chapter, such requirements  
7179 shall apply.

7180 Section 82. Section 718.301, Florida Statutes, is amended  
7181 to read:

7182 718.301 Transfer of association control; claims of defect  
7183 by association.—

7184 (1) If unit owners other than the developer own 15 percent  
7185 or more of the units in a common interest community ~~condominium~~  
7186 that will be operated ultimately by an association, the unit  
7187 owners other than the developer are entitled to elect at least  
7188 one-third of the members of the board of administration of the  
7189 association. Unit owners other than the developer are entitled  
7190 to elect at least a majority of the members of the board of  
7191 administration of an association, upon the first to occur of any  
7192 of the following events:

7193 (a) Three years after 50 percent of the units that will be  
7194 operated ultimately by the association have been conveyed to  
7195 purchasers;

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7196 (b) Three months after 90 percent of the units that will be  
7197 operated ultimately by the association have been conveyed to  
7198 purchasers;

7199 (c) When all the units that will be operated ultimately by  
7200 the association have been completed, some of them have been  
7201 conveyed to purchasers, and none of the others are being offered  
7202 for sale by the developer in the ordinary course of business;

7203 (d) When some of the units have been conveyed to purchasers  
7204 and none of the others are being constructed or offered for sale  
7205 by the developer in the ordinary course of business;

7206 (e) When the developer files a petition seeking protection  
7207 in bankruptcy;

7208 (f) When a receiver for the developer is appointed by a  
7209 circuit court and is not discharged within 30 days after such  
7210 appointment, unless the court determines within 30 days after  
7211 appointment of the receiver that transfer of control would be  
7212 detrimental to the association or its members; or

7213 (g) Seven years after the date of the recording of the  
7214 certificate of a surveyor and mapper pursuant to s. 718.104(6)  
7215 ~~718.104(4)(e)~~ or the recording of an instrument that transfers  
7216 title to a unit in the common interest community ~~condominium~~  
7217 which is not accompanied by a recorded assignment of developer  
7218 rights in favor of the grantee of such unit, whichever occurs  
7219 first; or, in the case of an association that may ultimately  
7220 operate more than one common interest community, 7 years after  
7221 the date of the recording of the certificate of a surveyor and  
7222 mapper pursuant to s. 718.104(6) or the recording of an  
7223 instrument that transfers title to a unit in the common interest  
7224 community which is not accompanied by a recorded assignment of

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7225 developer rights in favor of the grantee of such unit, whichever  
7226 occurs first, for the first common interest community it  
7227 operates; or, in the case of an association operating a phase  
7228 common interest community created pursuant to s. 718.403  
7229 ~~condominium~~, 7 years after the date of the recording of the  
7230 certificate of a surveyor and mapper pursuant to s. 718.104(6)  
7231 ~~718.104(4)(e)~~ or the recording of an instrument that transfers  
7232 title to a unit in the common interest community which is not  
7233 accompanied by a recorded assignment of developer rights in  
7234 favor of the grantee of such unit, whichever occurs first, ~~for~~  
7235 ~~the first condominium it operates; or, in the case of an~~  
7236 ~~association operating a phase condominium created pursuant to s.~~  
7237 ~~718.403, 7 years after the date of the recording of the~~  
7238 ~~certificate of a surveyor and mapper pursuant to s.~~  
7239 ~~718.104(4)(e) or the recording of an instrument that transfers~~  
7240 ~~title to a unit which is not accompanied by a recorded~~  
7241 ~~assignment of developer rights in favor of the grantee of such~~  
7242 ~~unit, whichever occurs first.~~

7243  
7244 The developer is entitled to elect at least one member of the  
7245 board of administration of an association as long as the  
7246 developer holds for sale in the ordinary course of business at  
7247 least 5 percent, in common interest communities ~~condominiums~~  
7248 with fewer than 500 units, and 2 percent, in common interest  
7249 communities ~~condominiums~~ with more than 500 units, of the units  
7250 in a common interest community ~~condominium~~ operated by the  
7251 association. After the developer relinquishes control of the  
7252 association, the developer may exercise the right to vote any  
7253 developer-owned units in the same manner as any other unit owner

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7254 except for purposes of reacquiring control of the association or  
7255 selecting the majority members of the board of administration.

7256 (2) Within 75 days after the unit owners other than the  
7257 developer are entitled to elect a member or members of the board  
7258 of administration of an association, the association shall call,  
7259 and give not less than 60 days' notice of an election for the  
7260 members of the board of administration. The election shall  
7261 proceed as provided in s. 718.112(2)(d). The notice may be given  
7262 by any unit owner if the association fails to do so. Upon  
7263 election of the first unit owner other than the developer to the  
7264 board of administration, the developer shall forward to the  
7265 division the name and mailing address of the unit owner board  
7266 member.

7267 (3) If a developer holds units for sale in the ordinary  
7268 course of business, none of the following actions may be taken  
7269 without approval in writing by the developer:

7270 (a) Assessment of the developer as a unit owner for capital  
7271 improvements.

7272 (b) Any action by the association that would be detrimental  
7273 to the sales of units by the developer. However, an increase in  
7274 assessments for common expenses without discrimination against  
7275 the developer shall not be deemed to be detrimental to the sales  
7276 of units.

7277 (4) At the time that unit owners other than the developer  
7278 elect a majority of the members of the board of administration  
7279 of an association, the developer shall relinquish control of the  
7280 association, and the unit owners shall accept control.  
7281 Simultaneously, or for the purposes of paragraph (c) not more  
7282 than 90 days thereafter, the developer shall deliver to the

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7283 association, at the developer's expense, all property of the  
7284 unit owners and of the association which is held or controlled  
7285 by the developer, including, but not limited to, the following  
7286 items, if applicable, as to each common interest community  
7287 ~~condominium~~ operated by the association:

7288 (a)1. The original or a photocopy of the recorded documents  
7289 ~~declaration~~ of the common interest community ~~condominium~~ and all  
7290 amendments thereto. If a photocopy is provided, it must be  
7291 certified by affidavit of the developer or an officer or agent  
7292 of the developer as being a complete copy of the actual recorded  
7293 documents ~~declaration~~.

7294 2. A certified copy of the articles of incorporation of the  
7295 association or, if the association was created prior to the  
7296 effective date of this act and it is not incorporated, copies of  
7297 the documents creating the association.

7298 3. A copy of the bylaws.

7299 4. The minute books, including all minutes, and other books  
7300 and records of the association, if any.

7301 5. Any house rules and regulations that have been  
7302 promulgated.

7303 (b) Resignations of officers and members of the board of  
7304 administration who are required to resign because the developer  
7305 is required to relinquish control of the association.

7306 (c) The financial records, including financial statements  
7307 of the association, and source documents from the incorporation  
7308 of the association through the date of turnover. The records  
7309 must be audited for the period from the incorporation of the  
7310 association or from the period covered by the last audit, if an  
7311 audit has been performed for each fiscal year since

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7312 incorporation, by an independent certified public accountant.  
7313 All financial statements must be prepared in accordance with  
7314 generally accepted accounting principles and must be audited in  
7315 accordance with generally accepted auditing standards, as  
7316 prescribed by the Florida Board of Accountancy, pursuant to  
7317 chapter 473. The accountant performing the audit shall examine  
7318 to the extent necessary supporting documents and records,  
7319 including the cash disbursements and related paid invoices to  
7320 determine if expenditures were for association purposes and the  
7321 billings, cash receipts, and related records to determine that  
7322 the developer was charged and paid the proper amounts of  
7323 assessments.

7324 (d) Association funds or control thereof.

7325 (e) All tangible personal property that is property of the  
7326 association, which is represented by the developer to be part of  
7327 the common elements or which is ostensibly part of the common  
7328 elements, and an inventory of that property.

7329 (f) A copy of the plans and specifications utilized in the  
7330 construction or remodeling of improvements and the supplying of  
7331 equipment to the common interest community ~~condominium~~ and in  
7332 the construction and installation of all mechanical components  
7333 serving the improvements and the site with a certificate in  
7334 affidavit form of the developer or the developer's agent or an  
7335 architect or engineer authorized to practice in this state that  
7336 such plans and specifications represent, to the best of his or  
7337 her knowledge and belief, the actual plans and specifications  
7338 utilized in the construction and improvement of the common  
7339 interest community ~~condominium~~ property and for the construction  
7340 and installation of the mechanical components serving the

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7341 improvements. If the common interest community ~~condominium~~  
7342 property has been declared a common interest community  
7343 ~~condominium~~ more than 3 years after the completion of  
7344 construction or remodeling of the improvements, the requirements  
7345 of this paragraph do not apply.

7346 (g) A list of the names and addresses of all contractors,  
7347 subcontractors, and suppliers utilized in the construction or  
7348 remodeling of the improvements and in the landscaping of the  
7349 common interest community ~~condominium~~ or association property  
7350 which the developer had knowledge of at any time in the  
7351 development of the common interest community ~~condominium~~.

7352 (h) Insurance policies.

7353 (i) Copies of any certificates of occupancy that may have  
7354 been issued for the common interest community ~~condominium~~  
7355 property.

7356 (j) Any other permits applicable to the common interest  
7357 community ~~condominium~~ property which have been issued by  
7358 governmental bodies and are in force or were issued within 1  
7359 year prior to the date the unit owners other than the developer  
7360 took control of the association.

7361 (k) All written warranties of the contractor,  
7362 subcontractors, suppliers, and manufacturers, if any, that are  
7363 still effective.

7364 (l) A roster of unit owners and their addresses and  
7365 telephone numbers, if known, as shown on the developer's  
7366 records.

7367 (m) Leases of the common elements and other leases to which  
7368 the association is a party.

7369 (n) Employment contracts or service contracts in which the

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7370 association is one of the contracting parties or service  
 7371 contracts in which the association or the unit owners have an  
 7372 obligation or responsibility, directly or indirectly, to pay  
 7373 some or all of the fee or charge of the person or persons  
 7374 performing the service.

7375 (o) All other contracts to which the association is a  
 7376 party.

7377 (p) A report included in the official records, under seal  
 7378 of an architect or engineer authorized to practice in this  
 7379 state, attesting to required maintenance, useful life, and  
 7380 replacement costs of the following applicable common elements  
 7381 comprising a turnover inspection report:

- 7382 1. Roof.
- 7383 2. Structure.
- 7384 3. Fireproofing and fire protection systems.
- 7385 4. Elevators.
- 7386 5. Heating and cooling systems.
- 7387 6. Plumbing.
- 7388 7. Electrical systems.
- 7389 8. Swimming pool or spa and equipment.
- 7390 9. Seawalls.
- 7391 10. Pavement and parking areas.
- 7392 11. Drainage systems.
- 7393 12. Painting.
- 7394 13. Irrigation systems.

7395 (q) A copy of the certificate of a surveyor and mapper  
 7396 recorded pursuant to s. 718.104(6) ~~718.104(4)(e)~~ or the recorded  
 7397 instrument that transfers title to a unit in the common interest  
 7398 community condominium which is not accompanied by a recorded

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7399 assignment of developer rights in favor of the grantee of such  
7400 unit, whichever occurred first.

7401 (5) If, during the period before ~~prior to~~ the time that the  
7402 developer relinquishes control of the association pursuant to  
7403 subsection (4), any provision of the Common Interest Community  
7404 ~~Condominium~~ Act or any rule adopted ~~promulgated~~ thereunder is  
7405 violated by the association, the developer is responsible for  
7406 such violation and is subject to the administrative action  
7407 provided in this chapter for such violation or violations and is  
7408 liable for such violation or violations to third parties. This  
7409 subsection is intended to clarify existing law.

7410 (6) Before ~~Prior to~~ the developer relinquishes  
7411 ~~relinquishing~~ control of the association pursuant to subsection  
7412 (4), actions taken by members of the board of administration  
7413 designated by the developer are considered actions taken by the  
7414 developer, and the developer is responsible to the association  
7415 and its members for all such actions.

7416 (7) In any claim against a developer by an association  
7417 alleging a defect in design, structural elements, construction,  
7418 or any mechanical, electrical, fire protection, plumbing, or  
7419 other element that requires a licensed professional for design  
7420 or installation under chapter 455, chapter 471, chapter 481,  
7421 chapter 489, or chapter 633, such defect must be examined and  
7422 certified by an appropriately licensed Florida engineer, design  
7423 professional, contractor, or otherwise licensed Florida  
7424 individual or entity.

7425 (8) The division has authority to adopt rules pursuant to  
7426 the Administrative Procedure Act to ensure the efficient and  
7427 effective transition from developer control of a common interest

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7428 community ~~condominium~~ to the establishment of a unit-owner  
7429 controlled association.

7430 Section 83. Section 718.302, Florida Statutes, is amended  
7431 to read:

7432 718.302 Agreements entered into by the association.—

7433 (1) Any grant or reservation made by a declaration, lease,  
7434 or other document, and any contract made by an association  
7435 before ~~prior to~~ assumption of control of the association by unit  
7436 owners other than the developer, which ~~that~~ provides for  
7437 operation, maintenance, or management of a common interest  
7438 community ~~condominium~~ association or property serving the unit  
7439 owners of a common interest community ~~condominium~~ shall be fair  
7440 and reasonable, and such grant, reservation, or contract may be  
7441 canceled by unit owners other than the developer:

7442 (a) If the association operates only one common interest  
7443 community ~~condominium~~ and the unit owners other than the  
7444 developer have assumed control of the association, or if unit  
7445 owners other than the developer own not less than 75 percent of  
7446 the voting interests in the common interest community  
7447 ~~condominium~~, the cancellation shall be by concurrence of the  
7448 owners of not less than 75 percent of the voting interests other  
7449 than the voting interests owned by the developer. If a grant,  
7450 reservation, or contract is so canceled and the unit owners  
7451 other than the developer have not assumed control of the  
7452 association, the association shall make a new contract or  
7453 otherwise provide for maintenance, management, or operation in  
7454 lieu of the canceled obligation, at the direction of the owners  
7455 of not less than a majority of the voting interests in the  
7456 common interest community ~~condominium~~ other than the voting

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7457 interests owned by the developer.

7458 (b) If the association operates more than one common  
7459 interest community ~~condominium~~ and the unit owners other than  
7460 the developer have not assumed control of the association, and  
7461 if unit owners other than the developer own at least 75 percent  
7462 of the voting interests in a common interest community  
7463 ~~condominium~~ operated by the association, any grant, reservation,  
7464 or contract for maintenance, management, or operation of  
7465 buildings containing the units in that common interest community  
7466 ~~condominium~~ or of improvements used only by unit owners of that  
7467 common interest community ~~condominium~~ may be canceled by  
7468 concurrence of the owners of at least 75 percent of the voting  
7469 interests in the common interest community ~~condominium~~ other  
7470 than the voting interests owned by the developer. No grant,  
7471 reservation, or contract for maintenance, management, or  
7472 operation of recreational areas or any other property serving  
7473 more than one common interest community ~~condominium~~, and  
7474 operated by more than one association, may be canceled except  
7475 pursuant to paragraph (d).

7476 (c) If the association operates more than one common  
7477 interest community ~~condominium~~ and the unit owners other than  
7478 the developer have assumed control of the association, the  
7479 cancellation shall be by concurrence of the owners of not less  
7480 than 75 percent of the total number of voting interests in all  
7481 common interest communities ~~condominiums~~ operated by the  
7482 association other than the voting interests owned by the  
7483 developer.

7484 (d) If the owners of units in a common interest community  
7485 ~~condominium~~ have the right to use property in common with owners

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7486 of units in other common interest communities ~~condominiums~~ and  
7487 those common interest communities ~~condominiums~~ are operated by  
7488 more than one association, no grant, reservation, or contract  
7489 for maintenance, management, or operation of the property  
7490 serving more than one common interest community ~~condominium~~ may  
7491 be canceled until unit owners other than the developer have  
7492 assumed control of all of the associations operating the common  
7493 interest communities ~~condominiums~~ that are to be served by the  
7494 recreational area or other property, after which cancellation  
7495 may be effected by concurrence of the owners of not less than 75  
7496 percent of the total number of voting interests in those common  
7497 interest communities ~~condominiums~~ other than voting interests  
7498 owned by the developer.

7499 (2) Any grant or reservation made by a declaration, lease,  
7500 or other document, or any contract made by the developer or  
7501 association prior to the time when unit owners other than the  
7502 developer elect a majority of the board of administration, which  
7503 grant, reservation, or contract requires the association to  
7504 purchase common interest community ~~condominium~~ property or to  
7505 lease common interest community ~~condominium~~ property to another  
7506 party, shall be deemed ratified unless rejected by a majority of  
7507 the voting interests of unit owners other than the developer  
7508 within 18 months after unit owners other than the developer  
7509 elect a majority of the board of administration. This subsection  
7510 does not apply to any grant or reservation made by documents ~~a~~  
7511 ~~declaration~~ whereby persons other than the developer or the  
7512 developer's heirs, assigns, affiliates, directors, officers, or  
7513 employees are granted the right to use the common interest  
7514 community ~~condominium~~ property, so long as such persons are

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7515 obligated to pay, at a minimum, a proportionate share of the  
7516 cost associated with such property.

7517 (3) Any grant or reservation made by documents ~~a~~  
7518 ~~declaration, a~~ lease, or other document, and any contract made  
7519 by an association, whether before or after assumption of control  
7520 of the association by unit owners other than the developer, that  
7521 provides for operation, maintenance, or management of a common  
7522 interest community ~~condominium~~ association or property serving  
7523 the unit owners of a common interest community ~~condominium~~ shall  
7524 not be in conflict with the powers and duties of the association  
7525 or the rights of the unit owners as provided in this chapter.  
7526 This subsection is intended only as a clarification of existing  
7527 law.

7528 (4) Any grant or reservation made by documents ~~a~~  
7529 ~~declaration, a~~ lease, or other document, and any contract made  
7530 by an association prior to assumption of control of the  
7531 association by unit owners other than the developer, shall be  
7532 fair and reasonable.

7533 (5) It is declared that the public policy of this state  
7534 prohibits the inclusion or enforcement of escalation clauses in  
7535 management contracts for common interest communities  
7536 ~~condominiums~~, and such clauses are hereby declared void for  
7537 public policy. For the purposes of this section, an escalation  
7538 clause is any clause in a common interest community ~~condominium~~  
7539 management contract which provides that the fee under the  
7540 contract shall increase at the same percentage rate as any  
7541 nationally recognized and conveniently available commodity or  
7542 consumer price index.

7543 (6) Any action to compel compliance with the provisions of

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7544 this section or of s. 718.301 may be brought pursuant to the  
7545 summary procedure provided for in s. 51.011. In any such action  
7546 brought to compel compliance with the provisions of s. 718.301,  
7547 the prevailing party is entitled to recover reasonable attorney  
7548 ~~attorney's~~ fees.

7549 Section 84. Section 718.3025, Florida Statutes, is amended  
7550 to read:

7551 718.3025 Agreements for operation, maintenance, or  
7552 management of common interest communities ~~condominiums~~; specific  
7553 requirements.—

7554 (1) No written contract between a party contracting to  
7555 provide maintenance or management services and an association  
7556 which contract provides for operation, maintenance, or  
7557 management of a common interest community ~~condominium~~  
7558 association or property serving the unit owners of a common  
7559 interest community ~~condominium~~ shall be valid or enforceable  
7560 unless the contract:

7561 (a) Specifies the services, obligations, and  
7562 responsibilities of the party contracting to provide maintenance  
7563 or management services to the unit owners.

7564 (b) Specifies those costs incurred in the performance of  
7565 those services, obligations, or responsibilities which are to be  
7566 reimbursed by the association to the party contracting to  
7567 provide maintenance or management services.

7568 (c) Provides an indication of how often each service,  
7569 obligation, or responsibility is to be performed, whether stated  
7570 for each service, obligation, or responsibility or in categories  
7571 thereof.

7572 (d) Specifies a minimum number of personnel to be employed

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7573 by the party contracting to provide maintenance or management  
7574 services for the purpose of providing service to the  
7575 association.

7576 (e) Discloses any financial or ownership interest that  
7577 ~~which~~ the developer, if the developer is in control of the  
7578 association, holds with regard to the party contracting to  
7579 provide maintenance or management services.

7580 (f) Discloses any financial or ownership interest a board  
7581 member or any party providing maintenance or management services  
7582 to the association holds with the contracting party.

7583 (2) If ~~In any case in which~~ the party contracting to  
7584 provide maintenance or management services fails to provide such  
7585 services in accordance with the contract, the association is  
7586 authorized to procure such services from some other party and  
7587 shall be entitled to collect any fees or charges paid for  
7588 service performed by another party from the party contracting to  
7589 provide maintenance or management services.

7590 (3) Any services or obligations not stated on the face of  
7591 the contract shall be unenforceable.

7592 (4) Notwithstanding the fact that certain vendors contract  
7593 with associations to maintain equipment or property that ~~which~~  
7594 is made available to serve unit owners, it is the intent of the  
7595 Legislature that this section applies to contracts for  
7596 maintenance or management services for which the association  
7597 pays compensation. This section does not apply to contracts for  
7598 services or property made available for the convenience of unit  
7599 owners by lessees or licensees of the association, such as coin-  
7600 operated laundry, food, soft drink, or telephone vendors; cable  
7601 television operators; retail store operators; businesses;

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7602 restaurants; or similar vendors.

7603 Section 85. Section 718.3026, Florida Statutes, is amended  
7604 to read:

7605 718.3026 Contracts for products and services; in writing;  
7606 bids; exceptions.—Associations with 10 or fewer units may opt  
7607 out of the provisions of this section if two-thirds of the unit  
7608 owners vote to do so, which opt-out may be accomplished by a  
7609 proxy specifically setting forth the exception from this  
7610 section.

7611 (1) All contracts as further described herein or any  
7612 contract that is not to be fully performed within 1 year after  
7613 the making thereof, for the purchase, lease, or renting of  
7614 materials or equipment to be used by the association in  
7615 accomplishing its purposes under this chapter, and all contracts  
7616 for the provision of services, shall be in writing. If a  
7617 contract for the purchase, lease, or renting of materials or  
7618 equipment, or for the provision of services, requires payment by  
7619 the association on behalf of any common interest community  
7620 ~~condominium~~ operated by the association in the aggregate that  
7621 exceeds 5 percent of the total annual budget of the association,  
7622 including reserves, the association shall obtain competitive  
7623 bids for the materials, equipment, or services. Nothing  
7624 contained herein shall be construed to require the association  
7625 to accept the lowest bid.

7626 (2) (a) Notwithstanding the foregoing, contracts with  
7627 employees of the association, and contracts for attorney,  
7628 accountant, architect, community association manager, timeshare  
7629 management firm, engineering, and landscape architect services  
7630 are not subject to the provisions of this section.

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7631 (b) Nothing contained herein is intended to limit the  
7632 ability of an association to obtain needed products and services  
7633 in an emergency.

7634 (c) This section shall not apply if the business entity  
7635 with which the association desires to enter into a contract is  
7636 the only source of supply within the county serving the  
7637 association.

7638 (d) Nothing contained herein shall excuse a party  
7639 contracting to provide maintenance or management services from  
7640 compliance with s. 718.3025.

7641 (3) As to any contract or other transaction between an  
7642 association and one or more of its directors or any other  
7643 corporation, firm, association, or entity in which one or more  
7644 of its directors are directors or officers or are financially  
7645 interested:

7646 (a) The association shall comply with the requirements of  
7647 s. 617.0832.

7648 (b) The disclosures required by s. 617.0832 shall be  
7649 entered into the written minutes of the meeting.

7650 (c) Approval of the contract or other transaction shall  
7651 require an affirmative vote of two-thirds of the directors  
7652 present.

7653 (d) At the next regular or special meeting of the members,  
7654 the existence of the contract or other transaction shall be  
7655 disclosed to the members. Upon motion of any member, the  
7656 contract or transaction shall be brought up for a vote and may  
7657 be canceled by a majority vote of the members present. Should  
7658 the members cancel the contract, the association shall only be  
7659 liable for the reasonable value of goods and services provided

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7660 up to the time of cancellation and shall not be liable for any  
7661 termination fee, liquidated damages, or other form of penalty  
7662 for such cancellation.

7663 Section 86. Subsections (1), (4), (5), and (6), of section  
7664 718.303, Florida Statutes, are amended to read:

7665 718.303 Obligations of owners and occupants; remedies.—

7666 (1) Each unit owner, each tenant and other invitee, and  
7667 each association is governed by, and must comply with the  
7668 provisions of, this chapter, the declaration, the documents  
7669 creating the association, and the association bylaws that ~~which~~  
7670 shall be deemed expressly incorporated into any lease of a unit.  
7671 Actions for damages or for injunctive relief, or both, for  
7672 failure to comply with these provisions may be brought by the  
7673 association or by a unit owner against:

7674 (a) The association.

7675 (b) A unit owner.

7676 (c) Directors designated by the developer, for actions  
7677 taken by them before control of the association is assumed by  
7678 unit owners other than the developer.

7679 (d) Any director who willfully and knowingly fails to  
7680 comply with these provisions.

7681 (e) Any tenant leasing a unit, and any other invitee  
7682 occupying a unit.

7683

7684 The prevailing party in any such action or in any action in  
7685 which the purchaser claims a right of voidability based upon  
7686 contractual provisions as required in s. 718.503(1)(a) is  
7687 entitled to recover reasonable attorney ~~attorney's~~ fees. A unit  
7688 owner prevailing in an action between the association and the

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7689 unit owner under this section, in addition to recovering his or  
7690 her reasonable attorney ~~attorney's~~ fees, may recover additional  
7691 amounts as determined by the court to be necessary to reimburse  
7692 the unit owner for his or her share of assessments levied by the  
7693 association to fund its expenses of the litigation. This relief  
7694 does not exclude other remedies provided by law. Actions arising  
7695 under this subsection may not be deemed to be actions for  
7696 specific performance.

7697 (4) If a unit owner is more than 60 ~~90~~ days delinquent in  
7698 paying a fee, fine, or other monetary obligation due to the  
7699 association, the association may suspend the right of the unit  
7700 owner or the unit's occupant, licensee, or invitee to use common  
7701 elements, common facilities, or any other association property  
7702 until the fee, fine, or other monetary obligation is paid in  
7703 full. This subsection does not apply to limited common elements  
7704 intended to be used only by that unit, common elements needed to  
7705 access the unit, utility services provided to the unit, parking  
7706 spaces, or elevators. The notice and hearing requirements under  
7707 subsection (3) do not apply to suspensions imposed under this  
7708 subsection.

7709 (5) An association may suspend the voting rights of a unit  
7710 or member due to nonpayment of any fee, fine, or other monetary  
7711 obligation due to the association which is more than 60 ~~90~~ days  
7712 delinquent. A voting interest or consent right allocated to a  
7713 unit or member which has been suspended by the association shall  
7714 be subtracted from the total number of voting interests in the  
7715 association, which shall be reduced by the number of suspended  
7716 voting interests in the association, which shall be reduced by  
7717 the number of suspended voting interests when calculating the

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7718 total percentage or number of all voting interests available to  
 7719 take or approve any action, and the suspended voting interests  
 7720 shall not be considered for any purpose, including, but not  
 7721 limited to, the percentage or number of voting interests when  
 7722 calculating the total percentage or number of all voting  
 7723 interests available to take or approve any action, and the  
 7724 suspended voting interests shall not be considered for any  
 7725 purpose, including, but not limited to, the percentage or number  
 7726 of voting interests necessary to constitute a quorum, the  
 7727 percentage or number of voting interests required to conduct an  
 7728 election, or the percentage or number of voting interests  
 7729 required to approve an action under this chapter or pursuant to  
 7730 the documents ~~declaration~~, articles of incorporation, or bylaws.  
 7731 The suspension ends upon full payment of all obligations  
 7732 currently due or overdue the association. The notice and hearing  
 7733 requirements under subsection (3) do not apply to a suspension  
 7734 imposed under this subsection.

7735 (6) All finances and suspensions ~~imposed pursuant to~~  
 7736 ~~subsection (4) or subsection (5)~~ must be approved at a properly  
 7737 noticed board meeting. Upon approval, the association must  
 7738 notify the unit owner and, if applicable, the unit's occupant,  
 7739 licensee, or invitee by mail or hand delivery.

7740 Section 87. Section 718.401, Florida Statutes, is amended  
 7741 to read:

7742 718.401 Leaseholds.—

7743 (1) A common interest community ~~condominium~~ may be created  
 7744 on lands held under lease or may include recreational facilities  
 7745 or other common elements or commonly used facilities on a  
 7746 leasehold if, on the date the first unit is conveyed by the

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7747 developer to a bona fide purchaser, the lease has an unexpired  
7748 term of at least 50 years. However, if the common interest  
7749 community condominium constitutes a nonresidential common  
7750 interest community condominium or commercial common interest  
7751 community condominium, or a timeshare common interest community  
7752 condominium created pursuant to chapter 721, the lease shall  
7753 have an unexpired term of at least 30 years. If rent under the  
7754 lease is payable by the association or by the unit owners, the  
7755 lease shall include the following requirements:

7756 (a) The leased land must be identified by a description  
7757 that is sufficient to pass title, and the leased personal  
7758 property must be identified by a general description of the  
7759 items of personal property and the approximate number of each  
7760 item of personal property that the developer is committing to  
7761 furnish for each room or other facility. In the alternative, the  
7762 personal property may be identified by a representation as to  
7763 the minimum amount of expenditure that will be made to purchase  
7764 the personal property for the facility. Unless the lease is of a  
7765 unit, the identification of the land shall be supplemented by a  
7766 survey showing the relation of the leased land to the land  
7767 included in the common elements. This provision shall not  
7768 prohibit adding additional land or personal property in  
7769 accordance with the terms of the lease, provided there is no  
7770 increase in rent or material increase in maintenance costs to  
7771 the individual unit owner.

7772 (b) The lease shall not contain a reservation of the right  
7773 of possession or control of the leased property by the lessor or  
7774 any person other than unit owners or the association and shall  
7775 not create rights to possession or use of the leased property in

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7776 any parties other than the association or unit owners of the  
7777 common interest community ~~condominium~~ to be served by the leased  
7778 property, unless the reservations and rights created are  
7779 conspicuously disclosed. Any provision for use of the leased  
7780 property by anyone other than unit owners of the common interest  
7781 community ~~condominium~~ to be served by the leased property shall  
7782 require the other users to pay a fair and reasonable share of  
7783 the maintenance and repair obligations and other exactions due  
7784 from users of the leased property.

7785 (c) The lease shall state the minimum number of unit owners  
7786 that will be required, directly or indirectly, to pay the rent  
7787 under the lease and the maximum number of units that will be  
7788 served by the leased property. The limitation of the number of  
7789 units to be served shall not preclude enlargement of the  
7790 facilities leased and an increase in their capacity, if approved  
7791 by the association operating the leased property after unit  
7792 owners other than the developer have assumed control of the  
7793 association. The provisions of this paragraph do not apply if  
7794 the lessor is the Government of the United States or this state  
7795 or any political subdivision thereof or any agency of any  
7796 political subdivision thereof.

7797 (d)1. In any action by the lessor to enforce a lien for  
7798 rent payable or in any action by the association or a unit owner  
7799 with respect to the obligations of the lessee or the lessor  
7800 under the lease, the unit owner or the association may raise any  
7801 issue or interpose any defense, legal or equitable, that he or  
7802 she or it may have with respect to the lessor's obligations  
7803 under the lease. If the unit owner or the association initiates  
7804 any action or interposes any defense other than payment of rent

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7805 under the lease, the unit owner or the association shall, upon  
7806 service of process upon the lessor, pay into the registry of the  
7807 court any allegedly accrued rent and the rent which accrues  
7808 during the pendency of the proceeding, when due. If the unit  
7809 owner or the association fails to pay the rent into the registry  
7810 of the court, the failure constitutes an absolute waiver of the  
7811 unit owner's or association's defenses other than payment, and  
7812 the lessor is entitled to default. The unit owner or the  
7813 association shall notify the lessor of any deposits. When the  
7814 unit owner or the association has deposited the required funds  
7815 into the registry of the court, the lessor may apply to the  
7816 court for disbursement of all or part of the funds shown to be  
7817 necessary for the payment of taxes, mortgage payments,  
7818 maintenance and operating expenses, and other necessary expenses  
7819 incident to maintaining and equipping the leased facilities or  
7820 necessary for the payment of other expenses arising out of  
7821 personal hardship resulting from the loss of rental income from  
7822 the leased facilities. The court, after an evidentiary hearing,  
7823 may award all or part of the funds on deposit to the lessor for  
7824 such purpose. The court shall require the lessor to post bond or  
7825 other security, as a condition to the release of funds from the  
7826 registry, when the value of the leased land and improvements,  
7827 apart from the lease itself, is inadequate to fully secure the  
7828 sum of existing encumbrances on the leased property and the  
7829 amounts released from the court registry.

7830 2. When the association or unit owners have deposited funds  
7831 into the registry of the court pursuant to this subsection and  
7832 the unit owners and association have otherwise complied with  
7833 their obligations under the lease or agreement, other than

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7834 paying rent into the registry of the court rather than to the  
7835 lessor, the lessor cannot hold the association or unit owners in  
7836 default on their rental payments nor may the lessor file liens  
7837 or initiate foreclosure proceedings against unit owners. If the  
7838 lessor, in violation of this subsection, attempts such liens or  
7839 foreclosures, then the lessor may be liable for damages plus  
7840 attorney ~~attorney's~~ fees and costs that the association or unit  
7841 owners incurred in satisfying those liens or foreclosures.

7842 ~~3. Nothing in this paragraph affects litigation commenced~~  
7843 ~~prior to October 1, 1979.~~

7844 (e) If the lease is of recreational facilities or other  
7845 commonly used facilities that are not completed, rent shall not  
7846 commence until some of the facilities are completed. Until all  
7847 of the facilities leased are completed, rent shall be prorated  
7848 and paid only for the completed facilities in the proportion  
7849 that the value of the completed facilities bears to the  
7850 estimated value, when completed, of all of the facilities that  
7851 are leased. The facilities shall be complete when they have been  
7852 constructed, finished, and equipped and are available for use.

7853 (f)1. A lease of recreational or other commonly used  
7854 facilities entered into by the association or unit owners prior  
7855 to the time when the control of the association is turned over  
7856 to unit owners other than the developer shall grant to the  
7857 lessee an option to purchase the leased property, payable in  
7858 cash, on any anniversary date of the beginning of the lease term  
7859 after the 10th anniversary, at a price then determined by  
7860 agreement. If there is no agreement as to the price, then the  
7861 price shall be determined by arbitration conducted pursuant to  
7862 chapter 44 or chapter 682. ~~This paragraph shall be applied to~~

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7863 ~~contracts entered into on, before, or after January 1, 1977,~~  
7864 ~~regardless of the duration of the lease.~~

7865         2. If the lessor wishes to sell his or her interest and has  
7866 received a bona fide offer to purchase it, the lessor shall send  
7867 the association and each unit owner a copy of the executed  
7868 offer. For 90 days following receipt of the offer by the  
7869 association or unit owners, the association or unit owners have  
7870 the option to purchase the interest on the terms and conditions  
7871 in the offer. The option shall be exercised, if at all, by  
7872 notice in writing given to the lessor within the 90-day period.  
7873 If the association or unit owners do not exercise the option,  
7874 the lessor shall have the right, for a period of 60 days after  
7875 the 90-day period has expired, to complete the transaction  
7876 described in the offer to purchase. If for any reason such  
7877 transaction is not concluded within the 60 days, the offer shall  
7878 have been abandoned, and the provisions of this subsection shall  
7879 be reimposed.

7880         3. The option shall be exercised upon approval by owners of  
7881 two-thirds of the units served by the leased property.

7882         4. The provisions of this paragraph do not apply to a  
7883 nonresidential common interest community ~~condominium~~ and do not  
7884 apply if the lessor is the Government of the United States or  
7885 this state or any political subdivision thereof or, in the case  
7886 of an underlying land lease, a person or entity that ~~which~~ is  
7887 not the developer or directly or indirectly owned or controlled  
7888 by the developer and did not obtain, directly or indirectly,  
7889 ownership of the leased property from the developer.

7890         (g) The lease or a subordination agreement executed by the  
7891 lessor must provide ~~either:~~

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7892 ~~1. That any lien which encumbers a unit for rent or other~~  
7893 ~~moneys or exactions payable is subordinate to any mortgage held~~  
7894 ~~by an institutional lender, or~~

7895 ~~2.~~ that, upon the foreclosure of any mortgage held by an  
7896 institutional lender or upon delivery of a deed in lieu of  
7897 foreclosure, the lien for the unit owner's share of the rent or  
7898 other exactions shall not be extinguished but shall be  
7899 foreclosed and unenforceable against the mortgagee with respect  
7900 to that unit's share of the rent and other exactions that ~~which~~  
7901 mature or become due and payable on or before the date of the  
7902 final judgment of foreclosure, in the event of foreclosure, or  
7903 on or before the date of delivery of the deed in lieu of  
7904 foreclosure. The lien may, however, automatically and by  
7905 operation of the lease or other instrument, reattach to the unit  
7906 and secure the payment of the unit's proportionate share of the  
7907 rent or other exactions coming due subsequent to the date of  
7908 final decree of foreclosure or the date of delivery of the deed  
7909 in lieu of foreclosure. The provisions of this paragraph do not  
7910 apply if the lessor is the Government of the United States or  
7911 this state or any political subdivision thereof or any agency of  
7912 any political subdivision thereof.

7913 ~~(2) Subsection (1) does not apply to residential~~  
7914 ~~cooperatives created prior to January 1, 1977, which are~~  
7915 ~~converted to condominium ownership by the cooperative unit~~  
7916 ~~owners or their association after control of the association has~~  
7917 ~~been transferred to the unit owners if, following the~~  
7918 ~~conversion, the unit owners will be the same persons who were~~  
7919 ~~unit owners of the cooperative and no units are offered for sale~~  
7920 ~~or lease to the public as part of the plan of conversion.~~

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7921        ~~(2)(3)~~ If rent under the lease is a fixed amount for the  
7922 full duration of the lease, and the rent thereunder is payable  
7923 by a person or persons other than the association or the unit  
7924 owners, the division director has the discretion to accept  
7925 alternative assurances that ~~which~~ are sufficient to secure the  
7926 payment of rent, including, but not limited to, annuities with  
7927 an insurance company authorized to do business in this state,  
7928 the beneficiary of which shall be the association, or cash  
7929 deposits in trust, the beneficiary of which shall be the  
7930 association, the ~~which~~ deposit shall be in an amount sufficient  
7931 to generate interest sufficient to meet lease payments as they  
7932 occur. If alternative assurances are accepted by the division  
7933 director, the following provisions are applicable:

7934           (a) Disclosures contemplated by paragraph (1)(b), if not  
7935 contained within the lease, may be made by the developer.

7936           (b) Disclosures as to the minimum number of unit owners  
7937 that will be required, directly or indirectly, to pay the rent  
7938 under the lease and the maximum number of units that will be  
7939 served by the leased property, if not contained in the lease,  
7940 may be stated by the developer.

7941           (c) The provisions of paragraphs (1)(d) and (e) apply but  
7942 are not required to be stated in the lease.

7943           (d) The provisions of paragraph (1)(g) do not apply.

7944        Section 88. Section 718.4015, Florida Statutes, is amended  
7945 to read:

7946        718.4015 Common interest community ~~Condominium~~ leases;  
7947 escalation clauses.—

7948           (1) It is declared that the public policy of this state  
7949 prohibits the inclusion or enforcement of escalation clauses in

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7950 land leases or other leases or agreements for recreational  
7951 facilities, land, or other commonly used facilities serving  
7952 residential common interest communities ~~condominiums~~, and such  
7953 clauses are hereby declared void for public policy. For the  
7954 purposes of this section, an escalation clause is any clause in  
7955 a common interest community ~~condominium~~ lease or agreement which  
7956 provides that the rental under the lease or agreement shall  
7957 increase at the same percentage rate as any nationally  
7958 recognized and conveniently available commodity or consumer  
7959 price index.

7960 (2) This public policy prohibits the inclusion or  
7961 enforcement of such escalation clauses in leases related to  
7962 common interest communities if ~~condominiums~~ for which the  
7963 documents ~~declaration~~ of the common interest community  
7964 ~~condominium~~ was recorded on or after June 4, 1975; it prohibits  
7965 the enforcement of escalation clauses in leases related to  
7966 common interest communities if ~~condominiums~~ for which the  
7967 documents ~~declaration~~ of the common interest community  
7968 ~~condominium~~ was recorded before ~~prior to~~ June 4, 1975, but which  
7969 have been refused enforcement on the grounds that the parties  
7970 agreed to be bound by subsequent amendments to the Florida  
7971 Statutes or which have been found to be void because of a  
7972 finding that such lease is unconscionable or which have been  
7973 refused enforcement on the basis of the application of former s.  
7974 711.231 or former s. 718.401(8); and it prohibits any further  
7975 escalation of rental fees after October 1, 1988, pursuant to  
7976 escalation clauses in leases related to common interest  
7977 communities if ~~condominiums~~ for which the declaration was  
7978 recorded before ~~prior to~~ June 4, 1975.

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7979 (3) The provisions of this section do not apply if the  
7980 lessor is the Government of the United States or this state or  
7981 any political subdivision thereof or any agency of any political  
7982 subdivision thereof.

7983 Section 89. Section 718.402, Florida Statutes, is amended  
7984 to read:

7985 718.402 Conversion of existing improvements to common  
7986 interest community condominium.—A developer may create a common  
7987 interest community condominium by converting existing,  
7988 previously occupied improvements to such ownership by complying  
7989 with part I of this chapter. A developer of a residential common  
7990 interest community condominium must also comply with part VI of  
7991 this chapter, but the failure to comply will not affect the  
7992 validity of the common interest community condominium.

7993 Section 90. Section 718.403, Florida Statutes, is amended  
7994 to read:

7995 718.403 Phase common interest communities condominiums.—

7996 (1) Notwithstanding the provisions of s. 718.110, a  
7997 developer may develop a common interest community condominium in  
7998 phases, if the original documents declaration of a common  
7999 interest community condominium submitting the initial phase to  
8000 common interest community condominium ownership or an amendment  
8001 to the documents declaration ~~which has been~~ approved by all of  
8002 the unit owners and unit mortgagees provides for and describes  
8003 in detail all anticipated phases; the impact, if any, which the  
8004 completion of subsequent phases would have upon the initial  
8005 phase; and the time period within which all phases must be added  
8006 to the common interest community condominium and comply with the  
8007 requirements of this section and at the end of which the right

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8008 to add additional phases expires.

8009 (a) All phases must be added to the common interest  
8010 community condominium within 7 years after the date of the  
8011 recording of the certificate of a surveyor and mapper pursuant  
8012 to s. 718.104(6) ~~718.104(4)(e)~~ or the recording of an instrument  
8013 that transfers title to a unit in the common interest community  
8014 ~~condominium~~ which is not accompanied by a recorded assignment of  
8015 developer rights in favor of the grantee of such unit, whichever  
8016 occurs first, unless the unit owners vote to approve an  
8017 amendment extending the 7-year period pursuant to paragraph (b).

8018 (b) An amendment to extend the 7-year period shall require  
8019 the approval of the owners necessary to amend the common  
8020 interest community documents ~~declaration of condominium~~ pursuant  
8021 to s. 718.110(1) ~~718.110(1)(a)~~. An extension of the 7-year  
8022 period may be submitted for approval only during the last 3  
8023 years of the 7-year period.

8024 (c) An amendment must describe the time period within which  
8025 all phases must be added to the common interest community  
8026 ~~condominium~~, and such time period may not exceed 10 years from  
8027 the date of the recording of the certificate of a surveyor and  
8028 mapper pursuant to s. 718.104(6) ~~718.104(4)(e)~~ or the recording  
8029 of an instrument that transfers title to a unit in the common  
8030 interest community ~~condominium~~ which is not accompanied by a  
8031 recorded assignment of developer rights in favor of the grantee  
8032 of such unit, whichever occurs first.

8033 (d) An amendment that extends the 7-year period pursuant to  
8034 this section is not subject to the requirements of s.  
8035 718.110(4).

8036 (2) The original documents ~~declaration~~ of the common

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8037 interest community condominium, or an amendment to the  
8038 declaration, which ~~amendment~~ has been approved by all unit  
8039 owners and unit mortgagees and the developer, shall describe:

8040 (a) The land ~~that~~ which may become part of the common  
8041 interest community condominium and the land on which each phase  
8042 is to be built. The descriptions shall include metes and bounds  
8043 or other legal descriptions of the land for each phase, plot  
8044 plans, and surveys. Plot plans, attached as an exhibit, must  
8045 show the approximate location of all existing and proposed  
8046 buildings and improvements that may ultimately be contained  
8047 within the common interest community condominium. The plot plan  
8048 may be modified by the developer as to unit or building types  
8049 but, in a residential common interest community condominium,  
8050 only to the extent that such changes are described in the  
8051 declaration. If provided in the declaration, the developer may  
8052 make nonmaterial changes in the legal description of a phase.

8053 (b) The minimum and maximum numbers and general size of  
8054 units to be included in each phase. The general size may be  
8055 expressed in terms of minimum and maximum square feet. In  
8056 stating the minimum and maximum numbers of units, the difference  
8057 between the minimum and maximum numbers shall not be greater  
8058 than 20 percent of the maximum.

8059 (c) Each unit's percentage of ownership in the common  
8060 elements as each phase is added. In lieu of describing specific  
8061 percentages, the declaration or amendment may describe a formula  
8062 for reallocating each unit's proportion or percentage of  
8063 ownership in the common elements and manner of sharing common  
8064 expenses and owning common surplus as additional units are added  
8065 to the common interest community condominium by the addition of

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8066 any land. The basis for allocating percentage of ownership among  
8067 units in added phases shall be consistent with the basis for  
8068 allocation made among the units originally in the common  
8069 interest community condominium.

8070 (d) The recreational areas and facilities that ~~which~~ will  
8071 be owned as common elements by all unit owners and all personal  
8072 property to be provided as each phase is added to the common  
8073 interest community condominium and those facilities or areas  
8074 that ~~which~~ may not be built or provided if any phase or phases  
8075 are not developed and added as a part of the common interest  
8076 community condominium. The developer may reserve the right to  
8077 add additional common-element recreational facilities if the  
8078 original documents contain ~~declaration contains~~ a description of  
8079 each type of facility and its proposed location. The declaration  
8080 shall set forth the circumstances under which such facilities  
8081 will be added.

8082 (e) The membership vote and ownership in the association  
8083 attributable to each unit in each phase and the results if any  
8084 phase or phases are not developed and added as a part of the  
8085 common interest community condominium.

8086 (f) Whether or not timeshare estates will or may be created  
8087 with respect to units in any phase and, if so, the degree,  
8088 quantity, nature, and extent of such estates, specifying the  
8089 minimum duration of the recurring periods of rights of use,  
8090 possession, or occupancy that may be established with respect to  
8091 any unit.

8092 (3) The developer shall notify owners of existing units of  
8093 the decision not to add one or more additional phases. Notice  
8094 shall be by first-class mail addressed to each owner at the

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8095 address of his or her unit or at his or her last known address.

8096 (4) If one or more phases are not built, the units that  
8097 ~~which~~ are built are entitled to 100 percent ownership of all  
8098 common elements within the phases actually developed and added  
8099 as a part of the common interest community ~~condominium~~.

8100 (5) If the documents require ~~declaration requires~~ the  
8101 developer to convey any additional lands or facilities to the  
8102 common interest community ~~condominium~~ after the completion of  
8103 the first phase and he or she fails to do so within the time  
8104 specified, or within a reasonable time if none is specified,  
8105 then any owner of a unit or the association may enforce such  
8106 obligations against the developer or bring an action against the  
8107 developer for damages caused by the developer's failure to  
8108 convey to the association such additional lands or facilities.

8109 (6) Notwithstanding other provisions of this chapter, any  
8110 amendment by the developer which adds any land to the common  
8111 interest community ~~condominium~~ shall be consistent with the  
8112 provisions of the documents ~~declaration~~ granting such right and  
8113 shall contain or provide for the following matters:

8114 (a) A statement submitting the additional land to common  
8115 interest community ~~condominium~~ ownership as an addition to the  
8116 common interest community ~~condominium~~.

8117 (b) The legal description of the land being added to the  
8118 common interest community ~~condominium~~.

8119 (c) ~~An~~ Identification by letter, name, or number, or a  
8120 combination thereof, of each unit within the land added to the  
8121 common interest community ~~condominium~~, to ensure that no unit in  
8122 the common interest community ~~condominium~~, including the  
8123 additional land, will bear the same designation as any other

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8124 unit.

8125 (d) A survey of the additional land and a graphic  
8126 description of the improvements in which any units are located  
8127 and a plot plan thereof and a certificate of a surveyor, in  
8128 conformance with s. 718.104(6) ~~718.104(4)(e)~~.

8129 (e) The undivided share in the common elements appurtenant  
8130 to each unit in the common interest community ~~condominium~~,  
8131 stated as a percentage or fraction which, in the aggregate, must  
8132 equal the whole and must be determined in conformance with the  
8133 manner of allocation set forth in the original documents  
8134 ~~declaration~~ of the common interest community ~~condominium~~.

8135 (f) The proportion or percentage of, and the manner of  
8136 sharing, common expenses and owning common surplus, which for a  
8137 residential unit must be the same as the undivided share in the  
8138 common elements.

8139 (7) An amendment that ~~which~~ adds phases to a common  
8140 interest community ~~condominium~~ does not require the execution of  
8141 such amendment or consent thereto by unit owners other than the  
8142 developer, unless the amendment permits the creation of  
8143 timeshare estates in any unit of the additional phase of the  
8144 common interest community ~~condominium~~ and such creation is not  
8145 authorized by the original documents ~~declaration~~.

8146 (8) ~~(7)~~ An amendment to the documents declaration of the  
8147 common interest community ~~condominium~~ which adds land to the  
8148 common interest community ~~condominium~~ shall be recorded in the  
8149 public records of the county where the land is located and shall  
8150 be executed and acknowledged in compliance with the same  
8151 requirements as for a deed. All persons who have record title to  
8152 the interest in the land submitted to common interest community

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8153 ~~condominium~~ ownership, or their lawfully authorized agents, must  
 8154 join in the execution of the amendment. Every such amendment  
 8155 shall comply with the provisions of s. 718.104(3).

8156 (9)~~(8)~~ Upon recording the documents ~~declaration~~ of the  
 8157 common interest community condominium or amendments adding  
 8158 phases pursuant to this section, the developer shall file the  
 8159 recording information with the division within 120 calendar days  
 8160 on a form prescribed by the division.

8161 (10)~~(9)~~ Paragraphs (2) (b)-(f) and subsection (9) ~~(8)~~ do not  
 8162 apply to nonresidential common interest communities  
 8163 ~~condominiums~~.

8164 Section 91. Section 718.404, Florida Statutes, is amended  
 8165 to read:

8166 718.404 Mixed-use common interest communities  
 8167 ~~condominiums~~.—When a common interest community condominium  
 8168 consists of both residential and commercial units, the following  
 8169 provisions shall apply:

8170 (1) The common interest community condominium documents  
 8171 shall not provide that the owner of any commercial unit shall  
 8172 have the authority to veto amendments to the documents  
 8173 ~~declaration~~, articles of incorporation, bylaws, or rules or  
 8174 regulations of the association. This subsection shall apply  
 8175 retroactively as a remedial measure.

8176 (2) Subject to s. 718.301, where the number of residential  
 8177 units in the common interest community condominium equals or  
 8178 exceeds 50 percent of the total units operated by the  
 8179 association, owners of the residential units shall be entitled  
 8180 to vote for a majority of the seats on the board of  
 8181 administration. This subsection shall apply retroactively as a

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8182 remedial measure.

8183 (3) In the documents ~~declaration~~ of the common interest  
8184 community condominium for mixed-use common interest communities  
8185 ~~condominiums~~ created after January 1, 1996, the ownership share  
8186 of the common elements assigned to each unit shall be based  
8187 either on the total square footage of each unit in uniform  
8188 relationship to the total square footage of each other unit in  
8189 the common interest community condominium or on an equal  
8190 fractional basis.

8191 (4) The provisions of this section shall not apply to  
8192 timeshare common interest communities ~~condominiums~~.

8193 Section 92. Section 718.405, Florida Statutes, is amended  
8194 to read:

8195 718.405 Multi-common interest communities  
8196 ~~Multicondominiums~~; multi-common interest community  
8197 ~~multicondominium~~ associations.—

8198 (1) An association may operate more than one common  
8199 interest community condominium. For multi-common interest  
8200 communities multicondominiums created on or after July 1, 2000,  
8201 the documents ~~declaration~~ for each common interest community  
8202 ~~condominium~~ to be operated by that association must provide for  
8203 participation in a multi-common interest community  
8204 ~~multicondominium~~, in conformity with this section, and disclose  
8205 or describe:

8206 (a) The manner or formula by which the assets, liabilities,  
8207 common surplus, and common expenses of the association will be  
8208 apportioned among the units within the common interest  
8209 communities condominiums operated by the association, in  
8210 accordance with s. 718.104(6) ~~718.104(4)(g) or (h)~~, as

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8211 applicable.

8212 (b) Whether unit owners in any other common interest  
 8213 community condominium, or any other persons, will or may have  
 8214 the right to use recreational areas or any other facilities or  
 8215 amenities that are common elements of the common interest  
 8216 community condominium, and, if so, the specific formula by which  
 8217 the other users will share the common expenses related to those  
 8218 facilities or amenities.

8219 (c) Recreational and other commonly used facilities or  
 8220 amenities that ~~which~~ the developer has committed to provide that  
 8221 will be owned, leased by, or dedicated by a recorded plat to the  
 8222 association but that ~~which~~ are not included within any common  
 8223 interest community condominium operated by the association. The  
 8224 developer may reserve the right to add additional facilities or  
 8225 amenities if the declaration and prospectus for each common  
 8226 interest community condominium to be operated by the association  
 8227 contains the following statement in conspicuous type and in  
 8228 substantially the following form: RECREATIONAL FACILITIES MAY BE  
 8229 EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE  
 8230 ASSOCIATION.

8231 (d) The voting rights of the unit owners in the election of  
 8232 directors and in other multi-common interest community  
 8233 ~~multicondominium~~ association affairs when a vote of the owners  
 8234 is taken, including, but not limited to, a statement as to  
 8235 whether each unit owner will have a right to personally cast his  
 8236 or her own vote in all matters voted upon.

8237 (2) If any documents require ~~declaration requires~~ a  
 8238 developer to convey additional lands or facilities to a multi-  
 8239 common interest community multicondominium association and the

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8240 developer fails to do so within the time specified, or within a  
8241 reasonable time if none is specified in the documents  
8242 ~~declaration~~, any unit owner or the association may enforce that  
8243 obligation against the developer or bring an action against the  
8244 developer for specific performance or for damages that result  
8245 from the developer's failure or refusal to convey the additional  
8246 lands or facilities.

8247 (3) The documents ~~declaration~~ for each common interest  
8248 community ~~condominium~~ to be operated by a multi-common interest  
8249 community ~~multicondominium~~ association may not, at the time of  
8250 the initial recording of the documents ~~declaration~~, contain any  
8251 provision with respect to allocation of the association's  
8252 assets, liabilities, common surplus, or common expenses which is  
8253 inconsistent with this chapter or the provisions of the  
8254 documents ~~a declaration~~ for any other common interest community  
8255 ~~condominium~~ then being operated by the multi-common interest  
8256 community ~~multicondominium~~ association.

8257 (4) This section does not prevent or restrict the formation  
8258 of a multi-common interest community ~~multicondominium~~ by the  
8259 merger or consolidation of two or more common interest community  
8260 ~~condominium~~ associations. Mergers or consolidations of  
8261 associations shall be accomplished in accordance with this  
8262 chapter, the documents ~~declarations~~ of the common interest  
8263 communities ~~condominiums~~ being merged or consolidated, and  
8264 chapter 617. Section 718.110(4) does not apply to amendments to  
8265 documents ~~declarations~~ necessary to effect a merger or  
8266 consolidation. This section is intended to clarify existing law  
8267 and applies to associations existing on the effective date of  
8268 this act.

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8269 Section 93. Section 718.406, Florida Statutes, is amended  
8270 to read:

8271 718.406 Common interest communities ~~condominiums~~ created  
8272 within common interest community ~~condominium~~ parcels.-

8273 (1) Unless otherwise expressed in the documents ~~declaration~~  
8274 of the common interest community ~~condominium~~, if a common  
8275 interest community ~~condominium~~ is created within a common  
8276 interest community ~~condominium~~ parcel, the term:

8277 (a) "Primary common interest community ~~condominium~~" means  
8278 any common interest community ~~condominium~~ that is not a  
8279 secondary common interest community ~~condominium~~ and contains one  
8280 or more subdivided parcels.

8281 (b) "Primary common interest community ~~condominium~~  
8282 association" means any entity that operates a primary common  
8283 interest community ~~condominium~~.

8284 (c) "Primary common interest community ~~condominium~~  
8285 declaration" means the instrument or instruments by which a  
8286 primary common interest community ~~condominium~~ is created, as  
8287 they are from time to time amended.

8288 (d) "Secondary common interest community ~~condominium~~" means  
8289 one or more common interest community ~~condominium~~ parcels that  
8290 have been submitted to common interest community ~~condominium~~  
8291 ownership pursuant to a secondary common interest community  
8292 ~~condominium~~ declaration.

8293 (e) "Secondary common interest community ~~condominium~~  
8294 association" means any entity responsible for the operation of a  
8295 secondary common interest community ~~condominium~~.

8296 (f) "Secondary common interest community ~~condominium~~  
8297 declaration" means the instrument or instruments by which a

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8298 secondary common interest community ~~condominium~~ is created, as  
8299 they are from time to time amended.

8300 (g) "Secondary unit" means a unit that is part of a  
8301 secondary common interest community ~~condominium~~.

8302 (h) "Subdivided parcel" means a common interest community  
8303 ~~condominium~~ parcel in a primary common interest community which  
8304 ~~condominium~~ that has been submitted to common interest community  
8305 ~~condominium~~ ownership pursuant to a secondary common interest  
8306 community ~~condominium~~ declaration.

8307 (2) Unless otherwise provided in the primary common  
8308 interest community ~~condominium~~ declaration, if a common interest  
8309 community ~~condominium~~ parcel is a subdivided parcel, the  
8310 secondary common interest community ~~condominium~~ association  
8311 responsible for operating the secondary common interest  
8312 community ~~condominium~~ upon the subdivided parcel shall act on  
8313 behalf of all of the unit owners of secondary units in the  
8314 secondary common interest community ~~condominium~~ and shall  
8315 exercise all rights of the secondary unit owners in the primary  
8316 common interest community ~~condominium~~ association, other than  
8317 the right of possession of the secondary unit. The secondary  
8318 common interest community ~~condominium~~ association shall  
8319 designate a representative who shall cast the vote of the  
8320 subdivided parcel in the primary common interest community  
8321 ~~condominium~~ association and, if no person is designated by the  
8322 secondary common interest community ~~condominium~~ association to  
8323 cast such vote, the vote shall be cast by the president of the  
8324 secondary common interest community ~~condominium~~ association or  
8325 the designee of the president.

8326 (3) Unless otherwise provided in the primary common

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8327 interest community ~~condominium~~ declaration as originally  
8328 recorded, no secondary common interest community ~~condominium~~ may  
8329 be created upon any common interest community ~~condominium~~ parcel  
8330 in the primary common interest community ~~condominium~~, and no  
8331 amendment to the primary common interest community ~~condominium~~  
8332 declaration may permit secondary common interest communities  
8333 ~~condominiums~~ to be created upon parcels in the primary common  
8334 interest community ~~condominium~~, unless the record owners of a  
8335 majority of the common interest community ~~condominium~~ parcels  
8336 join in the execution of the amendment.

8337 (4) If the primary common interest community ~~condominium~~  
8338 declaration permits the creation of a secondary common interest  
8339 community ~~condominium~~ and a common interest community  
8340 ~~condominium~~ parcel in the primary common interest community  
8341 ~~condominium~~ is being submitted for common interest community  
8342 ~~condominium~~ ownership to create a secondary common interest  
8343 community ~~condominium~~ upon the primary common interest community  
8344 ~~condominium~~ parcel, the approval of the board of administration  
8345 of the primary common interest community ~~condominium~~ association  
8346 is required in order to create the secondary common interest  
8347 community ~~condominium~~ on the primary common interest community  
8348 ~~condominium~~ parcel. Unless otherwise provided in the primary  
8349 common interest community ~~condominium~~ declaration, the owners of  
8350 common interest community ~~condominium~~ parcels in the primary  
8351 common interest community ~~condominium~~ which ~~condominium that~~ will not be  
8352 part of the proposed secondary common interest community  
8353 ~~condominium~~ and the holders of liens upon such primary common  
8354 interest community ~~condominium~~ parcels shall not have approval  
8355 rights regarding the creation of the secondary common interest

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8356 community ~~econdominium~~ or the contents of the secondary common  
8357 interest community ~~econdominium~~ declaration being submitted. Only  
8358 the board of administration of the primary common interest  
8359 community ~~econdominium~~ association, the owner of the subdivided  
8360 parcel, and the holders of liens upon the subdivided parcel  
8361 shall have approval rights regarding the creation of the  
8362 secondary common interest community ~~econdominium~~ and the contents  
8363 of the secondary common interest community ~~econdominium~~  
8364 declaration. In order for the recording of the secondary common  
8365 interest community ~~econdominium~~ declaration to be effective to  
8366 create the secondary common interest community ~~econdominium~~, the  
8367 board of administration of the primary common interest community  
8368 ~~econdominium~~ association, the owner of the subdivided parcel, and  
8369 all holders of liens on the subdivided parcel must execute the  
8370 secondary common interest community ~~econdominium~~ declaration for  
8371 the purpose of evidencing their approval.

8372 (5) An owner of a secondary unit is subject to both the  
8373 primary common interest community ~~econdominium~~ declaration and  
8374 the secondary common interest community ~~econdominium~~ declaration.

8375 (6) The primary common interest community ~~econdominium~~  
8376 association may provide insurance required by s. 718.111(11) for  
8377 common elements and other improvements within the secondary  
8378 common interest community ~~econdominium~~ if the primary common  
8379 interest community ~~econdominium~~ declaration permits the primary  
8380 common interest community ~~econdominium~~ association to provide  
8381 such insurance for the benefit of the common interest community  
8382 ~~econdominium~~ property included in the subdivided parcel, in lieu  
8383 of such insurance being provided by the secondary common  
8384 interest community ~~econdominium~~ association.

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8385 (7) Unless otherwise provided in the primary common  
8386 interest community ~~condominium~~ declaration, the board of  
8387 administration of the primary common interest community  
8388 ~~condominium~~ association may adopt hurricane shutter or hurricane  
8389 protection specifications for each building within which  
8390 subdivided parcels are located and govern any subdivided parcels  
8391 in the primary common interest community ~~condominium~~.

8392 (8) Any unit owner of, or holder of a first mortgage on, a  
8393 secondary unit may register such unit owner's or mortgagee's  
8394 interest in the secondary unit with the primary common interest  
8395 community ~~condominium~~ association by delivering written notice  
8396 to the primary common interest community ~~condominium~~  
8397 association. Once registered, the primary common interest  
8398 community ~~condominium~~ association must provide written notice to  
8399 such secondary unit owner and his, her, or its first mortgagee  
8400 at least 30 days before instituting any foreclosure action  
8401 against the subdivided parcel in which the secondary unit owner  
8402 and his, her, or its first mortgagee hold an interest for  
8403 failure of the subdivided parcel owner to pay any assessments or  
8404 other amounts due to the primary common interest community  
8405 ~~condominium~~ association. A foreclosure action against a  
8406 subdivided parcel is not effective without an affidavit  
8407 indicating that written notice of the foreclosure was timely  
8408 sent to the names and addresses of secondary unit owners and  
8409 first mortgagees registered with the primary common interest  
8410 community ~~condominium~~ association pursuant to this subsection.  
8411 The registered secondary unit owner or mortgagee has a right to  
8412 pay the proportionate amount of the delinquent assessment  
8413 attributable to the secondary unit in which the registered unit

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8414 owner or mortgagee holds an interest. Upon such payment, the  
8415 primary common interest community ~~condominium~~ association is  
8416 obligated to promptly modify or partially release the record of  
8417 lien on the primary common interest community ~~condominium~~  
8418 association so that the lien no longer encumbers such secondary  
8419 unit. Alternatively, a registered secondary unit owner or  
8420 mortgagee may pay the amount of all delinquent assessments  
8421 attributed to the subdivided parcel and seek reimbursement for  
8422 all such amounts paid and all costs incurred from the secondary  
8423 common interest community ~~condominium~~ association, including,  
8424 without limitation, the costs of collection other than the share  
8425 allocable to the secondary unit on behalf of which such payment  
8426 was made.

8427 (9) In the event of a conflict between the primary common  
8428 interest community ~~condominium~~ declaration and the secondary  
8429 common interest community ~~condominium~~ declaration, the primary  
8430 common interest community ~~condominium~~ declaration controls.

8431 (10) All common expenses due to the primary common interest  
8432 community ~~condominium~~ association with respect to a subdivided  
8433 parcel are a common expense of the secondary common interest  
8434 community ~~condominium~~ association and shall be collected by the  
8435 secondary common interest community ~~condominium~~ association from  
8436 its members and paid to the primary common interest community  
8437 ~~condominium~~ association.

8438 Section 94. Section 718.501, Florida Statutes, is amended  
8439 to read:

8440 718.501 Authority, responsibility, and duties of Division  
8441 of Common Interest Communities ~~Florida Condominiums, Timeshares,~~  
8442 ~~and Mobile Homes.~~

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8443 (1) The division may enforce and ensure compliance with the  
8444 provisions of this chapter and rules relating to the  
8445 development, construction, sale, lease, ownership, operation,  
8446 and management of residential common interest community  
8447 ~~condominium~~ units. In performing its duties, the division has  
8448 complete jurisdiction to investigate complaints and enforce  
8449 compliance with respect to associations that are still under  
8450 developer control or the control of a bulk assignee or bulk  
8451 buyer pursuant to part VII of this chapter and complaints  
8452 against developers, bulk assignees, or bulk buyers involving  
8453 improper turnover or failure to turnover, pursuant to s.  
8454 718.301. However, after turnover has occurred, the division has  
8455 jurisdiction to investigate complaints related only to financial  
8456 issues, elections, and unit owner access to association records  
8457 pursuant to s. 718.111(12).

8458 (a)1. The division may make necessary public or private  
8459 investigations within or outside this state to determine whether  
8460 any person has violated this chapter or any rule or order  
8461 hereunder, to aid in the enforcement of this chapter, or to aid  
8462 in the adoption of rules or forms.

8463 2. The division may submit any official written report,  
8464 worksheet, or other related paper, or a duly certified copy  
8465 thereof, compiled, prepared, drafted, or otherwise made by and  
8466 duly authenticated by a financial examiner or analyst to be  
8467 admitted as competent evidence in any hearing in which the  
8468 financial examiner or analyst is available for cross-examination  
8469 and attests under oath that such documents were prepared as a  
8470 result of an examination or inspection conducted pursuant to  
8471 this chapter.

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8472 (b) The division may require or permit any person to file a  
8473 statement in writing, under oath or otherwise, as the division  
8474 determines, as to the facts and circumstances concerning a  
8475 matter to be investigated.

8476 (c) For the purpose of any investigation under this  
8477 chapter, the division director or any officer or employee  
8478 designated by the division director may administer oaths or  
8479 affirmations, subpoena witnesses and compel their attendance,  
8480 take evidence, and require the production of any matter which is  
8481 relevant to the investigation, including the existence,  
8482 description, nature, custody, condition, and location of any  
8483 books, documents, or other tangible things and the identity and  
8484 location of persons having knowledge of relevant facts or any  
8485 other matter reasonably calculated to lead to the discovery of  
8486 material evidence. Upon the failure by a person to obey a  
8487 subpoena or to answer questions propounded by the investigating  
8488 officer and upon reasonable notice to all affected persons, the  
8489 division may apply to the circuit court for an order compelling  
8490 compliance.

8491 (d) Notwithstanding any remedies available to unit owners  
8492 and associations, if the division has reasonable cause to  
8493 believe that a violation of any provision of this chapter or  
8494 related rule has occurred, the division may institute  
8495 enforcement proceedings in its own name against any developer,  
8496 bulk assignee, bulk buyer, association, officer, or member of  
8497 the board of administration, or its assignees or agents, as  
8498 follows:

8499 1. The division may permit a person whose conduct or  
8500 actions may be under investigation to waive formal proceedings

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8501 and enter into a consent proceeding whereby orders, rules, or  
8502 letters of censure or warning, whether formal or informal, may  
8503 be entered against the person.

8504 2. The division may issue an order requiring the developer,  
8505 bulk assignee, bulk buyer, association, developer-designated  
8506 officer, or developer-designated member of the board of  
8507 administration, developer-designated assignees or agents, bulk  
8508 assignee-designated assignees or agents, bulk buyer-designated  
8509 assignees or agents, community association manager, or community  
8510 association management firm to cease and desist from the  
8511 unlawful practice and take such affirmative action as in the  
8512 judgment of the division carry out the purposes of this chapter.  
8513 If the division finds that a developer, bulk assignee, bulk  
8514 buyer, association, officer, or member of the board of  
8515 administration, or its assignees or agents, is violating or is  
8516 about to violate any provision of this chapter, any rule adopted  
8517 or order issued by the division, or any written agreement  
8518 entered into with the division, and presents an immediate danger  
8519 to the public requiring an immediate final order, it may issue  
8520 an emergency cease and desist order reciting with particularity  
8521 the facts underlying such findings. The emergency cease and  
8522 desist order is effective for 90 days. If the division begins  
8523 nonemergency cease and desist proceedings, the emergency cease  
8524 and desist order remains effective until the conclusion of the  
8525 proceedings under ss. 120.569 and 120.57.

8526 3. If a developer, bulk assignee, or bulk buyer, fails to  
8527 pay any restitution determined by the division to be owed, plus  
8528 any accrued interest at the highest rate permitted by law,  
8529 within 30 days after expiration of any appellate time period of

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8530 a final order requiring payment of restitution or the conclusion  
8531 of any appeal thereof, whichever is later, the division must  
8532 bring an action in circuit or county court on behalf of any  
8533 association, class of unit owners, lessees, or purchasers for  
8534 restitution, declaratory relief, injunctive relief, or any other  
8535 available remedy. The division may also temporarily revoke its  
8536 acceptance of the filing for the developer to which the  
8537 restitution relates until payment of restitution is made.

8538 4. The division may petition the court for appointment of a  
8539 receiver or conservator. If appointed, the receiver or  
8540 conservator may take action to implement the court order to  
8541 ensure the performance of the order and to remedy any breach  
8542 thereof. In addition to all other means provided by law for the  
8543 enforcement of an injunction or temporary restraining order, the  
8544 circuit court may impound or sequester the property of a party  
8545 defendant, including books, papers, documents, and related  
8546 records, and allow the examination and use of the property by  
8547 the division and a court-appointed receiver or conservator.

8548 5. The division may apply to the circuit court for an order  
8549 of restitution whereby the defendant in an action brought  
8550 pursuant to subparagraph 4. is ordered to make restitution of  
8551 those sums shown by the division to have been obtained by the  
8552 defendant in violation of this chapter. At the option of the  
8553 court, such restitution is payable to the conservator or  
8554 receiver appointed pursuant to subparagraph 4. or directly to  
8555 the persons whose funds or assets were obtained in violation of  
8556 this chapter.

8557 6. The division may impose a civil penalty against a  
8558 developer, bulk assignee, or bulk buyer, or association, or its

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8559 assignee or agent, for any violation of this chapter or related  
8560 rule. The division may impose a civil penalty individually  
8561 against an officer or board member who willfully and knowingly  
8562 violates a provision of this chapter, adopted rule, or a final  
8563 order of the division; may order the removal of such individual  
8564 as an officer or from the board of administration or as an  
8565 officer of the association; and may prohibit such individual  
8566 from serving as an officer or on the board of a community  
8567 association for a period of time. The term "willfully and  
8568 knowingly" means that the division informed the officer or board  
8569 member that his or her action or intended action violates this  
8570 chapter, a rule adopted under this chapter, or a final order of  
8571 the division and that the officer or board member refused to  
8572 comply with the requirements of this chapter, a rule adopted  
8573 under this chapter, or a final order of the division. The  
8574 division, before initiating formal agency action under chapter  
8575 120, must afford the officer or board member an opportunity to  
8576 voluntarily comply, and an officer or board member who complies  
8577 within 10 days is not subject to a civil penalty. A penalty may  
8578 be imposed on the basis of each day of continuing violation, but  
8579 the penalty for any offense may not exceed \$5,000. By January 1,  
8580 1998, the division shall adopt, by rule, penalty guidelines  
8581 applicable to possible violations or to categories of violations  
8582 of this chapter or rules adopted by the division. The guidelines  
8583 must specify a meaningful range of civil penalties for each such  
8584 violation of the statute and rules and must be based upon the  
8585 harm caused by the violation, the repetition of the violation,  
8586 and upon such other factors deemed relevant by the division. For  
8587 example, the division may consider whether the violations were

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8588 committed by a developer, bulk assignee, or bulk buyer, or  
8589 owner-controlled association, the size of the association, and  
8590 other factors. The guidelines must designate the possible  
8591 mitigating or aggravating circumstances that justify a departure  
8592 from the range of penalties provided by the rules. It is the  
8593 legislative intent that minor violations be distinguished from  
8594 those which endanger the health, safety, or welfare of the  
8595 common interest community ~~condominium~~ residents or other persons  
8596 and that such guidelines provide reasonable and meaningful  
8597 notice to the public of likely penalties that may be imposed for  
8598 proscribed conduct. This subsection does not limit the ability  
8599 of the division to informally dispose of administrative actions  
8600 or complaints by stipulation, agreed settlement, or consent  
8601 order. All amounts collected shall be deposited with the Chief  
8602 Financial Officer to the credit of the Division of Common  
8603 Interest Communities ~~Florida Condominiums, Timeshares, and~~  
8604 ~~Mobile Homes~~ Trust Fund. If a developer, bulk assignee, or bulk  
8605 buyer fails to pay the civil penalty and the amount deemed to be  
8606 owed to the association, the division shall issue an order  
8607 directing that such developer, bulk assignee, or bulk buyer  
8608 cease and desist from further operation until such time as the  
8609 civil penalty is paid or may pursue enforcement of the penalty  
8610 in a court of competent jurisdiction. If an association fails to  
8611 pay the civil penalty, the division shall pursue enforcement in  
8612 a court of competent jurisdiction, and the order imposing the  
8613 civil penalty or the cease and desist order is not effective  
8614 until 20 days after the date of such order. Any action commenced  
8615 by the division shall be brought in the county in which the  
8616 division has its executive offices or in the county where the

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8617 violation occurred.

8618         7. If a unit owner presents the division with proof that  
8619 the unit owner has requested access to official records in  
8620 writing by certified mail, and that after 5 ~~10~~ days the unit  
8621 owner again made the same request for access to official records  
8622 in writing by certified mail, and that more than 5 ~~10~~ days has  
8623 elapsed since the second request and the association has still  
8624 failed or refused to provide access to official records as  
8625 required by this chapter, the division shall issue a subpoena  
8626 requiring production of the requested records where the records  
8627 are kept pursuant to s. 718.112.

8628         8. In addition to subparagraph 6., the division may seek  
8629 the imposition of a civil penalty through the circuit court for  
8630 any violation for which the division may issue a notice to show  
8631 cause under paragraph (r). The civil penalty shall be at least  
8632 \$500 but no more than \$5,000 for each violation. The court may  
8633 also award ~~to the prevailing party~~ court costs and reasonable  
8634 attorney attorney's fees to the prevailing party and, if the  
8635 division prevails, may also award reasonable costs of  
8636 investigation.

8637         (e) The division may prepare and disseminate a prospectus  
8638 and other information to assist prospective owners, purchasers,  
8639 lessees, and developers of residential common interest  
8640 communities ~~condominiums~~ in assessing the rights, privileges,  
8641 and duties pertaining thereto.

8642         (f) The division may adopt rules to administer and enforce  
8643 the provisions of this chapter.

8644         (g) The division shall establish procedures for providing  
8645 notice to an association and the developer, bulk assignee, or

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8646 bulk buyer during the period in which the developer, bulk  
8647 assignee, or bulk buyer controls the association if the division  
8648 is considering the issuance of a declaratory statement with  
8649 respect to the documents declaration of the common interest  
8650 community condominium or any related document governing such  
8651 common interest condominium community.

8652 (h) The division shall furnish each association that pays  
8653 the fees required by paragraph (2) (a) a copy of this chapter, as  
8654 amended, and the rules adopted thereto on an annual basis.

8655 (i) The division shall annually provide each association  
8656 with a summary of declaratory statements and formal legal  
8657 opinions relating to the operations of common interest  
8658 communities condominiums which were rendered by the division  
8659 during the previous year.

8660 (j) The division shall provide training and educational  
8661 programs for common interest community condominium association  
8662 board members and unit owners. The training may, in the  
8663 division's discretion, include web-based electronic media, and  
8664 live training and seminars in various locations throughout the  
8665 state. The division may review and approve education and  
8666 training programs for board members and unit owners offered by  
8667 providers and shall maintain a current list of approved programs  
8668 and providers and make such list available to board members and  
8669 unit owners in a reasonable and cost-effective manner.

8670 (k) The division shall maintain a toll-free telephone  
8671 number accessible to common interest community condominium unit  
8672 owners.

8673 (l) The division shall develop a program to certify both  
8674 volunteer and paid mediators to provide mediation of common

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8675 interest community ~~condominium~~ disputes. The division shall  
8676 provide, upon request, a list of such mediators to any  
8677 association, unit owner, or other participant in arbitration  
8678 proceedings under s. 718.1255 requesting a copy of the list. The  
8679 division shall include on the list of volunteer mediators only  
8680 the names of persons who have received at least 20 hours of  
8681 training in mediation techniques or who have mediated at least  
8682 20 disputes. In order to become initially certified by the  
8683 division, paid mediators must be certified by the Supreme Court  
8684 to mediate court cases in county or circuit courts. However, the  
8685 division may adopt, by rule, additional factors for the  
8686 certification of paid mediators, which must be related to  
8687 experience, education, or background. Any person initially  
8688 certified as a paid mediator by the division must, in order to  
8689 continue to be certified, comply with the factors or  
8690 requirements adopted by rule.

8691 (m) If a complaint is made, the division must conduct its  
8692 inquiry with due regard for the interests of the affected  
8693 parties. Within 30 days after receipt of a complaint, the  
8694 division shall acknowledge the complaint in writing and notify  
8695 the complainant whether the complaint is within the jurisdiction  
8696 of the division and whether additional information is needed by  
8697 the division from the complainant. The division shall conduct  
8698 its investigation and, within 90 days after receipt of the  
8699 original complaint or of timely requested additional  
8700 information, take action upon the complaint. However, the  
8701 failure to complete the investigation within 90 days does not  
8702 prevent the division from continuing the investigation,  
8703 accepting or considering evidence obtained or received after 90

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8704 days, or taking administrative action if reasonable cause exists  
8705 to believe that a violation of this chapter or a rule has  
8706 occurred. If an investigation is not completed within the time  
8707 limits established in this paragraph, the division shall, on a  
8708 monthly basis, notify the complainant in writing of the status  
8709 of the investigation. When reporting its action to the  
8710 complainant, the division shall inform the complainant of any  
8711 right to a hearing pursuant to ss. 120.569 and 120.57.

8712 (n) Common interest community ~~Condominium~~ association  
8713 directors, officers, and employees; common interest community  
8714 ~~condominium~~ developers; bulk assignees, bulk buyers, and  
8715 community association managers; and community association  
8716 management firms have an ongoing duty to reasonably cooperate  
8717 with the division in any investigation pursuant to this section.  
8718 The division shall refer to local law enforcement authorities  
8719 any person whom the division believes has altered, destroyed,  
8720 concealed, or removed any record, document, or thing required to  
8721 be kept or maintained by this chapter with the purpose to impair  
8722 its verity or availability in the department's investigation.

8723 (o) The division may:

- 8724 1. Contract with agencies in this state or other  
8725 jurisdictions to perform investigative functions; or  
8726 2. Accept grants-in-aid from any source.

8727 (p) The division shall cooperate with similar agencies in  
8728 other jurisdictions to establish uniform filing procedures and  
8729 forms, public offering statements, advertising standards, and  
8730 rules and common administrative practices.

8731 (q) The division shall consider notice to a developer, bulk  
8732 assignee, or bulk buyer to be complete when it is delivered to

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8733 the address of the developer, bulk assignee, or bulk buyer  
8734 currently on file with the division.

8735 (r) In addition to its enforcement authority, the division  
8736 may issue a notice to show cause, which must provide for a  
8737 hearing, upon written request, in accordance with chapter 120.

8738 (s) The division shall submit to the Governor, the  
8739 President of the Senate, the Speaker of the House of  
8740 Representatives, and the chairs of the legislative  
8741 appropriations committees an annual report that includes, but  
8742 need not be limited to, the number of training programs provided  
8743 for common interest community ~~condominium~~ association board  
8744 members and unit owners, the number of complaints received by  
8745 type, the number and percent of complaints acknowledged in  
8746 writing within 30 days and the number and percent of  
8747 investigations acted upon within 90 days in accordance with  
8748 paragraph (m), and the number of investigations exceeding the  
8749 90-day requirement. The annual report must also include an  
8750 evaluation of the division's core business processes and make  
8751 recommendations for improvements, including statutory changes.  
8752 The report shall be submitted by September 30 following the end  
8753 of the fiscal year.

8754 (2) (a) Each common interest community ~~condominium~~  
8755 association that ~~which~~ operates more than two units shall pay to  
8756 the division an annual fee in the amount of \$2 ~~\$4~~ for each  
8757 residential unit in common interest communities ~~condominiums~~  
8758 operated by the association. If the fee is not paid by March 1,  
8759 the association shall be assessed a penalty of 10 percent of the  
8760 amount due, and the association will not have standing to  
8761 maintain or defend any action in the courts of this state until

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8762 the amount due, plus any penalty, is paid.

8763 (b) All fees shall be deposited in the Division of Common  
8764 Interest Communities ~~Florida Condominiums, Timeshares, and~~  
8765 ~~Mobile Homes~~ Trust Fund as provided by law.

8766 Section 95. Section 718.5011, Florida Statutes, is amended  
8767 to read:

8768 718.5011 Ombudsman; appointment; administration.—

8769 (1) There is created an Office of the Common Interest  
8770 Community Condominium Ombudsman, to be located for  
8771 administrative purposes within the Division of Common Interest  
8772 Communities ~~Florida Condominiums, Timeshares, and Mobile Homes~~.

8773 The functions of the office shall be funded by the Division of  
8774 Common Interest Communities ~~Florida Condominiums, Timeshares,~~  
8775 ~~and Mobile Homes~~ Trust Fund. The ombudsman shall be a bureau  
8776 chief of the division, and the office shall be set within the  
8777 division in the same manner as any other bureau is staffed and  
8778 funded.

8779 (2) The Governor shall appoint the ombudsman. The ombudsman  
8780 must be an attorney admitted to practice before the Florida  
8781 Supreme Court and shall serve at the pleasure of the Governor. A  
8782 vacancy in the office shall be filled in the same manner as the  
8783 original appointment. An officer or full-time employee of the  
8784 ombudsman's office may not actively engage in any other business  
8785 or profession that directly or indirectly relates to or  
8786 conflicts with his or her work in the ombudsman's office; serve  
8787 as the representative of any political party, executive  
8788 committee, or other governing body of a political party; serve  
8789 as an executive, officer, or employee of a political party;  
8790 receive remuneration for activities on behalf of any candidate

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8791 for public office; or engage in soliciting votes or other  
8792 activities on behalf of a candidate for public office. The  
8793 ombudsman or any employee of his or her office may not become a  
8794 candidate for election to public office unless he or she first  
8795 resigns from his or her office or employment.

8796 Section 96. Section 718.5012, Florida Statutes, is amended  
8797 to read:

8798 718.5012 Ombudsman; powers and duties.—The ombudsman shall  
8799 have the powers that are necessary to carry out the duties of  
8800 his or her office, including the following specific powers:

8801 (1) To have access to and use of all files and records of  
8802 the division.

8803 (2) To employ professional and clerical staff as necessary  
8804 for the efficient operation of the office.

8805 (3) To prepare and issue reports and recommendations to the  
8806 Governor, the department, the division, the Advisory Council on  
8807 Common Interest Communities ~~Condominiums~~, the President of the  
8808 Senate, and the Speaker of the House of Representatives on any  
8809 matter or subject within the jurisdiction of the division. The  
8810 ombudsman shall make recommendations he or she deems appropriate  
8811 for legislation relative to division procedures, rules,  
8812 jurisdiction, personnel, and functions.

8813 (4) To act as liaison between the division, unit owners,  
8814 boards of directors, board members, community association  
8815 managers, and other affected parties. The ombudsman shall  
8816 develop policies and procedures to assist unit owners, boards of  
8817 directors, board members, community association managers, and  
8818 other affected parties to understand their rights and  
8819 responsibilities as set forth in this chapter and the common

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8820 interest community ~~condominium~~ documents governing their  
8821 respective association. The ombudsman shall coordinate and  
8822 assist in the preparation and adoption of educational and  
8823 reference material, and shall endeavor to coordinate with  
8824 private or volunteer providers of these services, so that the  
8825 availability of these resources is made known to the largest  
8826 possible audience.

8827 (5) To monitor and review procedures and disputes  
8828 concerning common interest community ~~condominium~~ elections or  
8829 meetings, including, but not limited to, recommending that the  
8830 division pursue enforcement action in any manner where there is  
8831 reasonable cause to believe that election misconduct has  
8832 occurred.

8833 (6) To make recommendations to the division for changes in  
8834 rules and procedures for the filing, investigation, and  
8835 resolution of complaints filed by unit owners, associations, and  
8836 managers.

8837 (7) To provide resources to assist members of boards of  
8838 directors and officers of associations to carry out their powers  
8839 and duties consistent with this chapter, division rules, and the  
8840 common interest community ~~condominium~~ documents governing the  
8841 association.

8842 (8) To encourage and facilitate voluntary meetings with and  
8843 between unit owners, boards of directors, board members,  
8844 community association managers, and other affected parties when  
8845 the meetings may assist in resolving a dispute within a  
8846 community association before a person submits a dispute for a  
8847 formal or administrative remedy. It is the intent of the  
8848 Legislature that the ombudsman act as a neutral resource for

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8849 both the rights and responsibilities of unit owners,  
 8850 associations, and board members.

8851 (9) To assist with the resolution of disputes between unit  
 8852 owners and the association or between unit owners when the  
 8853 dispute is not within the jurisdiction of the division to  
 8854 resolve.

8855 (10) Fifteen percent of the total voting interests in a  
 8856 common interest community ~~condominium~~ association, or six unit  
 8857 owners, whichever is greater, may petition the ombudsman to  
 8858 appoint an election monitor to attend the annual meeting of the  
 8859 unit owners and conduct the election of directors. The ombudsman  
 8860 shall appoint a division employee, a person or persons  
 8861 specializing in common interest community ~~condominium~~ election  
 8862 monitoring, or an attorney licensed to practice in this state as  
 8863 the election monitor. All costs associated with the election  
 8864 monitoring process shall be paid by the association. The  
 8865 division shall adopt a rule establishing procedures for the  
 8866 appointment of election monitors and the scope and extent of the  
 8867 monitor's role in the election process.

8868 Section 97. Section 718.50156, Florida Statutes, is created  
 8869 to read:

8870 718.50156 Community Association Living Study Council;  
 8871 membership functions.-

8872 (1) The Community Association Living Study Council is  
 8873 created effective October 1, 2016. The council shall consist of  
 8874 seven appointed members. Two members shall be appointed by the  
 8875 President of the Senate, two members shall be appointed by the  
 8876 Speaker of the House of Representatives, and three members, one  
 8877 of whom may represent timeshare common interest communities,

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8878 shall be appointed by the Governor. The director of the division  
8879 shall appoint an ex officio nonvoting member. The Legislature  
8880 intends that the council members represent a cross-section of  
8881 persons interested in community association issues. The council  
8882 shall be located within the division for administrative  
8883 purposes. Members of the council shall serve without  
8884 compensation but may receive per diem and travel expenses  
8885 pursuant to s. 112.061 while on official business.

8886 (2) The council shall perform the following functions:

8887 (a) Receive, from the public, Legislature, Governor, and  
8888 others, input regarding issues of concern with respect to  
8889 community association administration, including living in common  
8890 interest communities. The council shall make recommendations for  
8891 changes in general law related to community associations. The  
8892 issues that the council shall consider include, but are not  
8893 limited to, the rights and responsibilities of the unit owners  
8894 in relation to the rights and responsibilities of the  
8895 association.

8896 (b) Review, evaluate, and advise the division concerning  
8897 revisions to and adoption of rules affecting common interest  
8898 communities.

8899 (c) Recommend improvements, if needed, in education  
8900 programs offered by the division.

8901 (d) Review, evaluate, and advise the Legislature concerning  
8902 revisions and improvements to general laws relating to common  
8903 interest communities.

8904 (e) Freely consult with the Regulatory Council of Community  
8905 Association Managers of the Department of Business and  
8906 Professional Regulation to coordinate efforts for regulatory or

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8907 legislative improvements.

8908 (3) The council may elect a chair and vice chair and other  
8909 officers it deems advisable. The council shall meet at the call  
8910 of its chair, at the request of a majority of its membership, at  
8911 the request of the division, or at such times as it may  
8912 prescribe. A majority of the members of the council shall  
8913 constitute a quorum. Council action may be taken by vote of a  
8914 majority of the voting members who are present at a meeting  
8915 where there is a quorum.

8916 Section 98. Section 718.502, Florida Statutes, is amended  
8917 to read:

8918 718.502 Filing prior to sale or lease.—

8919 (1) (a) A developer of a residential common interest  
8920 community ~~condominium~~ or mixed-use common interest community  
8921 ~~condominium~~ shall file with the division one copy of each of the  
8922 documents and items required to be furnished to a buyer or  
8923 lessee by ss. 718.503 and 718.504, if applicable. Until the  
8924 developer has so filed, a contract for sale of a unit or lease  
8925 of a unit for more than 5 years shall be voidable by the  
8926 purchaser or lessee prior to the closing of his or her purchase  
8927 or lease of a unit.

8928 (b) A developer may not close on any contract for sale or  
8929 contract for a lease period of more than 5 years until the  
8930 developer prepares and files with the division documents  
8931 complying with the requirements of this chapter and the rules  
8932 adopted by the division and until the division notifies the  
8933 developer that the filing is proper and the developer prepares  
8934 and delivers all documents required by s. 718.503(1)(b) to the  
8935 prospective buyer.

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8936 (c) The division by rule may develop filing, review, and  
8937 examination requirements and relevant timetables to ensure  
8938 compliance with the notice and disclosure provisions of this  
8939 section.

8940 (2) (a) Before ~~Prior to~~ filing as required by subsection  
8941 (1), and before ~~prior to~~ acquiring an ownership, leasehold, or  
8942 contractual interest in the land upon which the common interest  
8943 community condominium is to be developed, a developer shall not  
8944 offer a contract for purchase of a unit or lease of a unit for  
8945 more than 5 years. However, the developer may accept deposits  
8946 for reservations upon the approval of a fully executed escrow  
8947 agreement and reservation agreement form properly filed with the  
8948 Division of Common Interest Communities ~~Florida Condominiums,~~  
8949 ~~Timeshares, and Mobile Homes~~. Each filing of a proposed  
8950 reservation program shall be accompanied by a filing fee of  
8951 \$250. Reservations shall not be taken on a proposed common  
8952 interest community condominium unless the developer has an  
8953 ownership, leasehold, or contractual interest in the land upon  
8954 which the common interest community condominium is to be  
8955 developed. The division shall notify the developer within 20  
8956 days of receipt of the reservation filing of any deficiencies  
8957 contained therein. Such notification shall not preclude the  
8958 determination of reservation filing deficiencies at a later  
8959 date, nor shall it relieve the developer of any responsibility  
8960 under the law. The escrow agreement and the reservation  
8961 agreement form shall include a statement of the right of the  
8962 prospective purchaser to an immediate unqualified refund of the  
8963 reservation deposit moneys upon written request to the escrow  
8964 agent by the prospective purchaser or the developer.

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8965 (b) The executed escrow agreement signed by the developer  
8966 and the escrow agent shall contain the following information:

8967 1. A statement that the escrow agent will grant a  
8968 prospective purchaser an immediate, unqualified refund of the  
8969 reservation deposit moneys upon written request either directly  
8970 to the escrow agent or to the developer.

8971 2. A statement that the escrow agent is responsible for not  
8972 releasing moneys directly to the developer except as a down  
8973 payment on the purchase price at the time a contract is signed  
8974 by the purchaser if provided in the contract.

8975 (c) The reservation agreement form shall include the  
8976 following:

8977 1. A statement of the obligation of the developer to file  
8978 common interest community ~~condominium~~ documents with the  
8979 division prior to entering into a binding purchase agreement or  
8980 binding agreement for a lease of more than 5 years.

8981 2. A statement of the right of the prospective purchaser to  
8982 receive all common interest community ~~condominium~~ documents as  
8983 required by this chapter.

8984 3. The name and address of the escrow agent.

8985 4. A statement as to whether the developer assures that the  
8986 purchase price represented in or pursuant to the reservation  
8987 agreement will be the price in the contract for purchase and  
8988 sale or that the price represented may be exceeded within a  
8989 stated amount or percentage or that no assurance is given as to  
8990 the price in the contract for purchase or sale.

8991 5. A statement that the deposit must be payable to the  
8992 escrow agent and that the escrow agent must provide a receipt to  
8993 the prospective purchaser.

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8994 (3) Upon filing as required by subsection (1), the  
 8995 developer shall pay to the division a filing fee of \$20 for each  
 8996 residential unit to be sold by the developer which is described  
 8997 in the documents filed. If the common interest community  
 8998 ~~condominium~~ is to be built or sold in phases, the fee shall be  
 8999 paid prior to offering for sale units in any subsequent phase.  
 9000 Every developer who holds a unit or units for sale in a common  
 9001 interest community ~~condominium~~ shall submit to the division any  
 9002 amendments to documents or items on file with the division and  
 9003 deliver to purchasers all amendments prior to closing, but in no  
 9004 event, later than 10 days after the amendment. Upon filing of  
 9005 amendments to documents currently on file with the division, the  
 9006 developer shall pay to the division a filing fee of up to \$100  
 9007 per filing, with the exact fee to be set by division rule.

9008 (4) Any developer who complies with this section is not  
 9009 required to file with any other division or agency of this state  
 9010 for approval to sell the units in the common interest community  
 9011 ~~condominium~~, the information for the common interest community  
 9012 ~~condominium~~ for which he or she filed.

9013 (5) In addition to those disclosures described by ss.  
 9014 718.503 and 718.504, the division is authorized to require such  
 9015 other disclosure as deemed necessary to fully and ~~or~~ fairly  
 9016 disclose all aspects of the offering.

9017 Section 99. Section 718.503, Florida Statutes, is amended  
 9018 to read:

9019 718.503 Developer disclosure prior to sale; nondeveloper  
 9020 unit owner disclosure prior to sale; voidability.—

9021 (1) DEVELOPER DISCLOSURE.—

9022 (a) *Contents of contracts.*—Any contract for the sale of a

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9023 residential unit or a lease thereof for an unexpired term of  
9024 more than 5 years shall:

9025 1. Contain the following legend in conspicuous type: THIS  
9026 AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF  
9027 THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF  
9028 EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER  
9029 OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY  
9030 THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS  
9031 AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE  
9032 OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE  
9033 OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY  
9034 ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO  
9035 THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS  
9036 SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR  
9037 A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED  
9038 ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT  
9039 SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET  
9040 DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE COMMON  
9041 INTEREST COMMUNITY CONDOMINIUM ACT ARE ESTIMATES ONLY AND  
9042 REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND  
9043 CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE  
9044 BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED  
9045 THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE  
9046 MATERIAL ADVERSE CHANGES IN THE OFFERING.

9047 2. Contain the following caveat in conspicuous type on the  
9048 first page of the contract: ORAL REPRESENTATIONS CANNOT BE  
9049 RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE  
9050 DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE  
9051 TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503,

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9052 FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR  
9053 LESSEE.

9054 3. If the unit has been occupied by someone other than the  
9055 buyer, contain a statement that the unit has been occupied.

9056 4. If the contract is for the sale or transfer of a unit  
9057 subject to a lease, include as an exhibit a copy of the executed  
9058 lease and shall contain within the text in conspicuous type: THE  
9059 UNIT IS SUBJECT TO A LEASE (OR SUBLEASE).

9060 5. If the contract is for the lease of a unit for a term of  
9061 5 years or more, include as an exhibit a copy of the proposed  
9062 lease.

9063 6. If the contract is for the sale or lease of a unit that  
9064 is subject to a lien for rent payable under a lease of a  
9065 recreational facility or other commonly used facility, contain  
9066 within the text the following statement in conspicuous type:  
9067 THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS SUBJECT TO A  
9068 LIEN FOR RENT PAYABLE UNDER A LEASE OF COMMONLY USED FACILITIES.  
9069 FAILURE TO PAY RENT MAY RESULT IN FORECLOSURE OF THE LIEN.

9070 7. State the name and address of the escrow agent required  
9071 by s. 718.202 and state that the purchaser may obtain a receipt  
9072 for his or her deposit from the escrow agent upon request.

9073 8. If the contract is for the sale or transfer of a unit in  
9074 a common interest community ~~condominium~~ in which timeshare  
9075 estates have been or may be created, contain within the text in  
9076 conspicuous type: UNITS IN THIS COMMON INTEREST COMMUNITY  
9077 ~~CONDOMINIUM~~ ARE SUBJECT TO TIMESHARE ESTATES. The contract for  
9078 the sale of a fee interest in a timeshare estate shall also  
9079 contain, in conspicuous type, the following: FOR THE PURPOSE OF  
9080 AD VALOREM TAXES OR SPECIAL ASSESSMENTS LEVIED BY TAXING

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9081 AUTHORITIES AGAINST A FEE INTEREST IN A TIMESHARE ESTATE, THE  
9082 MANAGING ENTITY IS GENERALLY CONSIDERED THE TAXPAYER UNDER  
9083 FLORIDA LAW. YOU HAVE THE RIGHT TO CHALLENGE AN ASSESSMENT BY A  
9084 TAXING AUTHORITY RELATING TO YOUR TIMESHARE ESTATE PURSUANT TO  
9085 THE PROVISIONS OF CHAPTER 194, FLORIDA STATUTES.

9086 (b) *Copies of documents to be furnished to prospective*  
9087 *buyer or lessee.*—Until such time as the developer has furnished  
9088 the documents listed below to a person who has entered into a  
9089 contract to purchase a residential unit or lease it for more  
9090 than 5 years, the contract may be voided by that person,  
9091 entitling the person to a refund of any deposit together with  
9092 interest thereon as provided in s. 718.202. The contract may be  
9093 terminated by written notice from the proposed buyer or lessee  
9094 delivered to the developer within 15 days after the buyer or  
9095 lessee receives all of the documents required by this section.  
9096 The developer may not close for 15 days following the execution  
9097 of the agreement and delivery of the documents to the buyer as  
9098 evidenced by a signed receipt for documents unless the buyer is  
9099 informed in the 15-day voidability period and agrees to close  
9100 prior to the expiration of the 15 days. The developer shall  
9101 retain in his or her records a separate agreement signed by the  
9102 buyer as proof of the buyer's agreement to close prior to the  
9103 expiration of said voidability period. Said proof shall be  
9104 retained for a period of 5 years after the date of the closing  
9105 of the transaction. The documents to be delivered to the  
9106 prospective buyer are the prospectus or disclosure statement  
9107 with all exhibits, if the development is subject to the  
9108 provisions of s. 718.504, or, if not, then copies of the  
9109 following which are applicable:

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9110 1. The question and answer sheet described in s. 718.504,  
9111 and documents ~~declaration~~ of the common interest community  
9112 ~~condominium~~, or the proposed documents ~~declaration~~ if the  
9113 documents have ~~declaration has~~ not been recorded, which shall  
9114 include the certificate of a surveyor approximately representing  
9115 the locations required by s. 718.104.

9116 2. The documents creating the association.

9117 3. The bylaws.

9118 4. The ground lease or other underlying lease of the common  
9119 interest community ~~condominium~~.

9120 5. The management contract, maintenance contract, and other  
9121 contracts for management of the association and operation of the  
9122 common interest community ~~condominium~~ and facilities used by the  
9123 unit owners having a service term in excess of 1 year, and any  
9124 renewable management contracts ~~that are renewable~~.

9125 6. The estimated operating budget for the common interest  
9126 community ~~condominium~~ and a schedule of expenses for each type  
9127 of unit, including fees assessed pursuant to s. 718.113(1) for  
9128 the maintenance of limited common elements where such costs are  
9129 shared only by those entitled to use the limited common  
9130 elements.

9131 7. The lease of recreational and other facilities that will  
9132 be used only by unit owners of the subject common interest  
9133 community ~~condominium~~.

9134 8. The lease of recreational and other common facilities  
9135 that will be used by unit owners in common with unit owners of  
9136 other common interest communities ~~condominiums~~.

9137 9. The form of unit lease if the offer is for ~~of a~~  
9138 leasehold.

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9139 10. Any declaration of servitude of properties serving the  
9140 common interest community ~~condominium~~ but not owned by unit  
9141 owners or leased to them or the association.

9142 11. If the development is to be built in phases or if the  
9143 association is to manage more than one common interest community  
9144 ~~condominium~~, a description of the plan of phase development or  
9145 the arrangements for the association to manage two or more  
9146 common interest communities ~~condominiums~~.

9147 12. If the common interest community ~~condominium~~ is a  
9148 conversion of existing improvements, the statements and  
9149 disclosure required by s. 718.616.

9150 13. The form of agreement for sale or lease of units.

9151 14. A copy of the floor plan of the unit and the plot plan  
9152 showing the location of the residential buildings and the  
9153 recreation and other common areas.

9154 15. A copy of all covenants and restrictions which will  
9155 affect the use of the property and which are not contained in  
9156 the foregoing.

9157 16. If the developer is required by state or local  
9158 authorities to obtain acceptance or approval of any dock or  
9159 marina facilities intended to serve the common interest  
9160 community ~~condominium~~, a copy of any such acceptance or approval  
9161 acquired by the time of filing with the division under s.  
9162 718.502(1), or a statement that such acceptance or approval has  
9163 not been acquired or received.

9164 17. Evidence demonstrating that the developer has an  
9165 ownership, leasehold, or contractual interest in the land upon  
9166 which the common interest community ~~condominium~~ is to be  
9167 developed.

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9168 18. The governance form referenced in paragraph (2) (a).

9169 (c) *Subsequent estimates; when provided.*—If the closing on  
 9170 a contract occurs more than 12 months after the filing of the  
 9171 offering circular with the division, the developer shall provide  
 9172 a copy of the current estimated operating budget of the  
 9173 association to the buyer at closing, which shall not be  
 9174 considered an amendment that modifies the offering provided any  
 9175 changes to the association’s budget from the budget given to the  
 9176 buyer at the time of contract signing were the result of matters  
 9177 beyond the developer’s control. Changes in budgets of any master  
 9178 association, recreation association, or club and similar budgets  
 9179 for entities other than the association shall likewise not be  
 9180 considered amendments that modify the offering. It is the intent  
 9181 of this paragraph to clarify existing law.

9182 (2) NONDEVELOPER DISCLOSURE.—

9183 (a) Each unit owner who is not a developer as defined by  
 9184 this chapter shall comply with the provisions of this subsection  
 9185 prior to the sale of his or her unit. Each prospective purchaser  
 9186 who has entered into a contract for the purchase of a common  
 9187 interest community condominium unit is entitled, at the seller’s  
 9188 expense, to a current copy of the declaration of common interest  
 9189 community condominium, articles of incorporation of the  
 9190 association, bylaws and rules of the association, financial  
 9191 information required by s. 718.111, ~~and~~ the document entitled  
 9192 “Frequently Asked Questions and Answers” required by s. 718.504,  
 9193 ~~and. On and after January 1, 2009, the prospective purchaser~~  
 9194 ~~shall also be entitled to receive from the seller a copy of the~~  
 9195 ~~a governance form referenced in this paragraph . Such form shall~~  
 9196 ~~be~~ provided by the division summarizing governance of common

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9197 interest community ~~condominium~~ associations. In addition to such  
9198 other information as the division considers helpful to a  
9199 prospective purchaser in understanding association governance,  
9200 the governance form shall address the following subjects:

9201 1. The role of the board in conducting the day-to-day  
9202 affairs of the association on behalf of, and in the best  
9203 interests of, the owners.

9204 2. The board's responsibility to provide advance notice of  
9205 board and membership meetings.

9206 3. The rights of owners to attend and speak at board and  
9207 membership meetings.

9208 4. The responsibility of the board and of owners with  
9209 respect to maintenance of the common interest community  
9210 ~~condominium~~ property.

9211 5. The responsibility of the board and owners to abide by  
9212 the common interest community ~~condominium~~ documents, this  
9213 chapter, rules adopted by the division, and reasonable rules  
9214 adopted by the board.

9215 6. Owners' rights to inspect and copy association records  
9216 and the limitations on such rights.

9217 7. Remedies available to owners with respect to actions by  
9218 the board which may be abusive or beyond the board's power and  
9219 authority.

9220 8. The right of the board to hire a property management  
9221 firm, subject to its own primary responsibility for such  
9222 management.

9223 9. The responsibility of owners with regard to payment of  
9224 regular or special assessments necessary for the operation of  
9225 the property and the potential consequences of failure to pay

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9226 such assessments.

9227 10. The voting rights of owners.

9228 11. Rights and obligations of the board in enforcement of  
9229 rules in the common interest community ~~condominium~~ documents and  
9230 rules adopted by the board.

9231

9232 The governance form shall also include the following statement  
9233 in conspicuous type: "This publication is intended as an  
9234 informal educational overview of common interest community  
9235 ~~condominium~~ governance. In the event of a conflict, the  
9236 provisions of chapter 718, Florida Statutes, rules adopted by  
9237 the Division of Common Interest Communities ~~Florida~~  
9238 ~~Condominiums, Timeshares, and Mobile Homes~~ of the Department of  
9239 Business and Professional Regulation, the provisions of the  
9240 common interest community ~~condominium~~ documents, and reasonable  
9241 rules adopted by the common interest community ~~condominium~~  
9242 association's board of administration prevail over the contents  
9243 of this publication."

9244 (b) If a person licensed under part I of chapter 475  
9245 provides to or otherwise obtains for a prospective purchaser the  
9246 documents described in this subsection, the person is not liable  
9247 for any error or inaccuracy contained in the documents.

9248 (c) Each contract entered into after July 1, 1992, for the  
9249 resale of a residential unit shall contain in conspicuous type  
9250 either:

9251 1. A clause which states: THE BUYER HEREBY ACKNOWLEDGES  
9252 THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DOCUMENTS  
9253 ~~DECLARATION OF THE COMMON INTEREST COMMUNITY CONDOMINIUM,~~  
9254 ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES

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9255 OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END  
 9256 FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS  
 9257 DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND  
 9258 LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT; or

9259       2. A clause which states: THIS AGREEMENT IS VOIDABLE BY  
 9260 BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO  
 9261 CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL  
 9262 HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE  
 9263 BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DOCUMENTS  
 9264 ~~DECLARATION OF THE COMMON INTEREST COMMUNITY CONDOMINIUM,~~  
 9265 ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION,  
 9266 AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND  
 9267 FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED  
 9268 IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS  
 9269 SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR  
 9270 A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS,  
 9271 AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DOCUMENTS  
 9272 ~~DECLARATION,~~ ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE  
 9273 ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL  
 9274 INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT  
 9275 IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT  
 9276 SHALL TERMINATE AT CLOSING.

9277  
 9278 A contract that does not conform to the requirements of this  
 9279 paragraph is voidable at the option of the purchaser prior to  
 9280 closing.

9281       (3) OTHER DISCLOSURE.—

9282       (a) If residential common interest community ~~condominium~~  
 9283 parcels are offered for sale or lease prior to completion of

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9284 construction of the units and of improvements to the common  
9285 elements, or prior to completion of remodeling of previously  
9286 occupied buildings, the developer shall make available to each  
9287 prospective purchaser or lessee, for his or her inspection at a  
9288 place convenient to the site, a copy of the complete plans and  
9289 specifications for the construction or remodeling of the unit  
9290 offered to him or her and of the improvements to the common  
9291 elements appurtenant to the unit.

9292 (b) Sales brochures, if any, shall be provided to each  
9293 purchaser, and the following caveat in conspicuous type shall be  
9294 placed on the inside front cover or on the first page containing  
9295 text material of the sales brochure, or otherwise conspicuously  
9296 displayed: ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS  
9297 CORRECTLY STATING REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT  
9298 REPRESENTATIONS, MAKE REFERENCE TO THIS BROCHURE AND TO THE  
9299 DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE  
9300 FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE. If timeshare  
9301 estates have been or may be created with respect to any unit in  
9302 the common interest community ~~condominium~~, the sales brochure  
9303 shall contain the following statement in conspicuous type: UNITS  
9304 IN THIS COMMON INTEREST COMMUNITY ~~CONDOMINIUM~~ ARE SUBJECT TO  
9305 TIMESHARE ESTATES.

9306 Section 100. Section 718.504, Florida Statutes, is amended  
9307 to read:

9308 718.504 Prospectus or offering circular.—Every developer of  
9309 a residential common interest community ~~condominium~~ ~~which~~  
9310 contains more than 20 residential units, or that ~~which~~ is part  
9311 of a group of residential common interest communities  
9312 ~~condominiums~~ which will be served by property to be used in

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9313 common by unit owners of more than 20 residential units, shall  
9314 prepare a prospectus or offering circular and file it with the  
9315 Division of Common Interest Communities before Florida  
9316 ~~Condominiums, Timeshares, and Mobile Homes~~ prior to entering  
9317 into an enforceable contract of purchase and sale of any unit or  
9318 lease of a unit for more than 5 years and shall furnish a copy  
9319 of the prospectus or offering circular to each buyer. In  
9320 addition to the prospectus or offering circular, each buyer  
9321 shall be furnished a separate page entitled "Frequently Asked  
9322 Questions and Answers," which shall be in accordance with a  
9323 format approved by the division and a copy of the financial  
9324 information required by s. 718.111. This page shall, in readable  
9325 language, inform prospective purchasers regarding their voting  
9326 rights and unit use restrictions, including restrictions on the  
9327 leasing of a unit; shall indicate whether and in what amount the  
9328 unit owners or the association is obligated to pay rent or land  
9329 use fees for recreational or other commonly used facilities;  
9330 shall contain a statement identifying that amount of assessment  
9331 which, pursuant to the budget, would be levied upon each unit  
9332 type, exclusive of any special assessments, and which shall  
9333 further identify the basis upon which assessments are levied,  
9334 whether monthly, quarterly, or otherwise; shall state and  
9335 identify any court cases in which the association is currently a  
9336 party of record in which the association may face liability in  
9337 excess of \$100,000; and which shall further state whether  
9338 membership in a recreational facilities association is  
9339 mandatory, and if so, shall identify the fees currently charged  
9340 per unit type. The division shall by rule require such other  
9341 disclosure as in its judgment will assist prospective

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9342 purchasers. The prospectus or offering circular may include more  
9343 than one common interest community ~~condominium~~, although not all  
9344 such units are being offered for sale as of the date of the  
9345 prospectus or offering circular. The prospectus or offering  
9346 circular must contain the following information:

9347 (1) The front cover or the first page must contain only:

9348 (a) The name of the common interest community ~~condominium~~.

9349 (b) The following statements in conspicuous type:

9350 1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT  
9351 MATTERS TO BE CONSIDERED IN ACQUIRING A COMMON INTEREST  
9352 COMMUNITY ~~CONDOMINIUM~~ UNIT.

9353 2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN  
9354 NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES,  
9355 ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES  
9356 MATERIALS.

9357 3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY  
9358 STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS  
9359 PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT  
9360 REPRESENTATIONS.

9361 (2) Summary: The next page must contain all statements  
9362 required to be in conspicuous type in the prospectus or offering  
9363 circular.

9364 (3) A separate index of the contents and exhibits of the  
9365 prospectus.

9366 (4) Beginning on the first page of the text (not including  
9367 the summary and index), a description of the common interest  
9368 community ~~condominium~~, including, but not limited to, the  
9369 following information:

9370 (a) Its name and location.

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9371 (b) A description of the common interest community  
9372 ~~condominium~~ property, including, without limitation:

9373 1. The number of buildings, the number of units in each  
9374 building, the number of bathrooms and bedrooms in each unit, and  
9375 the total number of units, if the common interest community  
9376 ~~condominium~~ is not a phase common interest community  
9377 ~~condominium~~, or the maximum number of buildings that may be  
9378 contained within the common interest community ~~condominium~~, the  
9379 minimum and maximum numbers of units in each building, the  
9380 minimum and maximum numbers of bathrooms and bedrooms that may  
9381 be contained in each unit, and the maximum number of units that  
9382 may be contained within the common interest community  
9383 ~~condominium~~, if the common interest community ~~condominium~~ is a  
9384 phase common interest community ~~condominium~~.

9385 2. The page in the common interest community ~~condominium~~  
9386 documents where a copy of the plot plan and survey of the common  
9387 interest community ~~condominium~~ is located.

9388 3. The estimated latest date of completion of constructing,  
9389 finishing, and equipping. In lieu of a date, the description  
9390 shall include a statement that the estimated date of completion  
9391 of the common interest community ~~condominium~~ is in the purchase  
9392 agreement and a reference to the article or paragraph containing  
9393 that information.

9394 (c) The maximum number of units that will use facilities in  
9395 common with the common interest community ~~condominium~~. If the  
9396 maximum number of units will vary, a description of the basis  
9397 for variation and the minimum amount of dollars per unit to be  
9398 spent for additional recreational facilities or enlargement of  
9399 such facilities. If the addition or enlargement of facilities

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9400 will result in a material increase of a unit owner's maintenance  
9401 expense or rental expense, if any, the maximum increase and  
9402 limitations thereon shall be stated.

9403 (5) (a) A statement in conspicuous type describing whether  
9404 the common interest community ~~condominium~~ is created and being  
9405 sold as fee simple interests or as leasehold interests. If the  
9406 common interest community ~~condominium~~ is created or being sold  
9407 on a leasehold, the location of the lease in the disclosure  
9408 materials shall be stated.

9409 (b) If timeshare estates are or may be created with respect  
9410 to any unit in the common interest community ~~condominium~~, a  
9411 statement in conspicuous type stating that timeshare estates are  
9412 created and being sold in units in the common interest community  
9413 ~~condominium~~.

9414 (6) A description of the recreational and other commonly  
9415 used facilities that will be used only by unit owners of the  
9416 common interest community ~~condominium~~, including, but not  
9417 limited to, the following:

9418 (a) Each room and its intended purposes, location,  
9419 approximate floor area, and capacity in numbers of people.

9420 (b) Each swimming pool, as to its general location,  
9421 approximate size and depths, approximate deck size and capacity,  
9422 and whether heated.

9423 (c) Additional facilities, as to the number of each  
9424 facility, its approximate location, approximate size, and  
9425 approximate capacity.

9426 (d) A general description of the items of personal property  
9427 and the approximate number of each item of personal property  
9428 that the developer is committing to furnish for each room or

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9429 other facility or, in the alternative, a representation as to  
9430 the minimum amount of expenditure that will be made to purchase  
9431 the personal property for the facility.

9432 (e) The estimated date when each room or other facility  
9433 will be available for use by the unit owners.

9434 (f)1. An identification of each room or other facility to  
9435 be used by unit owners that will not be owned by the unit owners  
9436 or the association;

9437 2. A reference to the location in the disclosure materials  
9438 of the lease or other agreements providing for the use of those  
9439 facilities; and

9440 3. A description of the terms of the lease or other  
9441 agreements, including the length of the term; the rent payable,  
9442 directly or indirectly, by each unit owner, and the total rent  
9443 payable to the lessor, stated in monthly and annual amounts for  
9444 the entire term of the lease; and a description of any option to  
9445 purchase the property leased under any such lease, including the  
9446 time the option may be exercised, the purchase price or how it  
9447 is to be determined, the manner of payment, and whether the  
9448 option may be exercised for a unit owner's share or only as to  
9449 the entire leased property.

9450 (g) A statement as to whether the developer may provide  
9451 additional facilities not described above; their general  
9452 locations and types; improvements or changes that may be made;  
9453 the approximate dollar amount to be expended; and the maximum  
9454 additional common expense or cost to the individual unit owners  
9455 that may be charged during the first annual period of operation  
9456 of the modified or added facilities.

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9458 Descriptions as to locations, areas, capacities, numbers,  
9459 volumes, or sizes may be stated as approximations or minimums.

9460 (7) A description of the recreational and other facilities  
9461 that will be used in common with other common interest  
9462 communities ~~condominiums~~, community associations, or planned  
9463 developments which require the payment of the maintenance and  
9464 expenses of such facilities, directly or indirectly, by the unit  
9465 owners. The description shall include, but not be limited to,  
9466 the following:

9467 (a) Each building and facility committed to be built.

9468 (b) Facilities not committed to be built except under  
9469 certain conditions, and a statement of those conditions or  
9470 contingencies.

9471 (c) As to each facility committed to be built, or which  
9472 will be committed to be built upon the happening of one of the  
9473 conditions in paragraph (b), a statement of whether it will be  
9474 owned by the unit owners having the use thereof or by an  
9475 association or other entity which will be controlled by them, or  
9476 others, and the location in the exhibits of the lease or other  
9477 document providing for use of those facilities.

9478 (d) The year in which each facility will be available for  
9479 use by the unit owners or, ~~in the alternative,~~ the maximum  
9480 number of unit owners in the project at the time each of all of  
9481 the facilities is committed to be completed.

9482 (e) A general description of the items of personal  
9483 property, and the approximate number of each item of personal  
9484 property, that the developer is committing to furnish for each  
9485 room or other facility or, in the alternative, a representation  
9486 as to the minimum amount of expenditure that will be made to

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9487 purchase the personal property for the facility.

9488 (f) If there are leases, a description thereof, including  
9489 the length of the term, the rent payable, and a description of  
9490 any ~~option to purchase~~ option.

9491  
9492 Descriptions shall include location, areas, capacities, numbers,  
9493 volumes, or sizes and may be stated as approximations or  
9494 minimums.

9495 (8) Recreation lease or associated club membership:

9496 (a) If any recreational facilities or other facilities  
9497 offered by the developer and available to, or to be used by,  
9498 unit owners are to be leased or have club membership associated,  
9499 the following statement in conspicuous type shall be included:  
9500 THERE IS A RECREATIONAL FACILITIES LEASE ASSOCIATED WITH THIS  
9501 COMMON INTEREST COMMUNITY CONDOMINIUM; or, THERE IS A CLUB  
9502 MEMBERSHIP ASSOCIATED WITH THIS COMMON INTEREST COMMUNITY  
9503 ~~CONDOMINIUM~~. There shall be a reference to the location in the  
9504 disclosure materials where the recreation lease or club  
9505 membership is described in detail.

9506 (b) If it is mandatory that unit owners pay a fee, rent,  
9507 dues, or other charges under a recreational facilities lease or  
9508 club membership for the use of facilities, there shall be in  
9509 conspicuous type the applicable statement:

9510 1. MEMBERSHIP IN THE RECREATIONAL FACILITIES CLUB IS  
9511 MANDATORY FOR UNIT OWNERS; or

9512 2. UNIT OWNERS ARE REQUIRED, AS A CONDITION OF OWNERSHIP,  
9513 TO BE LESSEES UNDER THE RECREATIONAL FACILITIES LEASE; or

9514 3. UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COSTS  
9515 AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT,

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9516 RENT, AND FEES UNDER THE RECREATIONAL FACILITIES LEASE (OR THE  
9517 OTHER INSTRUMENTS PROVIDING THE FACILITIES); or

9518 4. A similar statement of the nature of the organization or  
9519 the manner in which the use rights are created, and ~~that~~ unit  
9520 owners are required to pay.

9521  
9522 Immediately following the applicable statement, the location in  
9523 the disclosure materials where the development is described in  
9524 detail shall be stated.

9525 (c) If the developer, or any other person other than the  
9526 unit owners and other persons having use rights in the  
9527 facilities, reserves, or is entitled to receive, any rent, fee,  
9528 or other payment for the use of the facilities, then there shall  
9529 be the following statement in conspicuous type: THE UNIT OWNERS  
9530 OR THE ASSOCIATION(S) MUST PAY RENT OR LAND USE FEES FOR  
9531 RECREATIONAL OR OTHER COMMONLY USED FACILITIES. Immediately  
9532 following this statement, the location in the disclosure  
9533 materials where the rent or fees for land use ~~fees~~ are described  
9534 in detail shall be stated.

9535 (d) If, in any recreation format, whether leasehold, club,  
9536 or other, any person other than the association has the right to  
9537 a lien on the units to secure the payment of assessments, rent,  
9538 or other exactions, there shall appear a statement in  
9539 conspicuous type in substantially the following form:

9540 1. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO  
9541 SECURE THE PAYMENT OF RENT AND OTHER EXACTIONS UNDER THE  
9542 RECREATION LEASE. THE UNIT OWNER'S FAILURE TO MAKE THESE  
9543 PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN; or

9544 2. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO

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9545 SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE  
9546 FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE RECREATIONAL  
9547 OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE  
9548 THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

9549

9550 Immediately following the applicable statement, the location in  
9551 the disclosure materials where the lien or lien right is  
9552 described in detail shall be stated.

9553 (9) If the developer or any other person has the right to  
9554 increase or add to the recreational facilities at any time after  
9555 the establishment of the common interest community ~~condominium~~  
9556 whose unit owners have use rights therein, without the consent  
9557 of the unit owners or associations being required, there shall  
9558 appear a statement in conspicuous type in substantially the  
9559 following form: RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED  
9560 WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION(S).

9561 Immediately following this statement, the location in the  
9562 disclosure materials where such reserved rights are described  
9563 shall be stated.

9564 (10) A statement of whether the developer's plan includes a  
9565 program of leasing units rather than selling them, or leasing  
9566 units and selling them subject to such leases. If so, there  
9567 shall be a description of the plan, including the number and  
9568 identification of the units and the provisions and term of the  
9569 proposed leases, and a statement in boldfaced type that: THE  
9570 UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

9571 (11) The arrangements for management of the association and  
9572 maintenance and operation of the common interest community  
9573 ~~condominium~~ property and of other property that will serve the

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9574 unit owners of the common interest community ~~condominium~~  
 9575 property, and a description of the management contract and all  
 9576 other contracts for these purposes having a term in excess of 1  
 9577 year, including the following:

- 9578 (a) The names of contracting parties.
- 9579 (b) The term of the contract.
- 9580 (c) The nature of the services included.
- 9581 (d) The compensation, stated on a monthly and annual basis,  
 9582 and provisions for increases in the compensation.
- 9583 (e) A reference to the volumes and pages of the common  
 9584 interest community ~~condominium~~ documents and of the exhibits  
 9585 containing copies of such contracts.

9586  
 9587 Copies of all described contracts shall be attached as exhibits.  
 9588 If there is a contract for the management of the common interest  
 9589 community ~~condominium~~ property, then a statement in conspicuous  
 9590 type in substantially the following form shall appear,  
 9591 identifying the proposed or existing contract manager: THERE IS  
 9592 (IS TO BE) A CONTRACT FOR THE MANAGEMENT OF THE COMMON INTEREST  
 9593 COMMUNITY ~~CONDOMINIUM~~ PROPERTY WITH (NAME OF THE CONTRACT  
 9594 MANAGER). Immediately following this statement, the location in  
 9595 the disclosure materials of the contract for management of the  
 9596 common interest community ~~condominium~~ property shall be stated.

9597 (12) If the developer or any other person or persons other  
 9598 than the unit owners has the right to retain control of the  
 9599 board of administration of the association for a period of time  
 9600 which can exceed 1 year after the closing of the sale of a  
 9601 majority of the units in that common interest community  
 9602 ~~condominium~~ to persons other than successors or alternate

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9603 developers, then a statement in conspicuous type in  
9604 substantially the following form shall be included: THE  
9605 DEVELOPER (OR OTHER PERSON) HAS THE RIGHT TO RETAIN CONTROL OF  
9606 THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.  
9607 Immediately following this statement, the location in the  
9608 disclosure materials where this right to control is described in  
9609 detail shall be stated.

9610 (13) If there are any restrictions upon the sale, transfer,  
9611 conveyance, or leasing of a unit, then a statement in  
9612 conspicuous type in substantially the following form shall be  
9613 included: THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR  
9614 CONTROLLED. Immediately following this statement, the location  
9615 in the disclosure materials where the restriction, limitation,  
9616 or control on the sale, lease, or transfer of units is described  
9617 in detail shall be stated.

9618 (14) If the common interest community ~~condominium~~ is part  
9619 of a phase project, the following information shall be stated:

9620 (a) A statement in conspicuous type in substantially the  
9621 following form: THIS IS A PHASE COMMON INTEREST COMMUNITY  
9622 ~~CONDOMINIUM~~. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS  
9623 COMMON INTEREST COMMUNITY ~~CONDOMINIUM~~. Immediately following  
9624 this statement, the location in the disclosure materials where  
9625 the phasing is described shall be stated.

9626 (b) A summary of the provisions of the declaration which  
9627 provide for the phasing.

9628 (c) A statement as to whether or not residential buildings  
9629 and units which are added to the common interest community  
9630 ~~condominium~~ may be substantially different from the residential  
9631 buildings and units originally in the common interest community

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9632 ~~condominium~~. If the added residential buildings and units may be  
9633 substantially different, there shall be a general description of  
9634 the extent to which such added residential buildings and units  
9635 may differ, and a statement in conspicuous type in substantially  
9636 the following form shall be included: BUILDINGS AND UNITS WHICH  
9637 ARE ADDED TO THE COMMON INTEREST COMMUNITY ~~CONDOMINIUM~~ MAY BE  
9638 SUBSTANTIALLY DIFFERENT FROM THE OTHER BUILDINGS AND UNITS IN  
9639 THE COMMON INTEREST COMMUNITY ~~CONDOMINIUM~~. Immediately following  
9640 this statement, the location in the disclosure materials where  
9641 the extent to which added residential buildings and units may  
9642 substantially differ is described shall be stated.

9643 (d) A statement of the maximum number of buildings  
9644 containing units, the maximum and minimum numbers of units in  
9645 each building, the maximum number of units, and the minimum and  
9646 maximum square footage of the units that may be contained within  
9647 each parcel of land which may be added to the common interest  
9648 community ~~condominium~~.

9649 (15) If a common interest community ~~condominium~~ created on  
9650 or after July 1, 2000, is or may become part of a multi-common  
9651 interest community ~~multicondominium~~, the following information  
9652 must be provided:

9653 (a) A statement in conspicuous type in substantially the  
9654 following form: THIS COMMON INTEREST COMMUNITY ~~CONDOMINIUM~~ IS  
9655 (MAY BE) PART OF A MULTI-COMMON INTEREST COMMUNITY  
9656 MULTICONDOMINIUM DEVELOPMENT IN WHICH OTHER COMMON INTEREST  
9657 COMMUNITIES ~~CONDOMINIUMS~~ WILL (MAY) BE OPERATED BY THE SAME  
9658 ASSOCIATION. Immediately following this statement, the location  
9659 in the prospectus or offering circular and its exhibits where  
9660 the multi-common interest community ~~multicondominium~~ aspects of

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9661 the offering are described must be stated.

9662 (b) A summary of the provisions in the declaration,  
9663 articles of incorporation, and bylaws which establish and  
9664 provide for the operation of the multi-common interest community  
9665 ~~multicondominium~~, including a statement as to whether unit  
9666 owners in the common interest community ~~condominium~~ will have  
9667 the right to use recreational or other facilities located or  
9668 planned to be located in other common interest communities  
9669 ~~condominiums~~ operated by the same association, and the manner of  
9670 sharing the common expenses related to such facilities.

9671 (c) A statement of the minimum and maximum number of common  
9672 interest communities ~~condominiums~~, and the minimum and maximum  
9673 number of units in each of those common interest communities  
9674 ~~condominiums~~, which will or may be operated by the association,  
9675 and the latest date by which the exact number will be finally  
9676 determined.

9677 (d) A statement as to whether any of the common interest  
9678 communities ~~condominiums~~ in the multi-common interest community  
9679 ~~multicondominium~~ may include units intended to be used for  
9680 nonresidential purposes and the purpose or purposes permitted  
9681 for such use.

9682 (e) A general description of the location and approximate  
9683 acreage of any land on which any additional common interest  
9684 communities ~~condominiums~~ to be operated by the association may  
9685 be located.

9686 (16) If the common interest community ~~condominium~~ is  
9687 created by conversion of existing improvements, the following  
9688 information shall be stated:

9689 (a) The information required by s. 718.616.

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9690 (b) A caveat that there are no express warranties unless  
9691 they are stated in writing by the developer.

9692 (17) A summary of the restrictions, if any, to be imposed  
9693 on units concerning the use of any of the common interest  
9694 community condominium property, including statements as to  
9695 whether there are restrictions upon children and pets, and  
9696 reference to the volumes and pages of the common interest  
9697 community condominium documents where such restrictions are  
9698 found, or if such restrictions are contained elsewhere, then a  
9699 copy of the documents containing the restrictions shall be  
9700 attached as an exhibit.

9701 (18) If there is any land that is offered by the developer  
9702 for use by the unit owners and that is neither owned by them nor  
9703 leased to them, the association, or any entity controlled by  
9704 unit owners and other persons having the use rights to such  
9705 land, a statement shall be made as to how such land will serve  
9706 the common interest community condominium. If any part of such  
9707 land will serve the common interest community condominium, the  
9708 statement shall describe the land and the nature and term of  
9709 service, and the declaration or other instrument creating such  
9710 servitude shall be included as an exhibit.

9711 (19) The manner in which utility and other services,  
9712 including, but not limited to, sewage and waste disposal, water  
9713 supply, and storm drainage, will be provided and the person or  
9714 entity furnishing them.

9715 (20) An explanation of the manner in which the  
9716 apportionment of common expenses and ownership of the common  
9717 elements has been determined.

9718 (21) An estimated operating budget for the common interest

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9719 community ~~condominium~~ and the association, and a schedule of the  
9720 unit owner's expenses shall be attached as an exhibit and shall  
9721 contain the following information:

9722 (a) The estimated monthly and annual expenses of the common  
9723 interest community ~~condominium~~ and the association that are  
9724 collected from unit owners by assessments.

9725 (b) The estimated monthly and annual expenses of each unit  
9726 owner for a unit, other than common expenses paid by all unit  
9727 owners, payable by the unit owner to persons or entities other  
9728 than the association, as well as to the association, including  
9729 fees assessed pursuant to s. 718.113(1) for maintenance of  
9730 limited common elements where such costs are shared only by  
9731 those entitled to use the limited common element, and the total  
9732 estimated monthly and annual expense. There may be excluded from  
9733 this estimate expenses which are not provided for or  
9734 contemplated by the common interest community ~~condominium~~  
9735 documents, including, but not limited to, the costs of private  
9736 telephone; maintenance of the interior of common interest  
9737 community ~~condominium~~ units, which is not the obligation of the  
9738 association; maid or janitorial services privately contracted  
9739 for by the unit owners; utility bills billed directly to each  
9740 unit owner for utility services to his or her unit; insurance  
9741 premiums other than those incurred for policies obtained by the  
9742 common interest community ~~condominium~~; and similar personal  
9743 expenses of the unit owner. A unit owner's estimated payments  
9744 for assessments shall also be stated in the estimated amounts  
9745 for the times when they will be due.

9746 (c) The estimated items of expenses of the common interest  
9747 community ~~condominium~~ and the association, except as excluded

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9748 under paragraph (b), including, but not limited to, the  
9749 following items, which shall be stated as an association expense  
9750 collectible by assessments or as unit owners' expenses payable  
9751 to persons other than the association:

9752 1. Expenses for the association and common interest  
9753 community condominium:

9754 a. Administration of the association.

9755 b. Management fees.

9756 c. Maintenance.

9757 d. Rent for recreational and other commonly used  
9758 facilities.

9759 e. Taxes upon association property.

9760 f. Taxes upon leased areas.

9761 g. Insurance.

9762 h. Security provisions.

9763 i. Other expenses.

9764 j. Operating capital.

9765 k. Reserves.

9766 l. Fees payable to the division.

9767 2. Reserve requirements to provide sufficient information  
9768 to document budgetary requirements as provided in s.

9769 718.112(2)(g), including:

9770 a. Specifications of roofing installation.

9771 b. Number of squares of roofing per building.

9772 c. Number of squares of roofing for all association  
9773 buildings.

9774 d. Square footage of painted surfaces and applied paint  
9775 specifications.

9776 e. Square yards and type of paving.

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- 9777 f. Square footage of pool surfaces.
- 9778 g. Specifications of any item for which the full funding of
- 9779 the deferred maintenance expense or replacement cost would
- 9780 require a reserve contribution of more than \$600 per year for
- 9781 any unit within the association.
- 9782 3.2. Expenses for a unit owner:
- 9783 a. Rent for the unit, if subject to a lease.
- 9784 b. Rent payable by the unit owner directly to the lessor or
- 9785 agent under any recreational lease or lease for the use of
- 9786 commonly used facilities, which use and payment is a mandatory
- 9787 condition of ownership and is not included in the common expense
- 9788 or assessments for common maintenance paid by the unit owners to
- 9789 the association.
- 9790 (d) The following statement in conspicuous type: THE BUDGET
- 9791 CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN
- 9792 ACCORDANCE WITH THE COMMON INTEREST COMMUNITY ~~CONDOMINIUM~~ ACT
- 9793 AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN
- 9794 APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND
- 9795 CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL
- 9796 COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES
- 9797 IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE
- 9798 OFFERING.
- 9799 (e) Each budget for an association prepared by a developer
- 9800 consistent with this subsection shall be prepared in good faith
- 9801 and shall reflect accurate estimated amounts for the required
- 9802 items in paragraph (c) at the time of the filing of the offering
- 9803 circular with the division, and subsequent increased amounts of
- 9804 any item included in the association's estimated budget that are
- 9805 beyond the control of the developer shall not be considered an

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9806 amendment that would give rise to rescission rights set forth in  
9807 s. 718.503(1)(a) or (b), nor shall such increases modify, void,  
9808 or otherwise affect any guarantee of the developer contained in  
9809 the offering circular or any purchase contract. It is the intent  
9810 of this paragraph to clarify existing law.

9811 (f) The estimated amounts shall be stated for a period of  
9812 at least 12 months and may distinguish between the periods  
9813 ~~period~~ prior to the time unit owners other than the developer  
9814 elect a majority of the board of administration and the period  
9815 after that date.

9816 (22) A schedule of estimated closing expenses to be paid by  
9817 a buyer or lessee of a unit and a statement of whether title  
9818 opinion or title insurance policy is available to the buyer and,  
9819 if so, at whose expense.

9820 (23) The identity of the developer and the chief operating  
9821 officer or principal directing the creation and sale of the  
9822 common interest community ~~condominium~~ and a statement of its and  
9823 his or her experience in this field.

9824 (24) Copies of the following, to the extent they are  
9825 applicable, shall be included as exhibits:

9826 (a) The documents ~~declaration~~ of the common interest  
9827 community ~~condominium~~, or the proposed documents ~~declaration~~ if  
9828 the documents have ~~declaration has~~ not been recorded.

9829 (b) The articles of incorporation creating the association.

9830 (c) The bylaws of the association.

9831 (d) The ground lease or other underlying lease of the  
9832 common interest community ~~condominium~~.

9833 (e) The management agreement and all maintenance and other  
9834 contracts for management of the association and operation of the

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9835 common interest community ~~condominium~~ and facilities used by the  
9836 unit owners having a service term in excess of 1 year.

9837 (f) The estimated operating budget for the common interest  
9838 community ~~condominium~~ and the required schedule of unit owners'  
9839 expenses.

9840 (g) A copy of the floor plan of the unit and the plot plan  
9841 showing the location of the residential buildings and the  
9842 recreation and other common areas.

9843 (h) The lease of recreational and other facilities that  
9844 will be used only by unit owners of the subject common interest  
9845 community ~~condominium~~.

9846 (i) The lease of facilities used by owners and others.

9847 (j) The form of unit lease, if the offer is of a leasehold.

9848 (k) A declaration of servitude of properties serving the  
9849 common interest community ~~condominium~~ but not owned by unit  
9850 owners or leased to them or the association.

9851 (l) The statement of condition of the existing building or  
9852 buildings, if the offering is of units in an operation being  
9853 converted to common interest community ~~condominium~~ ownership.

9854 (m) The statement of inspection for termite damage and  
9855 treatment of the existing improvements, if the common interest  
9856 community ~~condominium~~ is a conversion.

9857 (n) The form of agreement for sale or lease of units.

9858 (o) A copy of the agreement for escrow of payments made to  
9859 the developer prior to closing.

9860 (p) A copy of the documents containing any restrictions on  
9861 use of the property required by subsection (17).

9862 (q) A copy of the governance form as referenced in s.  
9863 718.503(2)(a).

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9864 (25) Any prospectus or offering circular complying, prior  
9865 to the effective date of this act, with the provisions of former  
9866 ss. 711.69 and 711.802 may continue to be used without amendment  
9867 or may be amended to comply with this chapter.

9868 (26) A brief narrative description of the location and  
9869 effect of all existing and intended easements located or to be  
9870 located on the common interest community ~~condominium~~ property  
9871 other than those described in the documents ~~declaration~~.

9872 (27) If the developer is required by state or local  
9873 authorities to obtain acceptance or approval of any dock or  
9874 marina facilities intended to serve the common interest  
9875 community ~~condominium~~, a copy of any such acceptance or approval  
9876 acquired by the time of filing with the division under s.  
9877 718.502(1) or a statement that such acceptance or approval has  
9878 not been acquired or received.

9879 (28) Evidence demonstrating that the developer has an  
9880 ownership, leasehold, or contractual interest in the land upon  
9881 which the common interest community ~~condominium~~ is to be  
9882 developed.

9883 Section 101. Section 718.506, Florida Statutes, is amended  
9884 to read:

9885 718.506 Publication of false and misleading information.—

9886 (1) Any person who, in reasonable reliance upon any  
9887 material statement or information that is false or misleading  
9888 and published by or under authority from the developer in  
9889 advertising and promotional materials, including, but not  
9890 limited to, a prospectus, the items required as exhibits to a  
9891 prospectus, brochures, and newspaper advertising, pays anything  
9892 of value toward the purchase of a common interest community

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9893 ~~condominium~~ parcel located in this state shall have a cause of  
9894 action to rescind the contract or collect damages from the  
9895 developer for his or her loss prior to the closing of the  
9896 transaction. After the closing of the transaction, the purchaser  
9897 shall have a cause of action against the developer for damages  
9898 under this section from the time of closing until 1 year after  
9899 the date upon which the last of the events described in  
9900 paragraphs (a) through (d) shall occur:

9901 (a) The closing of the transaction;

9902 (b) The first issuance by the applicable governmental  
9903 authority of a certificate of occupancy or other evidence of  
9904 sufficient completion of construction of the building containing  
9905 the unit to allow lawful occupancy of the unit. In counties or  
9906 municipalities in which certificates of occupancy or other  
9907 evidences of completion sufficient to allow lawful occupancy are  
9908 not customarily issued, for the purpose of this section,  
9909 evidence of lawful occupancy shall be deemed to be given or  
9910 issued upon the date that such lawful occupancy of the unit may  
9911 first be allowed under prevailing applicable laws, ordinances,  
9912 or statutes;

9913 (c) The completion by the developer of the common elements  
9914 and such recreational facilities, whether or not the same are  
9915 common elements, which the developer is obligated to complete or  
9916 provide under the terms of the written contract or written  
9917 agreement for purchase or lease of the unit; or

9918 (d) In the event there shall not be a written contract or  
9919 agreement for sale or lease of the unit, then the completion by  
9920 the developer of the common elements and such recreational  
9921 facilities, whether or not the same are common elements, which

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9922 the developer would be obligated to complete under any rule of  
9923 law applicable to the developer's obligation.

9924

9925 Under no circumstances shall a cause of action created or  
9926 recognized under this section survive for a period of more than  
9927 5 years after the closing of the transaction.

9928 (2) In any action for relief under this section or under s.  
9929 718.503, the prevailing party shall be entitled to recover  
9930 reasonable attorney ~~attorney's~~ fees.

9931 Section 102. Section 718.507, Florida Statutes, is amended  
9932 to read:

9933 718.507 Zoning and building laws, ordinances, and  
9934 regulations.—All laws, ordinances, and regulations concerning  
9935 buildings or zoning shall be construed and applied with  
9936 reference to the nature and use of such property, without regard  
9937 to the form of ownership. No law, ordinance, or regulation shall  
9938 establish any requirement concerning the use, location,  
9939 placement, or construction of buildings or other improvements  
9940 which are, or may thereafter be, subjected to the common  
9941 interest community ~~condominium~~ form of ownership, unless such  
9942 requirement shall be equally applicable to all buildings and  
9943 improvements of the same kind not then, or thereafter to be,  
9944 subjected to the common interest community ~~condominium~~ form of  
9945 ownership. This section does not apply if the owner in fee of  
9946 any land enters into and records a covenant that existing  
9947 improvements or improvements to be constructed shall not be  
9948 converted to the common interest community ~~condominium~~ form of  
9949 residential ownership prior to 5 years after the later of the  
9950 date of the covenant or completion date of the improvements.

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9951 Such covenant shall be entered into with the governing body of  
 9952 the municipality in which the land is located or, if the land is  
 9953 not located in a municipality, with the governing body of the  
 9954 county in which the land is located.

9955 Section 103. Section 718.508, Florida Statutes, is amended  
 9956 to read:

9957 718.508 Regulation by Division of Hotels and Restaurants.—  
 9958 In addition to the authority, regulation, or control exercised  
 9959 by the Division of Common Interest Communities ~~Florida~~  
 9960 ~~Condominiums, Timeshares, and Mobile Homes~~ pursuant to this act  
 9961 with respect to common interest communities ~~condominiums~~,  
 9962 buildings included in a common interest community ~~condominium~~  
 9963 property are subject to the authority, regulation, or control of  
 9964 the Division of Hotels and Restaurants of the Department of  
 9965 Business and Professional Regulation, to the extent provided in  
 9966 chapter 399.

9967 Section 104. Section 718.509, Florida Statutes, is amended  
 9968 to read:

9969 718.509 Division of Common Interest Communities ~~Florida~~  
 9970 ~~Condominiums, Timeshares, and Mobile Homes~~ Trust Fund.—

9971 (1) There is created within the State Treasury the Division  
 9972 of Common Interest Communities ~~Florida Condominiums, Timeshares,~~  
 9973 ~~and Mobile Homes~~ Trust Fund to be used for the administration  
 9974 and operation of this chapter and chapters ~~718, 719, 721, and~~  
 9975 ~~723~~ by the division.

9976 (2) All moneys collected by the division from fees, fines,  
 9977 or penalties or from costs awarded to the division by a court or  
 9978 administrative final order shall be paid into the Division of  
 9979 Common Interest Communities ~~Florida Condominiums, Timeshares,~~

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9980 ~~and Mobile Homes~~ Trust Fund. The Legislature shall appropriate  
 9981 funds from this trust fund sufficient to carry out the  
 9982 provisions of this chapter and the provisions of law with  
 9983 respect to each category of business covered by the trust fund.  
 9984 The division shall maintain separate revenue accounts in the  
 9985 trust fund for each of the businesses regulated by the division.  
 9986 The division shall provide for the proportionate allocation  
 9987 among the accounts of expenses incurred by the division in the  
 9988 performance of its duties with respect to each of these  
 9989 businesses. As part of its normal budgetary process, the  
 9990 division shall prepare an annual report of revenue and allocated  
 9991 expenses related to the operation of each of these businesses  
 9992 which may be used to determine fees charged by the division.  
 9993 This subsection shall operate pursuant to the provisions of s.  
 9994 215.20.

9995 Section 105. Section 718.604, Florida Statutes, is amended  
 9996 to read:

9997 718.604 Short title.—This part shall be known and may be  
 9998 cited as the "Roth Act" in memory of Mr. James S. Roth,  
 9999 Director, Division of Florida Land Sales and Condominiums, 1979-  
 10000 1980.

10001 Section 106. Section 718.606, Florida Statutes, is amended  
 10002 to read:

10003 718.606 Conversion of existing improvements to common  
 10004 interest community condominium; rental agreements.—When existing  
 10005 improvements are converted to ownership as a residential common  
 10006 interest community condominium:

10007 (1) (a) Each residential tenant who has resided in the  
 10008 existing improvements for at least the 180 days preceding the

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10009 date of the written notice of intended conversion shall have the  
10010 right to extend an expiring rental agreement upon the same terms  
10011 for a period that will expire no later than 270 days after the  
10012 date of the notice. If the rental agreement expires more than  
10013 270 days after the date of the notice, the tenant may not  
10014 unilaterally extend the rental agreement.

10015 (b) Each other residential tenant shall have the right to  
10016 extend an expiring rental agreement upon the same terms for a  
10017 period that will expire no later than 180 days after the date of  
10018 the written notice of intended conversion. If the rental  
10019 agreement expires more than 180 days after the date of the  
10020 notice, the tenant may not unilaterally extend the rental  
10021 agreement.

10022 (2) (a) In order to extend the rental agreement as provided  
10023 in subsection (1), a tenant shall, within 45 days after the date  
10024 of the written notice of intended conversion, give written  
10025 notice to the developer of the intention to extend the rental  
10026 agreement.

10027 (b) If the rental agreement will expire within 45 days  
10028 following the date of the notice, the tenant may remain in  
10029 occupancy for the 45-day decision period upon the same terms by  
10030 giving the developer written notice and paying rent on a pro  
10031 rata basis from the expiration date of the rental agreement to  
10032 the end of the 45-day period.

10033 (c) The tenant may extend the rental agreement for the full  
10034 extension period or a part of the period.

10035 (3) After the date of a notice of intended conversion, a  
10036 tenant may terminate any rental agreement, or any extension  
10037 period having an unexpired term of 180 days or less, upon 30

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10038 days' written notice to the developer. However, unless the  
10039 rental agreement was entered into, extended, or renewed after  
10040 the effective date of this part, the tenant may not unilaterally  
10041 terminate the rental agreement but may unilaterally terminate  
10042 any extension period having an unexpired term of 180 days or  
10043 less upon 30 days' written notice.

10044 (4) A developer may elect to provide tenants who have been  
10045 continuous residents of the existing improvements for at least  
10046 180 days preceding the date of the written notice of intended  
10047 conversion and whose rental agreements expire within 180 days of  
10048 the date of the written notice of intended conversion the option  
10049 of receiving in cash a tenant relocation payment at least equal  
10050 to 1 month's rent in consideration for extending the rental  
10051 agreement for not more than 180 days, rather than extending the  
10052 rental agreement for up to 270 days.

10053 (5) A rental agreement may provide for termination by the  
10054 developer upon 60 days' written notice if the rental agreement  
10055 is entered into subsequent to the delivery of the written notice  
10056 of intended conversion to all tenants and conspicuously states  
10057 that the existing improvements are to be converted. No other  
10058 provision in a rental agreement shall be enforceable to the  
10059 extent that it purports to reduce the extension period provided  
10060 by this section or otherwise would permit a developer to  
10061 terminate a rental agreement in the event of a conversion. This  
10062 subsection applies to rental agreements entered into, extended,  
10063 or renewed after the effective date of this part; the  
10064 termination provisions of all other rental agreements are  
10065 governed by the provisions of s. 718.402(3), Florida Statutes  
10066 1979.

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10067 (6) Any provision of this section or of the rental  
10068 agreement or other contract or agreement to the contrary  
10069 notwithstanding, whenever a county, including a charter county,  
10070 determines that there exists within the county a vacancy rate in  
10071 rental housing of 3 percent or less, the county may adopt an  
10072 ordinance or other measure extending the 270-day extension  
10073 period described in paragraph (1)(a) and the 180-day extension  
10074 described in paragraph (1)(b) for an additional 90 days, if:

10075 (a) Such measure was duly adopted, after notice and public  
10076 hearing, in accordance with all applicable provisions of the  
10077 charter governing the county and any other applicable laws; and

10078 (b) The governing body has made and recited in such measure  
10079 its findings establishing the existence in fact of a housing  
10080 emergency so grave as to constitute a serious menace to the  
10081 general public and that such controls are necessary and proper  
10082 to eliminate such grave housing emergency.

10083  
10084 A county ordinance or other measure adopting an additional 90-  
10085 day extension under the provisions of this section is  
10086 controlling throughout the entire county, including a charter  
10087 county, where adopted, including all municipalities, unless a  
10088 municipality votes not to have it apply within its boundaries.

10089 Section 107. Section 718.608, Florida Statutes, is amended  
10090 to read:

10091 718.608 Notice of intended conversion; time of delivery;  
10092 content.—

10093 (1) Prior to or simultaneous with the first offering of  
10094 individual units to any person, each developer shall deliver a  
10095 notice of intended conversion to all tenants of the existing

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10096 improvements being converted to residential common interest  
10097 community condominium. All such notices shall be given within a  
10098 72-hour period.

10099 (2) (a) Each notice of intended conversion shall be dated  
10100 and in writing. The notice shall contain the following  
10101 statement, with the phrases of the following statement which  
10102 appear in upper case printed in conspicuous type:

10103

10104 These apartments are being converted to common interest  
10105 community condominium by ...(name of developer)..., the  
10106 developer.

10107 1. YOU MAY REMAIN AS A RESIDENT UNTIL THE EXPIRATION OF  
10108 YOUR RENTAL AGREEMENT. FURTHER, YOU MAY EXTEND YOUR RENTAL  
10109 AGREEMENT AS FOLLOWS:

10110 a. If you have continuously been a resident of these  
10111 apartments during the last 180 days and your rental agreement  
10112 expires during the next 270 days, you may extend your rental  
10113 agreement for up to 270 days after the date of this notice.

10114 b. If you have not been a continuous resident of these  
10115 apartments for the last 180 days and your rental agreement  
10116 expires during the next 180 days, you may extend your rental  
10117 agreement for up to 180 days after the date of this notice.

10118 c. IN ORDER FOR YOU TO EXTEND YOUR RENTAL AGREEMENT, YOU  
10119 MUST GIVE THE DEVELOPER WRITTEN NOTICE WITHIN 45 DAYS AFTER THE  
10120 DATE OF THIS NOTICE.

10121 2. IF YOUR RENTAL AGREEMENT EXPIRES IN THE NEXT 45 DAYS,  
10122 you may extend your rental agreement for up to 45 days after the  
10123 date of this notice while you decide whether to extend your  
10124 rental agreement as explained above. To do so, you must notify

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10125 the developer in writing. You will then have the full 45 days to  
10126 decide whether to extend your rental agreement as explained  
10127 above.

10128 3. During the extension of your rental agreement you will  
10129 be charged the same rent that you are now paying.

10130 4. YOU MAY CANCEL YOUR RENTAL AGREEMENT AND ANY EXTENSION  
10131 OF THE RENTAL AGREEMENT AS FOLLOWS:

10132 ~~a. If your rental agreement began or was extended or~~  
10133 ~~renewed after May 1, 1980, and your rental agreement, including~~  
10134 ~~extensions and renewals, has an unexpired term of 180 days or~~  
10135 ~~less, you may cancel your rental agreement upon 30 days' written~~  
10136 ~~notice and move. Also, upon 30 days' written notice, you may~~  
10137 ~~cancel any extension of the rental agreement.~~

10138 ~~b. If your rental agreement was not begun or was not~~  
10139 ~~extended or renewed after May 1, 1980, you may not cancel the~~  
10140 ~~rental agreement without the consent of the developer. If your~~  
10141 ~~rental agreement, including extensions and renewals, has an~~  
10142 ~~unexpired term of 180 days or less, you may, however, upon 30~~  
10143 ~~days' written notice cancel any extension of the rental~~  
10144 ~~agreement.~~

10145 5. All notices must be given in writing and sent by mail,  
10146 return receipt requested, or delivered in person to the  
10147 developer at this address: ...(name and address of  
10148 developer)....

10149 6. If you have continuously been a resident of these  
10150 apartments during the last 180 days:

10151 a. You have the right to purchase your apartment and will  
10152 have 45 days to decide whether to purchase. If you do not buy  
10153 the unit at that price and the unit is later offered at a lower

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10154 price, you will have the opportunity to buy the unit at the  
10155 lower price. However, in all events your right to purchase the  
10156 unit ends when the rental agreement or any extension of the  
10157 rental agreement ends or when you waive this right in writing.

10158 b. Within 90 days you will be provided purchase information  
10159 relating to your apartment, including the price of your unit and  
10160 the condition of the building. If you do not receive this  
10161 information within 90 days, your rental agreement and any  
10162 extension will be extended 1 day for each day over 90 days until  
10163 you are given the purchase information. If you do not want this  
10164 rental agreement extension, you must notify the developer in  
10165 writing.

10166 7. If you have any questions regarding this conversion or  
10167 the Common Interest Community Condominium Act, you may contact  
10168 the developer or the state agency which regulates common  
10169 interest communities condominiums: The Division of Common  
10170 Interest Communities Florida Condominiums, Timeshares, and  
10171 Mobile Homes, ... (Tallahassee address and telephone number of  
10172 division)....

10173 (b) When a developer offers tenants an optional tenant  
10174 relocation payment pursuant to s. 718.606(4), the notice of  
10175 intended conversion shall contain a statement substantially as  
10176 follows:

10177 If you have been a continuous resident of these apartments  
10178 for the last 180 days and your lease expires during the next 180  
10179 days, you may extend your rental agreement for up to 270 days,  
10180 or you may extend your rental agreement for up to 180 days and  
10181 receive a cash payment at least equal to 1 month's rent. You  
10182 must make your decision and inform the developer in writing

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10183 within 45 days after the date of this notice.

10184 (c) When the rental agreement extension provisions of s.  
10185 718.606(6) are applicable to a conversion, subparagraphs 1.a.  
10186 and b. of the notice of intended conversion shall read as  
10187 follows:

10188 1. YOU MAY REMAIN AS A RESIDENT UNTIL THE EXPIRATION OF  
10189 YOUR RENTAL AGREEMENT. FURTHER, YOU MAY EXTEND YOUR RENTAL  
10190 AGREEMENT AS FOLLOWS:

10191 a. If you have continuously been a resident of these  
10192 apartments during the last 180 days and your rental agreement  
10193 expires during the next 360 days, you may extend your rental  
10194 agreement for up to 360 days after the date of this notice.

10195 b. If you have not been a continuous resident of these  
10196 apartments for the last 180 days and your rental agreement  
10197 expires during the next 270 days, you may extend your rental  
10198 agreement for up to 270 days after the date of this notice.

10199 (3) Notice of intended conversion may not be waived by a  
10200 tenant unless the tenant's lease conspicuously states that the  
10201 building is to be converted and the other tenants residing in  
10202 the building have previously received a notice of intended  
10203 conversion.

10204 (4) Upon the request of a developer and payment of a fee  
10205 prescribed by the rules of the division, not to exceed \$50, the  
10206 division may verify to a developer that a notice complies with  
10207 this section.

10208 (5) Prior to delivering a notice of intended conversion to  
10209 tenants of existing improvements being converted to a  
10210 residential common interest community ~~condominium~~, each  
10211 developer shall file with the division and receive approval of a

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10212 copy of the notice of intended conversion. Upon filing, each  
10213 developer shall pay to the division a filing fee of \$100.

10214 Section 108. Section 718.616, Florida Statutes, is amended  
10215 to read:

10216 718.616 Disclosure of condition of building and estimated  
10217 replacement costs and notification of municipalities.—

10218 (1) Each developer of a residential common interest  
10219 community ~~condominium~~ created by converting existing, previously  
10220 occupied improvements to such form of ownership shall prepare a  
10221 report that discloses the condition of the improvements and the  
10222 condition of certain components and their current estimated  
10223 replacement costs as of the date of the report.

10224 (2) The following information shall be stated concerning  
10225 the improvements:

10226 (a) The date and type of construction.

10227 (b) The prior use.

10228 (c) Whether there is termite damage or infestation and  
10229 whether the termite damage or infestation, if any, has been  
10230 properly treated. The statement shall be substantiated by  
10231 including, as an exhibit, an inspection report by a certified  
10232 pest control operator.

10233 (3) (a) Disclosure of condition shall be made for each of  
10234 the following components that the existing improvements may  
10235 include:

10236 1. Roof.

10237 2. Structure.

10238 3. Fire protection systems.

10239 4. Elevators.

10240 5. Heating and cooling systems.

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- 10241 6. Plumbing.
- 10242 7. Electrical systems.
- 10243 8. Swimming pool.
- 10244 9. Seawalls, pilings, and docks.
- 10245 10. Pavement and concrete, including roadways, walkways,
- 10246 and parking areas.
- 10247 11. Drainage systems.
- 10248 12. Irrigation systems.
- 10249 (b) For each component, the following information shall be
- 10250 disclosed and substantiated by attaching a copy of a certificate
- 10251 under seal of an architect or engineer authorized to practice in
- 10252 this state:
- 10253 1. The age of the component as of the date of the report.
- 10254 2. The estimated remaining useful life of the component as
- 10255 of the date of the report.
- 10256 3. The estimated current replacement cost of the component
- 10257 as of the date of the report, expressed:
- 10258 a. As a total amount; and
- 10259 b. As a per-unit amount, based upon each unit's
- 10260 proportional share of the common expenses.
- 10261 4. The structural and functional soundness of the
- 10262 component.
- 10263 (c) Each unit owner and the association are third-party
- 10264 beneficiaries of the report.
- 10265 (d) A supplemental report shall be prepared for any
- 10266 structure or component that is renovated or repaired after
- 10267 completion of the original report and prior to the recording of
- 10268 the documents ~~declaration~~ of the common interest community
- 10269 ~~condominium~~. If the documents are ~~declaration~~ is not recorded

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10270 within 1 year after the date of the original report, the  
10271 developer shall update the report annually prior to recording  
10272 the documents ~~declaration~~ of the common interest community  
10273 ~~condominium~~.

10274 (e) The report may not contain representations on behalf of  
10275 the development concerning future improvements or repairs and  
10276 must be limited to the current condition of the improvements.

10277 (4) If the proposed common interest community ~~condominium~~  
10278 is situated within a municipality, the disclosure shall include  
10279 a letter from the municipality acknowledging that the  
10280 municipality has been notified of the proposed creation of a  
10281 residential common interest community ~~condominium~~ by conversion  
10282 of existing, previously occupied improvements and, in any  
10283 county, as defined in s. 125.011(1), acknowledging compliance  
10284 with applicable zoning requirements as determined by the  
10285 municipality.

10286 Section 109. Section 718.618, Florida Statutes, is amended  
10287 to read:

10288 718.618 Converter reserve accounts; warranties.—

10289 (1) When existing improvements are converted to ownership  
10290 as a residential common interest community ~~condominium~~, the  
10291 developer shall establish converter reserve accounts for capital  
10292 expenditures and deferred maintenance, or give warranties as  
10293 provided by subsection (6), or post a surety bond as provided by  
10294 subsection (7). The developer shall fund the converter reserve  
10295 accounts in amounts calculated as follows:

10296 (a)1. When the existing improvements include an air-  
10297 conditioning system serving more than one unit or property which  
10298 the association is responsible to repair, maintain, or replace,

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10299 the developer shall fund an air-conditioning reserve account.  
 10300 The amount of the reserve account shall be the product of the  
 10301 estimated current replacement cost of the system, as disclosed  
 10302 and substantiated pursuant to s. 718.616(3)(b), multiplied by a  
 10303 fraction, the numerator of which shall be the lesser of the age  
 10304 of the system in years or 9, and the denominator of which shall  
 10305 be 10. When such air-conditioning system is within 1,000 yards  
 10306 of the seacoast, the numerator shall be the lesser of the age of  
 10307 the system in years or 3, and the denominator shall be 4.

10308 2. The developer shall fund a plumbing reserve account. The  
 10309 amount of the funding shall be the product of the estimated  
 10310 current replacement cost of the plumbing component, as disclosed  
 10311 and substantiated pursuant to s. 718.616(3)(b), multiplied by a  
 10312 fraction, the numerator of which shall be the lesser of the age  
 10313 of the plumbing in years or 36, and the denominator of which  
 10314 shall be 40.

10315 3. The developer shall fund a roof reserve account. The  
 10316 amount of the funding shall be the product of the estimated  
 10317 current replacement cost of the roofing component, as disclosed  
 10318 and substantiated pursuant to s. 718.616(3)(b), multiplied by a  
 10319 fraction, the numerator of which shall be the lesser of the age  
 10320 of the roof in years or the numerator listed in the following  
 10321 table. The denominator of the fraction shall be determined based  
 10322 on the roof type, as follows:

10323

Roof Type	Numerator	Denominator
10324 a. Built-up roof without insulation	4	5

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10325

b. Built-up roof with insulation	4	5
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10326

c. Cement tile roof	<u>25</u> <del>45</del>	<u>30</u> <del>50</del>
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10327

d. Asphalt shingle roof	14	15
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10328

e. Copper roof	<u>30</u>	<u>35</u>
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10329

f. Wood shingle roof	9	10
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10330

g. All other types	18	20
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10331

10332 (b) The age of any component or structure for which the  
 10333 developer is required to fund a reserve account shall be  
 10334 measured in years, rounded to the nearest whole year. The amount  
 10335 of converter reserves to be funded by the developer for each  
 10336 structure or component shall be based on the age of the  
 10337 structure or component as disclosed in the inspection report.  
 10338 The architect or engineer shall determine the age of the  
 10339 component from the later of:

10340 1. The date when the component or structure was replaced or  
 10341 substantially renewed, if the replacement or renewal of the  
 10342 component at least met the requirements of the then-applicable  
 10343 building code; or

10344 2. The date when the installation or construction of the  
 10345 existing component or structure was completed.

10346 (c) When the age of a component or structure is to be

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10347 measured from the date of replacement or renewal, the developer  
10348 shall provide the division with a certificate, under the seal of  
10349 an architect or engineer authorized to practice in this state,  
10350 verifying:

- 10351 1. The date of the replacement or renewal; and
- 10352 2. That the replacement or renewal at least met the  
10353 requirements of the then-applicable building code.

10354 (d) In addition to establishing the reserve accounts  
10355 specified above, the developer shall establish those other  
10356 reserve accounts required by s. 718.112(g) ~~718.112(2)(f)~~, and  
10357 shall fund those accounts in accordance with the formula  
10358 provided therein. The vote to waive or reduce the funding or  
10359 reserves required by s. 718.112(g) ~~718.112(2)(f)~~ does not affect  
10360 or negate the obligations arising under this section.

10361 (2) (a) The developer shall fund the reserve account  
10362 required by subsection (1), on a pro rata basis upon the sale of  
10363 each unit. The developer shall deposit in the reserve account  
10364 not less than a percentage of the total amount to be deposited  
10365 in the reserve account equal to the percentage of ownership of  
10366 the common elements allocable to the unit sold. When a developer  
10367 deposits amounts in excess of the minimum reserve account  
10368 funding, later deposits may be reduced to the extent of the  
10369 excess funding. For the purposes of this subsection, a unit is  
10370 considered sold when a fee interest in the unit is transferred  
10371 to a third party or the unit is leased for a period in excess of  
10372 5 years.

10373 (b) When an association makes an expenditure of converter  
10374 reserve account funds before the developer has sold all units,  
10375 the developer shall make a deposit in the reserve account. Such

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10376 deposit shall be at least equal to that portion of the  
10377 expenditure which would be charged against the reserve account  
10378 deposit that would have been made for any such unit had the unit  
10379 been sold. Such deposit may be reduced to the extent the  
10380 developer has funded the reserve account in excess of the  
10381 minimum reserve account funding required by this subsection.  
10382 This paragraph applies only when the developer has funded  
10383 reserve accounts as provided by paragraph (a).

10384 (3) The use of reserve account funds, as provided in this  
10385 section, is limited as follows:

10386 (a) Reserve account funds may be spent prior to the  
10387 assumption of control of the association by unit owners other  
10388 than the developer; and

10389 (b) Reserve account funds may be expended only for repair  
10390 or replacement of the specific components for which the funds  
10391 were deposited, unless, after assumption of control of the  
10392 association by unit owners other than the developer, it is  
10393 determined by three-fourths of the voting interests in the  
10394 common interest community ~~condominium~~ to expend the funds for  
10395 other purposes.

10396 (4) The developer shall establish the reserve account, as  
10397 provided in this section, in the name of the association at a  
10398 bank, savings and loan association, or trust company located in  
10399 this state.

10400 (5) A developer may establish and fund additional converter  
10401 reserve accounts. The amount of funding shall be the product of  
10402 the estimated current replacement cost of a component, as  
10403 disclosed and substantiated pursuant to s. 718.616(3)(b),  
10404 multiplied by a fraction, the numerator of which is the age of

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10405 the component in years and the denominator of which is the total  
10406 estimated life of the component in years.

10407 (6) A developer makes no implied warranties when existing  
10408 improvements are converted to ownership as a residential common  
10409 interest community ~~condominium~~ and reserve accounts are funded  
10410 in accordance with this section. As an alternative to  
10411 establishing such reserve accounts, or when a developer fails to  
10412 establish the reserve accounts in accordance with this section,  
10413 the developer shall be deemed to have granted to the purchaser  
10414 of each unit an implied warranty of fitness and merchantability  
10415 for the purposes or uses intended. The warranty shall be for a  
10416 period beginning with the notice of intended conversion and  
10417 continuing for 3 years thereafter, or the recording of the  
10418 documents ~~declaration~~ to common interest community ~~condominium~~  
10419 and continuing for 3 years thereafter, or 1 year after owners  
10420 other than the developer obtain control of the association,  
10421 whichever occurs last, but in no event more than 5 years.

10422 (a) The warranty provided for in this section is  
10423 conditioned upon routine maintenance being performed, unless the  
10424 maintenance is an obligation of the developer or a developer-  
10425 controlled association.

10426 (b) The warranty shall inure to the benefit of each owner  
10427 and successor owner.

10428 (c) Existing improvements converted to residential common  
10429 interest community ~~condominium~~ may be covered by an insured  
10430 warranty program underwritten by an insurance company authorized  
10431 to do business in this state, if such warranty program meets the  
10432 minimum requirements of this chapter. To the degree that the  
10433 warranty program does not meet the minimum requirements of this

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10434 chapter, such requirements shall apply.

10435 (7) When a developer desires to post a surety bond, the  
10436 developer shall, after notification to the buyer, acquire a  
10437 surety bond issued by a company licensed to do business in this  
10438 state, if such a bond is readily available in the open market,  
10439 in an amount which would be equal to the total amount of all  
10440 reserve accounts required under subsection (1), payable to the  
10441 association.

10442 (8) The amended provisions of this section do not affect a  
10443 conversion of existing improvements when a developer has filed a  
10444 notice of intended conversion and the documents required by s.  
10445 718.503 or s. 718.504, as applicable, with the division prior to  
10446 the effective date of this law, provided:

10447 (a) The documents are proper for filing purposes.

10448 (b) The developer, not later than 6 months after such  
10449 filing:

10450 1. Records a declaration for such filing in accordance with  
10451 part I.

10452 2. Gives a notice of intended conversion.

10453 (9) This section applies only to the conversion of existing  
10454 improvements where construction of the improvement was commenced  
10455 prior to its designation by the developer as a common interest  
10456 community condominium. In such circumstances, s. 718.203 does  
10457 not apply.

10458 (10) A developer who sells a common interest community  
10459 condominium parcel that is subject to this part shall disclose  
10460 in conspicuous type in the contract of sale whether the  
10461 developer has established converter reserve accounts, provided a  
10462 warranty of fitness and merchantability, or posted a surety bond

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10463 for purposes of complying with this section.

10464 Section 110. Section 718.62, Florida Statutes, is amended  
10465 to read:

10466 718.62 Prohibition of discrimination against nonpurchasing  
10467 tenants.—When existing improvements are converted to common  
10468 interest community condominium, tenants who have not purchased a  
10469 unit in the common interest community condominium being created  
10470 shall, during the remaining term of the rental agreement and any  
10471 extension thereof, be entitled to the same rights, privileges,  
10472 and services that were enjoyed by all tenants prior to the date  
10473 of the written notice of conversion and that are granted,  
10474 offered, or provided to purchasers.

10475 Section 111. Section 718.621, Florida Statutes, is amended  
10476 to read:

10477 718.621 Rulemaking authority.—The division is authorized to  
10478 adopt rules pursuant to the Administrative Procedure Act to  
10479 administer and ensure compliance with developers' obligations  
10480 with respect to common interest community condominium  
10481 conversions concerning the filing and noticing of intended  
10482 conversion, rental agreement extensions, rights of first  
10483 refusal, and disclosure and postpurchase protections.

10484 Section 112. Part VII of chapter 718, Florida Statutes,  
10485 consisting of ss. 718.701, 718.702, 718.703, 718.704, 718.705,  
10486 718.706, 718.707, and 718.708, Florida Statutes, is repealed.

10487 Section 113. Sections 719.101, 719.102, 719.103, 719.1035,  
10488 719.104, 719.105, 719.1055, 719.106, 719.1064, 719.1065,  
10489 719.107, 719.108, 719.109, 719.110, 719.111, 719.112, 719.1124,  
10490 719.115, 719.1255, 719.127, 719.128, 719.129, 719.202, 719.203,  
10491 719.301, 719.302, 719.3026, 719.303, 719.304, 719.401, 719.4015,

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10492 719.402, 719.403, 719.501, 719.502, 719.503, 719.504, 719.505,  
 10493 719.506, 719.507, 719.508, 719.604, 719.606, 719.608, 719.61,  
 10494 719.612, 719.614, 719.616, 719.618, 719.62, 719.621, and  
 10495 719.622, Florida Statutes, are repealed.

10496 Section 114. Chapter 720, Florida Statutes, consisting of  
 10497 ss. 720.301, 720.3015, 720.302, 720.303, 720.3033, 720.3035,  
 10498 720.304, 720.305, 720.3053, 720.3055, 720.306, 720.307,  
 10499 720.3075, 720.308, 720.3085, 720.30851, 720.3086, 720.309,  
 10500 720.31, 720.311, 720.312, 720.313, 720.315, 720.316, 720.317,  
 10501 720.401, 720.402, 720.403, 720.404, 720.405, 720.406, and  
 10502 720.407, Florida Statutes, is repealed.

10503 Section 115. Subsections (2) and (3) of section 721.03,  
 10504 Florida Statutes, are amended to read:

10505 721.03 Scope of chapter.—

10506 (2) When a timeshare plan is subject to both the provisions  
 10507 of this chapter and the provisions of chapter 718 ~~or chapter~~  
 10508 ~~719~~, the plan shall meet the requirements of both chapters  
 10509 unless exempted as provided in this section. The division shall  
 10510 have the authority to adopt rules differentiating between  
 10511 timeshare condominiums and nontimeshare condominiums, and  
 10512 between timeshare cooperatives and nontimeshare cooperatives, in  
 10513 the interpretation and implementation of chapter ~~chapters~~ 718  
 10514 ~~and 719, respectively~~. In the event of a conflict between the  
 10515 provisions of this chapter and the provisions of chapter 718 ~~or~~  
 10516 ~~chapter 719~~, the provisions of this chapter shall prevail.

10517 (3) A timeshare plan that ~~which~~ is subject to the  
 10518 provisions of chapter 718 ~~or chapter 719~~, if fully in compliance  
 10519 with the provisions of this chapter, is exempt from the  
 10520 following:

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10521 (a) Section ~~Sections~~ 718.202 and ~~719.202~~, relating to sales  
10522 or reservation deposits prior to closing.

10523 (b) Section ~~Sections~~ 718.502 and ~~719.502~~, relating to  
10524 filing prior to sale or lease.

10525 (c) Section ~~Sections~~ 718.503 and ~~719.503~~, relating to  
10526 disclosure prior to sale.

10527 (d) Section ~~Sections~~ 718.504 and ~~719.504~~, relating to  
10528 prospectus or offering circular.

10529 (e) Part VI of chapter 718 and ~~part VI of chapter 719~~,  
10530 relating to conversion of existing improvements to the  
10531 condominium or cooperative form of ownership, respectively,  
10532 provided that a developer converting existing improvements to a  
10533 timeshare condominium or timeshare cooperative must comply with  
10534 ss. 718.606, 718.608, 718.61, and 718.62, ~~or ss. 719.606,~~  
10535 ~~719.608, 719.61, and 719.62~~, if applicable, and, if the existing  
10536 improvements received a certificate of occupancy more than 18  
10537 months before such conversion, one of the following:

10538 1. The accommodations and facilities shall be renovated and  
10539 improved to a condition such that the remaining useful life in  
10540 years of the roof, plumbing, air-conditioning, and any component  
10541 of the structure which has a useful life less than the useful  
10542 life of the overall structure is equal to the useful life of  
10543 accommodations or facilities that would exist if such  
10544 accommodations and facilities were newly constructed and not  
10545 previously occupied.

10546 2. The developer shall fund reserve accounts for capital  
10547 expenditures and deferred maintenance for the roof, plumbing,  
10548 air-conditioning, and any component of the structure the useful  
10549 life of which is less than the useful life of the overall

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10550 structure. The reserve accounts shall be funded for each  
10551 component in an amount equal to the product of the estimated  
10552 current replacement cost of such component as of the date of  
10553 such conversion (as disclosed and substantiated by a certificate  
10554 under the seal of an architect or engineer authorized to  
10555 practice in this state) multiplied by a fraction, the numerator  
10556 of which shall be the age of the component in years (as  
10557 disclosed and substantiated by a certificate under the seal of  
10558 an architect or engineer authorized to practice in this state)  
10559 and the denominator of which shall be the total useful life of  
10560 the component in years (as disclosed and substantiated by a  
10561 certificate under the seal of an architect or engineer  
10562 authorized to practice in this state). Alternatively, the  
10563 reserve accounts may be funded for each component in an amount  
10564 equal to the amount that, except for the application of this  
10565 subsection, would be required to be maintained pursuant to s.  
10566 718.618(1) ~~or s. 719.618(1)~~. The developer shall fund the  
10567 reserve accounts contemplated in this subparagraph out of the  
10568 proceeds of each sale of a timeshare interest, on a pro rata  
10569 basis, in an amount not less than a percentage of the total  
10570 amount to be deposited in the reserve account equal to the  
10571 percentage of ownership allocable to the timeshare interest  
10572 sold. When an owners' association makes an expenditure of  
10573 reserve account funds before the developer has initially sold  
10574 all timeshare interests, the developer shall make a deposit in  
10575 the reserve account if the reserve account is insufficient to  
10576 pay the expenditure. Such deposit shall be at least equal to  
10577 that portion of the expenditure which would be charged against  
10578 the reserve account deposit that would have been made for any

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10579 such timeshare interest had the timeshare interest been  
 10580 initially sold. When a developer deposits amounts in excess of  
 10581 the minimum reserve account funding, later deposits may be  
 10582 reduced to the extent of the excess funding.

10583 3. The developer shall provide each purchaser with a  
 10584 warranty of fitness and merchantability pursuant to s.  
 10585 718.618(6) ~~or s. 719.618(6)~~.

10586 Section 116. Subsections (11), (34), and (40) of section  
 10587 721.05, Florida Statutes, are amended to read:

10588 721.05 Definitions.—As used in this chapter, the term:

10589 (11) "Division" means the Division of Common Interest  
 10590 Communities ~~Florida Condominiums, Timeshares, and Mobile Homes~~  
 10591 of the Department of Business and Professional Regulation.

10592 (34) "Timeshare estate" means a right to occupy a timeshare  
 10593 unit, coupled with a freehold estate or an estate for years with  
 10594 a future interest in a timeshare property or a specified portion  
 10595 thereof, or coupled with an ownership interest in a common  
 10596 interest community condominium unit pursuant to s. 718.103, ~~an~~  
 10597 ~~ownership interest in a cooperative unit pursuant to s. 719.103,~~  
 10598 or a direct or indirect beneficial interest in a trust that  
 10599 complies in all respects with s. 721.08(2)(c)4. or s.

10600 721.53(1)(e), provided that the trust does not contain any  
 10601 personal property timeshare interests. A timeshare estate is a  
 10602 parcel of real property under the laws of this state.

10603 (40) "Timeshare property" means one or more timeshare units  
 10604 subject to the same timeshare instrument, together with any  
 10605 other property or rights to property appurtenant to those  
 10606 timeshare units. Notwithstanding anything to the contrary  
 10607 contained in chapter 718 ~~or chapter 719~~, the timeshare

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10608 instrument for a timeshare common interest community ~~condominium~~  
10609 or cooperative may designate personal property, contractual  
10610 rights, affiliation agreements of component sites of vacation  
10611 clubs, exchange companies, or reservation systems, or any other  
10612 agreements or personal property, as common elements or limited  
10613 common elements of the timeshare common interest community  
10614 ~~condominium~~ or cooperative.

10615 Section 117. Paragraph (d) of subsection (2) and paragraph  
10616 (q) of subsection (5) of section 721.07, Florida Statutes, are  
10617 amended to read:

10618 721.07 Public offering statement.—Prior to offering any  
10619 timeshare plan, the developer must submit a filed public  
10620 offering statement to the division for approval as prescribed by  
10621 s. 721.03, s. 721.55, or this section. Until the division  
10622 approves such filing, any contract regarding the sale of that  
10623 timeshare plan is subject to cancellation by the purchaser  
10624 pursuant to s. 721.10.

10625 (2)

10626 (d) A developer shall have the authority to deliver to  
10627 purchasers any purchaser public offering statement that is not  
10628 yet approved by the division, provided that the following shall  
10629 apply:

10630 1. At the time the developer delivers an unapproved  
10631 purchaser public offering statement to a purchaser pursuant to  
10632 this paragraph, the developer shall deliver a fully completed  
10633 and executed copy of the purchase contract required by s. 721.06  
10634 that contains the following statement in conspicuous type in  
10635 substantially the following form which shall replace the  
10636 statements required by s. 721.06(1)(g):

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10637  
10638 *The developer is delivering to you a public offering statement*  
10639 *that has been filed with but not yet approved by the Division of*  
10640 *Common Interest Communities ~~Florida Condominiums, Timeshares,~~*  
10641 *~~and Mobile Homes~~. Any revisions to the unapproved public*  
10642 *offering statement you have received must be delivered to you,*  
10643 *but only if the revisions materially alter or modify the*  
10644 *offering in a manner adverse to you. After the division approves*  
10645 *the public offering statement, you will receive notice of the*  
10646 *approval from the developer and the required revisions, if any.*

10647  
10648 *Your statutory right to cancel this transaction without any*  
10649 *penalty or obligation expires 10 calendar days after the date*  
10650 *you signed your purchase contract or the date on which you*  
10651 *receive the last of all documents required to be given to you*  
10652 *pursuant to section 721.07(6), Florida Statutes, or 10 calendar*  
10653 *days after you receive revisions required to be delivered to*  
10654 *you, if any, whichever is later. If you decide to cancel this*  
10655 *contract, you must notify the seller in writing of your intent*  
10656 *to cancel. Your notice of cancellation shall be effective upon*  
10657 *the date sent and shall be sent to ... (Name of Seller) ... at*  
10658 *... (Address of Seller) ... Any attempt to obtain a waiver of*  
10659 *your cancellation right is void and of no effect. While you may*  
10660 *execute all closing documents in advance, the closing, as*  
10661 *evidenced by delivery of the deed or other document, before*  
10662 *expiration of your 10-day cancellation period, is prohibited.*

10663  
10664       2. After receipt of approval from the division and prior to  
10665 closing, if any revisions made to the documents contained in the

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10666 purchaser public offering statement materially alter or modify  
10667 the offering in a manner adverse to a purchaser, the developer  
10668 shall send the purchaser such revisions, together with a notice  
10669 containing a statement in conspicuous type in substantially the  
10670 following form:

10671  
10672 *The unapproved public offering statement previously delivered to*  
10673 *you, together with the enclosed revisions, has been approved by*  
10674 *the Division of Common Interest Communities ~~Florida~~*  
10675 *~~Condominiums, Timeshares, and Mobile Homes~~. Accordingly, your*  
10676 *cancellation right expires 10 calendar days after you sign your*  
10677 *purchase contract or 10 calendar days after you receive these*  
10678 *revisions, whichever is later. If you have any questions*  
10679 *regarding your cancellation rights, you may contact the division*  
10680 *at [insert division's current address].*

10681  
10682 3. After receipt of approval from the division and prior to  
10683 closing, if no revisions have been made to the documents  
10684 contained in the unapproved purchaser public offering statement,  
10685 or if such revisions do not materially alter or modify the  
10686 offering in a manner adverse to a purchaser, the developer shall  
10687 send the purchaser a notice containing a statement in  
10688 conspicuous type in substantially the following form:

10689  
10690 *The unapproved public offering statement previously delivered to*  
10691 *you has been approved by the Division of Common Interest*  
10692 *Communities ~~Florida Condominiums, Timeshares, and Mobile Homes~~.*  
10693 *Revisions made to the unapproved public offering statement, if*  
10694 *any, are not required to be delivered to you or are not deemed*

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10695 *by the developer, in its opinion, to materially alter or modify*  
10696 *the offering in a manner that is adverse to you. Accordingly,*  
10697 *your cancellation right expired 10 days after you signed your*  
10698 *purchase contract. A complete copy of the approved public*  
10699 *offering statement is available through the managing entity for*  
10700 *inspection as part of the books and records of the plan. If you*  
10701 *have any questions regarding your cancellation rights, you may*  
10702 *contact the division at [insert division's current address].*

10703 (5) Every filed public offering statement for a timeshare  
10704 plan which is not a multisite timeshare plan shall contain the  
10705 information required by this subsection. The division is  
10706 authorized to provide by rule the method by which a developer  
10707 must provide such information to the division.

10708 (q) If the timeshare plan is part of a phase project, a  
10709 statement to that effect and a complete description of the  
10710 phasing. Notwithstanding ~~any provisions of s. 718.110 or s.~~  
10711 ~~719.1055,~~ a developer may develop a timeshare condominium or a  
10712 timeshare cooperative in phases if the original declaration of  
10713 condominium or cooperative documents submitting the initial  
10714 phase to condominium ownership or cooperative ownership or an  
10715 amendment to the declaration of condominium or cooperative  
10716 documents which has been approved by all of the unit owners and  
10717 unit mortgagees provides for phasing. Notwithstanding ~~any~~  
10718 ~~provisions of s. 718.403 or s. 719.403 to the contrary,~~ the  
10719 original declaration of condominium or cooperative documents, or  
10720 an amendment to the declaration of condominium or cooperative  
10721 documents adopted pursuant to this subsection, need only  
10722 generally describe the developer's phasing plan and the land  
10723 which may become part of the condominium or cooperative, and, in

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10724 conjunction therewith, the developer may also reserve all rights  
10725 to vary his or her phasing plan as to phase boundaries, plot  
10726 plans and floor plans, timeshare unit types, timeshare unit  
10727 sizes and timeshare unit type mixes, numbers of timeshare units,  
10728 and facilities with respect to each subsequent phase. There  
10729 shall be no time limit during which a developer of a timeshare  
10730 condominium or timeshare cooperative must complete his or her  
10731 phasing plan, and the developer shall not be required to notify  
10732 owners of existing timeshare estates of his or her decision not  
10733 to add one or more proposed phases.

10734 Section 118. Paragraph (b) of subsection (5) and subsection  
10735 (8) of section 721.08, Florida Statutes, are amended to read:

10736 721.08 Escrow accounts; nondisturbance instruments;  
10737 alternate security arrangements; transfer of legal title.-

10738 (5)

10739 (b) Notwithstanding anything in chapter 718 ~~or chapter 719~~  
10740 to the contrary, the director of the division shall have the  
10741 discretion to accept other assurances pursuant to paragraph (a)  
10742 in lieu of any requirement that completion of construction of  
10743 one or more accommodations or facilities of a timeshare plan be  
10744 accomplished prior to closing.

10745 (8) An escrow agent holding escrowed funds pursuant to this  
10746 chapter that have not been claimed for a period of 5 years after  
10747 the date of deposit shall make at least one reasonable attempt  
10748 to deliver such unclaimed funds to the purchaser who submitted  
10749 such funds to escrow. In making such attempt, an escrow agent is  
10750 entitled to rely on a purchaser's last known address as set  
10751 forth in the books and records of the escrow agent and is not  
10752 required to conduct any further search for the purchaser. If an

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10753 escrow agent's attempt to deliver unclaimed funds to any  
10754 purchaser is unsuccessful, the escrow agent may deliver such  
10755 unclaimed funds to the division and the division shall deposit  
10756 such unclaimed funds in the Division of Common Interest  
10757 Communities ~~Florida Condominiums, Timeshares, and Mobile Homes~~  
10758 Trust Fund, 30 days after giving notice in a publication of  
10759 general circulation in the county in which the timeshare  
10760 property containing the purchaser's timeshare interest is  
10761 located. The purchaser may claim the same at any time prior to  
10762 the delivery of such funds to the division. After delivery of  
10763 such funds to the division, the purchaser shall have no more  
10764 rights to the unclaimed funds. The escrow agent shall not be  
10765 liable for any claims from any party arising out of the escrow  
10766 agent's delivery of the unclaimed funds to the division pursuant  
10767 to this section.

10768 Section 119. Paragraph (b) of subsection (1), paragraphs  
10769 (c), (d), (e), and (j) of subsection (3), paragraph (a) of  
10770 subsection (6), and subsections (7) and (8) of section 721.13,  
10771 Florida Statutes, are amended to read:

10772 721.13 Management.—

10773 (1)

10774 (b)1. With respect to a timeshare plan which is also  
10775 regulated under chapter 718 ~~or chapter 719~~, or which contains a  
10776 mandatory owners' association, the board of administration of  
10777 the owners' association shall be considered the managing entity  
10778 of the timeshare plan.

10779 2. During any period of time in which such owners'  
10780 association has entered into a contract with a manager or  
10781 management firm to provide some or all of the management

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10782 services to the timeshare plan, both the board of administration  
10783 and the manager or management firm shall be considered the  
10784 managing entity of the timeshare plan and shall be jointly and  
10785 severally responsible for the faithful discharge of the duties  
10786 of the managing entity.

10787 3. An owners' association which is the managing entity of a  
10788 timeshare plan that includes condominium units or cooperative  
10789 units shall not be considered a condominium association pursuant  
10790 to the provisions of chapter 718 ~~or a cooperative association~~  
10791 ~~pursuant to the provisions of chapter 719~~, unless such owners'  
10792 association also operates the entire condominium pursuant to s.  
10793 718.111 ~~or the entire cooperative pursuant to s. 719.104~~.

10794 (3) The duties of the managing entity include, but are not  
10795 limited to:

10796 (c)1. Providing each year to all purchasers an itemized  
10797 annual budget which shall include all estimated revenues and  
10798 expenses. The budget shall be in the form required by s.  
10799 721.07(5)(t). The budget shall be the final budget adopted by  
10800 the managing entity for the current fiscal year. The final  
10801 adopted budget is not required to be delivered if the managing  
10802 entity has previously delivered a proposed annual budget for the  
10803 current fiscal year to purchasers in accordance with chapter 718  
10804 ~~or chapter 719~~ and the managing entity includes a description of  
10805 any changes in the adopted budget with the assessment notice and  
10806 a disclosure regarding the purchasers' right to receive a copy  
10807 of the adopted budget, if desired. The budget shall contain, as  
10808 a footnote or otherwise, any related party transaction  
10809 disclosures or notes which appear in the audited financial  
10810 statements of the managing entity for the previous budget year

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10811 as required by paragraph (e). A copy of the final budget shall  
10812 be filed with the division for review within 30 days after the  
10813 beginning of each fiscal year, together with a statement of the  
10814 number of periods of 7-day annual use availability that exist  
10815 within the timeshare plan, including those periods filed for  
10816 sale by the developer but not yet committed to the timeshare  
10817 plan, for which annual fees are required to be paid to the  
10818 division under s. 721.27.

10819 2. Notwithstanding anything contained in chapter 718 ~~or~~  
10820 ~~chapter 719~~ to the contrary, the board of administration of an  
10821 owners' association which serves as the managing entity may from  
10822 time to time reallocate reserves for deferred maintenance and  
10823 capital expenditures required by s. 721.07(5)(t)3.a.(XI) from  
10824 any deferred maintenance or capital expenditure reserve account  
10825 to any other deferred maintenance or capital expenditure reserve  
10826 account or accounts in its discretion without the consent of  
10827 purchasers of the timeshare plan. Funds in any deferred  
10828 maintenance or capital expenditure reserve account may not be  
10829 transferred to any operating account without the consent of a  
10830 majority of the purchasers of the timeshare plan. The managing  
10831 entity may from time to time transfer excess funds in any  
10832 operating account to any deferred maintenance or capital  
10833 expenditure reserve account without the vote or approval of  
10834 purchasers of the timeshare plan. In the event any amount of  
10835 reserves for accommodations and facilities of a timeshare plan  
10836 containing timeshare licenses or personal property timeshare  
10837 interests exists at the end of the term of the timeshare plan,  
10838 such reserves shall be refunded to purchasers on a pro rata  
10839 basis.

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10840           3. With respect to any timeshare plan that has a managing  
10841 entity that is an owners' association, reserves may be waived or  
10842 reduced by a majority vote of those voting interests that are  
10843 present, in person or by proxy, at a duly called meeting of the  
10844 owners' association. If a meeting of the purchasers has been  
10845 called to determine whether to waive or reduce the funding of  
10846 reserves and no such result is achieved or a quorum is not  
10847 attained, the reserves as included in the budget shall go into  
10848 effect.

10849           (d)1. Maintenance of all books and records concerning the  
10850 timeshare plan so that all such books and records are reasonably  
10851 available for inspection by any purchaser or the authorized  
10852 agent of such purchaser. For purposes of this subparagraph, the  
10853 books and records of the timeshare plan shall be considered  
10854 "reasonably available" if copies of the requested portions are  
10855 delivered to the purchaser or the purchaser's agent within 7  
10856 days after the date the managing entity receives a written  
10857 request for the records signed by the purchaser. The managing  
10858 entity may charge the purchaser a reasonable fee for copying the  
10859 requested information not to exceed 25 cents per page. However,  
10860 any purchaser or agent of such purchaser shall be permitted to  
10861 personally inspect and examine the books and records wherever  
10862 located at any reasonable time, under reasonable conditions, and  
10863 under the supervision of the custodian of those records. The  
10864 custodian shall supply copies of the records where requested and  
10865 upon payment of the copying fee. No fees other than those set  
10866 forth in this section may be charged for the providing of,  
10867 inspection, or examination of books and records. All books and  
10868 financial records of the timeshare plan must be maintained in

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10869 accordance with generally accepted accounting practices.

10870         2. If the books and records of the timeshare plan are not  
10871 maintained on the premises of the accommodations and facilities  
10872 of the timeshare plan, the managing entity shall inform the  
10873 division in writing of the location of the books and records and  
10874 the name and address of the person who acts as custodian of the  
10875 books and records at that location. In the event that the  
10876 location of the books and records changes, the managing entity  
10877 shall notify the division of the change in location and the name  
10878 and address of the new custodian within 30 days after the date  
10879 the books and records are moved. The purchasers shall be  
10880 notified of the location of the books and records and the name  
10881 and address of the custodian in the copy of the annual budget  
10882 provided to them pursuant to paragraph (c).

10883         3. The division is authorized to adopt rules which specify  
10884 those items and matters that shall be included in the books and  
10885 records of the timeshare plan and which specify procedures to be  
10886 followed in requesting and delivering copies of the books and  
10887 records.

10888         4. Notwithstanding any provision of chapter 718 ~~or chapter~~  
10889 ~~719~~ to the contrary, the managing entity may not furnish the  
10890 name, address, or electronic mail address of any purchaser to  
10891 any other purchaser or authorized agent thereof unless the  
10892 purchaser whose name, address, or electronic mail address is  
10893 requested first approves the disclosure in writing.

10894         (e) Arranging for an annual audit of the financial  
10895 statements of the timeshare plan by a certified public  
10896 accountant licensed by the Board of Accountancy of the  
10897 Department of Business and Professional Regulation, in

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10898 accordance with generally accepted auditing standards as defined  
10899 by the rules of the Board of Accountancy of the Department of  
10900 Business and Professional Regulation. The financial statements  
10901 required by this section must be prepared on an accrual basis  
10902 using fund accounting, and must be presented in accordance with  
10903 generally accepted accounting principles. A copy of the audited  
10904 financial statements must be filed with the division for review  
10905 and forwarded to the board of directors and officers of the  
10906 owners' association, if one exists, no later than 5 calendar  
10907 months after the end of the timeshare plan's fiscal year. If no  
10908 owners' association exists, each purchaser must be notified, no  
10909 later than 5 months after the end of the timeshare plan's fiscal  
10910 year, that a copy of the audited financial statements is  
10911 available upon request to the managing entity. Notwithstanding  
10912 any requirement of s. 718.111(13) ~~or s. 719.104(4)~~, the audited  
10913 financial statements required by this section are the only  
10914 annual financial reporting requirements for timeshare common  
10915 interest communities ~~condominiums~~ or timeshare cooperatives.

10916 (j) Notwithstanding anything contained in chapter 718 ~~or~~  
10917 ~~chapter 719~~ to the contrary, purchasers shall not have the power  
10918 to cancel contracts entered into by the managing entity relating  
10919 to a master or community antenna television system, a franchised  
10920 cable television service, or any similar paid television  
10921 programming service or bulk rate services agreement.

10922 (6) (a) The managing entity of any timeshare plan located in  
10923 this state, including, but not limited to, those plans created  
10924 with respect to a condominium pursuant to chapter 718 ~~or a~~  
10925 ~~cooperative pursuant to chapter 719~~, may deny the use of the  
10926 accommodations and facilities of the timeshare plan, including

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10927 the denial of the right to make a reservation or the  
10928 cancellation of a confirmed reservation for timeshare periods in  
10929 a floating reservation timeshare plan, to any purchaser who is  
10930 delinquent in the payment of any assessments made by the  
10931 managing entity against such purchaser for common expenses or  
10932 for ad valorem real estate taxes pursuant to this chapter or  
10933 pursuant to s. 192.037. Such denial of use shall also extend to  
10934 those parties claiming under the delinquent purchaser described  
10935 in paragraphs (b) and (c). For purposes of this subsection, a  
10936 purchaser shall be considered delinquent in the payment of a  
10937 given assessment only upon the expiration of 60 days after the  
10938 date the assessment is billed to the purchaser or upon the  
10939 expiration of 60 days after the date the assessment is due,  
10940 whichever is later. For purposes of this subsection, an  
10941 affiliated exchange program shall be any exchange program which  
10942 has a contractual relationship with the creating developer or  
10943 the managing entity of the timeshare plan, or any exchange  
10944 program that notifies the managing entity in writing that it has  
10945 members that are purchasers of the timeshare plan, and the  
10946 exchange companies operating such affiliated exchange programs  
10947 shall be affiliated exchange companies. Any denial of use for  
10948 failure to pay assessments shall be implemented only pursuant to  
10949 this subsection.

10950 (7) Unless the articles of incorporation, the bylaws, or  
10951 the provisions of this chapter provide for a higher quorum  
10952 requirement, the percentage of voting interests required to make  
10953 decisions and to constitute a quorum at a meeting of the members  
10954 of a timeshare condominium or owners' association shall be 15  
10955 percent of the voting interests. If a quorum is not present at

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10956 any meeting of the owners' association at which members of the  
10957 board of administration are to be elected, the meeting may be  
10958 adjourned and reconvened within 90 days for the sole purpose of  
10959 electing members of the board of administration, and the quorum  
10960 for such adjourned meeting shall be 15 percent of the voting  
10961 interests. This provision shall apply notwithstanding any  
10962 provision of chapter 718 ~~or chapter 719~~ to the contrary.

10963 (8) Notwithstanding anything to the contrary in s. 718.110,  
10964 s. 718.113, or s. 718.114, ~~or s. 719.1055~~, the board of  
10965 administration of any owners' association that operates a  
10966 timeshare condominium pursuant to s. 718.111, ~~or a timeshare~~  
10967 ~~cooperative pursuant to s. 719.104~~, shall have the power to make  
10968 material alterations or substantial additions to the  
10969 accommodations or facilities of such timeshare condominium or  
10970 timeshare cooperative without the approval of the owners'  
10971 association. However, if the timeshare condominium or timeshare  
10972 cooperative contains any residential units that are not subject  
10973 to the timeshare plan, such action by the board of  
10974 administration must be approved by a majority of the owners of  
10975 such residential units. Unless otherwise provided in the  
10976 timeshare instrument as originally recorded, no such amendment  
10977 may change the configuration or size of any accommodation in any  
10978 material fashion, or change the proportion or percentage by  
10979 which a member of the owners' association shares the common  
10980 expenses, unless the record owners of the affected units or  
10981 timeshare interests and all record owners of liens on the  
10982 affected units or timeshare interests join in the execution of  
10983 the amendment.

10984 Section 120. Subsection (3) of section 721.14, Florida

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10985 Statutes, is amended to read:

10986 721.14 Discharge of managing entity.—

10987 (3) The managing entity of a timeshare plan subject to the  
10988 provisions of chapter 718 ~~or chapter 719~~ may be discharged  
10989 pursuant to chapter 718 ~~or chapter 719, respectively,~~ or its  
10990 successor or pursuant to this section.

10991 Section 121. Paragraph (b) of subsection (1) and  
10992 subsections (6), (9), and (11) of section 721.15, Florida  
10993 Statutes, are amended to read:

10994 721.15 Assessments for common expenses.—

10995 (1)

10996 (b) Notwithstanding any provision of chapter 718 ~~or chapter~~  
10997 ~~719~~ to the contrary, the allocation of total common expenses for  
10998 a condominium or a cooperative timeshare plan may vary on any  
10999 reasonable basis, including, but not limited to, timeshare unit  
11000 size, timeshare unit type, timeshare unit location, specific  
11001 identification, or a combination of these factors, if the  
11002 percentage interest in the common elements attributable to each  
11003 timeshare condominium parcel or timeshare cooperative parcel  
11004 equals the share of the total common expenses allocable to that  
11005 parcel. The share of a timeshare interest in the common expenses  
11006 allocable to the timeshare condominium parcel or the timeshare  
11007 cooperative parcel containing such interest may vary on any  
11008 reasonable basis if the timeshare interest's share of its  
11009 parcel's common expense allocation is equal to that timeshare  
11010 interest's share of the percentage interest in common elements  
11011 attributable to such parcel.

11012 (6) Notwithstanding any contrary requirements of s.

11013 718.112(2)(h) ~~718.112(2)(g) or s. 719.106(1)(g)~~, for timeshare

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11014 plans subject to this chapter, assessments against purchasers  
11015 need not be made more frequently than annually.

11016 (9) (a) Anything contained in chapter 718 ~~or chapter 719~~ to  
11017 the contrary notwithstanding, the managing entity of a timeshare  
11018 plan shall not commingle operating funds with reserve funds;  
11019 however, the managing entity may maintain operating and reserve  
11020 funds within a single account for a period not to exceed 30 days  
11021 after the date on which the managing entity received payment of  
11022 such funds.

11023 (b) Anything contained in chapter 718 ~~or chapter 719~~ to the  
11024 contrary notwithstanding, a managing entity which serves as  
11025 managing entity of more than one timeshare plan, or of more than  
11026 one component site pursuant to part II, shall not commingle the  
11027 common expense funds of any one timeshare plan or component site  
11028 with the common expense funds of any other timeshare plan or  
11029 component site. However, the managing entity may maintain common  
11030 expense funds of multiple timeshare plans or multiple component  
11031 sites within a single account for a period not to exceed 30 days  
11032 after the date on which the managing entity received payment of  
11033 such funds.

11034 (11) Notwithstanding any provision of chapter 718 ~~or~~  
11035 ~~chapter 719~~ to the contrary, any determination by a timeshare  
11036 association of whether assessments exceed 115 percent of  
11037 assessments for the prior fiscal year shall exclude anticipated  
11038 expenses for insurance coverage required by law or by the  
11039 timeshare instrument to be maintained by the association.

11040 Section 122. Subsection (3) of section 721.16, Florida  
11041 Statutes, is amended to read:

11042 721.16 Liens for overdue assessments; liens for labor

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11043 performed on, or materials furnished to, a timeshare unit.-

11044 (3) The lien is effective from the date of recording a  
 11045 claim of lien in the official records of the county or counties  
 11046 in which the timeshare interest is located. The claim of lien  
 11047 shall state the name of the timeshare plan and identify the  
 11048 timeshare interest for which the lien is effective, state the  
 11049 name of the purchaser, state the assessment amount due, and  
 11050 state the due dates. Notwithstanding any provision of s.

11051 718.116(6) ~~718.116(5) or s. 719.108(4)~~ to the contrary, the lien  
 11052 is effective until satisfied or until 5 years have expired after  
 11053 the date the claim of lien is recorded unless, within that time,  
 11054 an action to enforce the lien is commenced pursuant to  
 11055 subsection (2). A claim of lien for assessments may include only  
 11056 assessments which are due when the claim is recorded. A claim of  
 11057 lien shall be signed and acknowledged by an officer or agent of  
 11058 the managing entity. Upon full payment, the person making the  
 11059 payment is entitled to receive a satisfaction of the lien.

11060 Section 123. Subsections (1) and (4) of section 721.165,  
 11061 Florida Statutes, are amended to read:

11062 721.165 Insurance.-

11063 (1) Notwithstanding any provision contained in the  
 11064 timeshare instrument or in this chapter or chapter 718, ~~or~~  
 11065 ~~chapter 719~~ to the contrary, the managing entity shall use due  
 11066 diligence to obtain adequate casualty insurance as a common  
 11067 expense of the timeshare plan to protect the timeshare property  
 11068 against all reasonably foreseeable perils, in such covered  
 11069 amounts and subject to such reasonable exclusions and reasonable  
 11070 deductibles as are consistent with the provisions of this  
 11071 section.

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11072 (4) Notwithstanding any provision contained in the  
11073 timeshare instrument or in this chapter or, chapter 718, ~~or~~  
11074 ~~chapter 719~~ to the contrary, the managing entity is authorized  
11075 to apply any existing reserves for deferred maintenance and  
11076 capital expenditures toward payment of insurance deductibles or  
11077 the repair or replacement of the timeshare property after a  
11078 casualty without regard to the purposes for which such reserves  
11079 were originally established.

11080 Section 124. Subsection (1) of section 721.17, Florida  
11081 Statutes, is amended to read:

11082 721.17 Transfer of interest; resale transfer agreements.—

11083 (1) Except in the case of a timeshare plan subject to the  
11084 provisions of chapter 718 ~~or chapter 719~~, no developer, owner of  
11085 the underlying fee, or owner of the underlying personal property  
11086 shall sell, lease, assign, mortgage, or otherwise transfer his  
11087 or her interest in the accommodations and facilities of the  
11088 timeshare plan except by an instrument evidencing the transfer  
11089 recorded in the public records of the county in which such  
11090 accommodations and facilities are located or, with respect to  
11091 personal property timeshare plans, in full compliance with s.  
11092 721.08. The instrument shall be executed by both the transferor  
11093 and transferee and shall state:

11094 (a) That its provisions are intended to protect the rights  
11095 of all purchasers of the plan.

11096 (b) That its terms may be enforced by any prior or  
11097 subsequent timeshare purchaser so long as that purchaser is not  
11098 in default of his or her obligations.

11099 (c) That so long as a purchaser remains in good standing  
11100 with respect to her or his obligations under the timeshare

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11101 instrument, including making all payments to the managing entity  
11102 required by the timeshare instrument with respect to the annual  
11103 common expenses of the timeshare plan, the transferee shall  
11104 honor all rights of such purchaser relating to the subject  
11105 accommodation or facility as reflected in the timeshare  
11106 instrument.

11107 (d) That the transferee will fully honor all rights of  
11108 timeshare purchasers to cancel their contracts and receive  
11109 appropriate refunds.

11110 (e) That the obligations of the transferee under such  
11111 instrument will continue to exist despite any cancellation or  
11112 rejection of the contracts between the developer and purchaser  
11113 arising out of bankruptcy proceedings.

11114 Section 125. Subsection (3) of section 721.20, Florida  
11115 Statutes, is amended to read:

11116 721.20 Licensing requirements; suspension or revocation of  
11117 license; exceptions to applicability; collection of advance fees  
11118 for listings unlawful.—

11119 (3) A solicitor who has violated the provisions of chapter  
11120 468, chapter 718, ~~chapter 719~~, this chapter, or the rules of the  
11121 division governing timesharing shall be subject to the  
11122 provisions of s. 721.26. Any developer or other person who  
11123 supervises, directs, or engages the services of a solicitor  
11124 shall be liable for any violation of the provisions of chapter  
11125 468, chapter 718, ~~chapter 719~~, this chapter, or the rules of the  
11126 division governing timesharing committed by such solicitor.

11127 Section 126. Subsections (1) and (2) of section 721.24,  
11128 Florida Statutes, are amended to read:

11129 721.24 Firesafety.—

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11130 (1) Any:

11131 (a) Facility or accommodation of a timeshare plan, as

11132 defined in this chapter or, chapter 718, ~~or chapter 719~~, which

11133 is of three stories or more and for which the construction

11134 contract has been let after September 30, 1983, with interior

11135 corridors which do not have direct access from the timeshare

11136 unit to exterior means of egress, or

11137 (b) Building over 75 feet in height that has direct access

11138 from the timeshare unit to exterior means of egress and for

11139 which the construction contract has been let after September 30,

11140 1983,

11141

11142 shall be equipped with an automatic sprinkler system installed

11143 in compliance with the provisions prescribed in the National

11144 Fire Protection Association publication NFPA No. 13 (1985),

11145 "Standards for the Installation of Sprinkler Systems." The

11146 sprinkler installation may be omitted in closets which are not

11147 over 24 square feet in area and in bathrooms which are not over

11148 55 square feet in area, which closets and bathrooms are located

11149 in timeshare units. Each timeshare unit shall be equipped with

11150 an approved listed single-station smoke detector meeting the

11151 minimum requirements of NFPA-74 (1984), "Standards for the

11152 Installation, Maintenance and Use of Household Fire Warning

11153 Equipment," powered from the building electrical service,

11154 notwithstanding the number of stories in the structure, if the

11155 contract for construction is let after September 30, 1983.

11156 Single-station smoke detection is not required when a timeshare

11157 unit's smoke detectors are connected to a central alarm system

11158 which also alarms locally.

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11159 (2) Any timeshare unit of a timeshare plan, as defined in  
11160 this chapter or, chapter 718, ~~or chapter 719~~ which is of three  
11161 stories or more and for which the construction contract was let  
11162 before October 1, 1983, shall be equipped with:

11163 (a) A system which complies with subsection (1); or

11164 (b) An approved sprinkler system for all interior  
11165 corridors, public areas, storage rooms, closets, kitchen areas,  
11166 and laundry rooms, less individual timeshare units, if the  
11167 following conditions are met:

11168 1. There is a minimum 1-hour separation between each  
11169 timeshare unit and between each timeshare unit and a corridor.

11170 2. The building is constructed of noncombustible materials.

11171 3. The egress conditions meet the requirements of s. 5-3 of  
11172 the Life Safety Code, NFPA 101 (1985).

11173 4. The building has a complete automatic fire detection  
11174 system which meets the requirements of NFPA-72A (1987) and NFPA-  
11175 72E (1984), including smoke detectors in each timeshare unit  
11176 individually annunciating to a panel at a supervised location.

11177 Section 127. Section 721.26, Florida Statutes, is amended  
11178 to read:

11179 721.26 Regulation by division.—The division has the power  
11180 to enforce and ensure compliance with this chapter, except for  
11181 parts III and IV, using the powers provided in this chapter, as  
11182 well as the powers prescribed in chapter ~~chapters~~ 718 and ~~719~~.  
11183 In performing its duties, the division shall have the following  
11184 powers and duties:

11185 (1) To aid in the enforcement of this chapter, or any  
11186 division rule adopted or order issued pursuant to this chapter,  
11187 the division may make necessary public or private investigations

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11188 within or outside this state to determine whether any person has  
11189 violated or is about to violate this chapter, or any division  
11190 rule adopted or order issued pursuant to this chapter.

11191 (2) The division may require or permit any person to file a  
11192 written statement under oath or otherwise, as the division  
11193 determines, as to the facts and circumstances concerning a  
11194 matter under investigation.

11195 (3) For the purpose of any investigation under this  
11196 chapter, the director of the division or any officer or employee  
11197 designated by the director may administer oaths or affirmations,  
11198 subpoena witnesses and compel their attendance, take evidence,  
11199 and require the production of any matter which is relevant to  
11200 the investigation, including the identity, existence,  
11201 description, nature, custody, condition, and location of any  
11202 books, documents, or other tangible things and the identity and  
11203 location of persons having knowledge of relevant facts or any  
11204 other matter reasonably calculated to lead to the discovery of  
11205 material evidence. Failure to obey a subpoena or to answer  
11206 questions propounded by the investigating officer and upon  
11207 reasonable notice to all persons affected thereby shall be a  
11208 violation of this chapter. In addition to the other enforcement  
11209 powers authorized in this subsection, the division may apply to  
11210 the circuit court for an order compelling compliance.

11211 (4) The division may prepare and disseminate a prospectus  
11212 and other information to assist prospective purchasers, sellers,  
11213 and managing entities of timeshare plans in assessing the  
11214 rights, privileges, and duties pertaining thereto.

11215 (5) Notwithstanding any remedies available to purchasers,  
11216 if the division has reasonable cause to believe that a violation

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11217 of this chapter, or of any division rule adopted or order issued  
11218 pursuant to this chapter, has occurred, the division may  
11219 institute enforcement proceedings in its own name against any  
11220 regulated party, as such term is defined in this subsection:

11221 (a)1. "Regulated party," for purposes of this section,  
11222 means any developer, exchange company, seller, managing entity,  
11223 owners' association, owners' association director, owners'  
11224 association officer, manager, management firm, escrow agent,  
11225 trustee, any respective assignees or agents, or any other person  
11226 having duties or obligations pursuant to this chapter.

11227 2. Any person who materially participates in any offer or  
11228 disposition of any interest in, or the management or operation  
11229 of, a timeshare plan in violation of this chapter or relevant  
11230 rules involving fraud, deception, false pretenses,  
11231 misrepresentation, or false advertising or the disbursement,  
11232 concealment, or diversion of any funds or assets, which conduct  
11233 adversely affects the interests of a purchaser, and which person  
11234 directly or indirectly controls a regulated party or is a  
11235 general partner, officer, director, agent, or employee of such  
11236 regulated party, shall be jointly and severally liable under  
11237 this subsection with such regulated party, unless such person  
11238 did not know, and in the exercise of reasonable care could not  
11239 have known, of the existence of the facts giving rise to the  
11240 violation of this chapter. A right of contribution shall exist  
11241 among jointly and severally liable persons pursuant to this  
11242 paragraph.

11243 (b) The division may permit any person whose conduct or  
11244 actions may be under investigation to waive formal proceedings  
11245 and enter into a consent proceeding whereby an order, rule, or

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11246 letter of censure or warning, whether formal or informal, may be  
11247 entered against that person.

11248 (c) The division may issue an order requiring a regulated  
11249 party to cease and desist from an unlawful practice under this  
11250 chapter and take such affirmative action as in the judgment of  
11251 the division will carry out the purposes of this chapter.

11252 (d)1. The division may bring an action in circuit court for  
11253 declaratory or injunctive relief or for other appropriate  
11254 relief, including restitution.

11255 2. The division shall have broad authority and discretion  
11256 to petition the circuit court to appoint a receiver with respect  
11257 to any managing entity which fails to perform its duties and  
11258 obligations under this chapter with respect to the operation of  
11259 a timeshare plan. The circumstances giving rise to an  
11260 appropriate petition for receivership under this subparagraph  
11261 include, but are not limited to:

11262 a. Damage to or destruction of any of the accommodations or  
11263 facilities of a timeshare plan, where the managing entity has  
11264 failed to repair or reconstruct same.

11265 b. A breach of fiduciary duty by the managing entity,  
11266 including, but not limited to, undisclosed self-dealing or  
11267 failure to timely assess, collect, or disburse the common  
11268 expenses of the timeshare plan.

11269 c. Failure of the managing entity to operate the timeshare  
11270 plan in accordance with the timeshare instrument and this  
11271 chapter.

11272

11273 If, under the circumstances, it appears that the events giving  
11274 rise to the petition for receivership cannot be reasonably and

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11275 timely corrected in a cost-effective manner consistent with the  
11276 timeshare instrument, the receiver may petition the circuit  
11277 court to implement such amendments or revisions to the timeshare  
11278 instrument as may be necessary to enable the managing entity to  
11279 resume effective operation of the timeshare plan, or to enter an  
11280 order terminating the timeshare plan, or to enter such further  
11281 orders regarding the disposition of the timeshare property as  
11282 the court deems appropriate, including the disposition and sale  
11283 of the timeshare property held by the owners' association or the  
11284 purchasers. In the event of a receiver's sale, all rights,  
11285 title, and interest held by the owners' association or any  
11286 purchaser shall be extinguished and title shall vest in the  
11287 buyer. This provision applies to timeshare estates, personal  
11288 property timeshare interests, and timeshare licenses. All  
11289 reasonable costs and fees of the receiver relating to the  
11290 receivership shall become common expenses of the timeshare plan  
11291 upon order of the court.

11292 3. The division may revoke its approval of any filing for  
11293 any timeshare plan for which a petition for receivership has  
11294 been filed pursuant to this paragraph.

11295 (e)1. The division may impose a penalty against any  
11296 regulated party for a violation of this chapter or any rule  
11297 adopted thereunder. A penalty may be imposed on the basis of  
11298 each day of continuing violation, but in no event may the  
11299 penalty for any offense exceed \$10,000. All accounts collected  
11300 shall be deposited with the Chief Financial Officer to the  
11301 credit of the Division of Common Interest Communities Florida  
11302 ~~Condominiums, Timeshares, and Mobile Homes~~ Trust Fund.

11303 2.a. If a regulated party fails to pay a penalty, the

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11304 division shall thereupon issue an order directing that such  
11305 regulated party cease and desist from further operation until  
11306 such time as the penalty is paid; or the division may pursue  
11307 enforcement of the penalty in a court of competent jurisdiction.

11308       b. If an owners' association or managing entity fails to  
11309 pay a civil penalty, the division may pursue enforcement in a  
11310 court of competent jurisdiction.

11311       (f) In order to permit the regulated party an opportunity  
11312 to appeal such decision administratively or to seek relief in a  
11313 court of competent jurisdiction, the order imposing the penalty  
11314 or the cease and desist order shall not become effective until  
11315 20 days after the date of such order.

11316       (g) Any action commenced by the division shall be brought  
11317 in the county in which the division has its executive offices or  
11318 in the county where the violation occurred.

11319       (h) Notice to any regulated party shall be complete when  
11320 delivered by United States mail, return receipt requested, to  
11321 the party's address currently on file with the division or to  
11322 such other address at which the division is able to locate the  
11323 party. Every regulated party has an affirmative duty to notify  
11324 the division of any change of address at least 5 business days  
11325 prior to such change.

11326       (6) The division has authority to adopt rules pursuant to  
11327 ss. 120.536(1) and 120.54 to implement and enforce the  
11328 provisions of this chapter.

11329       (7) (a) The use of any unfair or deceptive act or practice  
11330 by any person in connection with the sales or other operations  
11331 of an exchange program or timeshare plan is a violation of this  
11332 chapter.

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11333 (b) Any violation of the Florida Deceptive and Unfair Trade  
11334 Practices Act, ss. 501.201 et seq., relating to the creation,  
11335 promotion, sale, operation, or management of any timeshare plan  
11336 shall also be a violation of this chapter.

11337 (c) The division may institute proceedings against any such  
11338 person and take any appropriate action authorized in this  
11339 section in connection therewith, notwithstanding any remedies  
11340 available to purchasers.

11341 (8) The failure of any person to comply with any order of  
11342 the division is a violation of this chapter.

11343 Section 128. Section 721.28, Florida Statutes, is amended  
11344 to read:

11345 721.28 Division of Common Interest Communities ~~Florida~~  
11346 ~~Condominiums, Timeshares, and Mobile Homes~~ Trust Fund.—All funds  
11347 collected by the division and any amounts paid as fees or  
11348 penalties under this chapter shall be deposited in the State  
11349 Treasury to the credit of the Division of Common Interest  
11350 Communities ~~Florida Condominiums, Timeshares, and Mobile Homes~~  
11351 Trust Fund created by s. 718.509.

11352 Section 129. Paragraph (c) of subsection (1) of section  
11353 721.301, Florida Statutes, is amended to read:

11354 721.301 Florida Timesharing, Vacation Club, and Hospitality  
11355 Program.—

11356 (1)

11357 (c) The director may designate funds from the Division of  
11358 Common Interest Communities ~~Florida Condominiums, Timeshares,~~  
11359 ~~and Mobile Homes~~ Trust Fund, not to exceed \$50,000 annually, to  
11360 support the projects and proposals undertaken pursuant to  
11361 paragraph (b). All state trust funds to be expended pursuant to

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11362 this section must be matched equally with private moneys and  
 11363 shall comprise no more than half of the total moneys expended  
 11364 annually.

11365 Section 130. Subsection (2) of section 721.82, Florida  
 11366 Statutes, is amended to read:

11367 721.82 Definitions.—As used in this part, the term:

11368 (2) "Assessment lien" means:

11369 (a) A lien for delinquent assessments as provided in ss.  
 11370 718.116, ~~719.108~~, and 721.16; or

11371 (b) A lien for unpaid ad valorem assessments, tax  
 11372 assessments, and special assessments as provided in s.  
 11373 192.037(8).

11374 Section 131. Paragraph (b) of subsection (2) of section  
 11375 721.855, Florida Statutes, is amended to read:

11376 721.855 Procedure for the trustee foreclosure of assessment  
 11377 liens.—The provisions of this section establish a trustee  
 11378 foreclosure procedure for assessment liens.

11379 (2) INITIATING THE USE OF A TRUSTEE FORECLOSURE PROCEDURE.—

11380 (b) Before initiating the trustee foreclosure procedure  
 11381 against any timeshare interest, a claim of lien against the  
 11382 timeshare interest shall be recorded under s. 721.16 or, if  
 11383 applicable, s. 718.116 ~~or s. 719.108~~, and the notice of the  
 11384 intent to file a lien shall be given under s. 718.121 for common  
 11385 interest communities ~~timeshare condominiums~~ and s. ~~719.108~~ ~~for~~  
 11386 ~~timeshare cooperatives~~.

11387 Section 132. Subsection (1) of section 721.86, Florida  
 11388 Statutes, is amended to read:

11389 721.86 Miscellaneous provisions.—

11390 (1) In the event of a conflict between the provisions of

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11391 this part and the other provisions of this chapter, chapter 702,  
11392 or other applicable law, the provisions of this part shall  
11393 prevail. The procedures in this part must be given effect in the  
11394 context of any foreclosure proceedings against timeshare  
11395 interests governed by this chapter, chapter 702, or chapter 718,  
11396 ~~or chapter 719.~~

11397 Section 133. Subsection (2) and paragraph (a) of subsection  
11398 (7) of section 723.003, Florida Statutes, are amended to read:

11399 723.003 Definitions.—As used in this chapter, the term:

11400 (2) "Division" means the Division of Common Interest  
11401 Communities ~~Florida Condominiums, Timeshares, and Mobile Homes~~  
11402 of the Department of Business and Professional Regulation.

11403 (7) (a) "Mediation" means a process whereby a mediator  
11404 appointed by the Division of Common Interest Communities ~~Florida~~  
11405 ~~Condominiums, Timeshares, and Mobile Homes~~, or mutually selected  
11406 by the parties, acts to encourage and facilitate the resolution  
11407 of a dispute. It is an informal and nonadversarial process with  
11408 the objective of helping the disputing parties reach a mutually  
11409 acceptable agreement.

11410 Section 134. Paragraph (e) of subsection (5) of section  
11411 723.006, Florida Statutes, is amended to read:

11412 723.006 Powers and duties of division.—In performing its  
11413 duties, the division has the following powers and duties:

11414 (5) Notwithstanding any remedies available to mobile home  
11415 owners, mobile home park owners, and homeowners' associations,  
11416 if the division has reasonable cause to believe that a violation  
11417 of any provision of this chapter or related rule has occurred,  
11418 the division may institute enforcement proceedings in its own  
11419 name against a developer, mobile home park owner, or homeowners'

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11420 association, or its assignee or agent, as follows:

11421 (e)1. The division may impose a civil penalty against a  
 11422 mobile home park owner or homeowners' association, or its  
 11423 assignee or agent, for any violation of this chapter, a properly  
 11424 adopted park rule or regulation, or a rule adopted pursuant  
 11425 hereto. A penalty may be imposed on the basis of each separate  
 11426 violation and, if the violation is a continuing one, for each  
 11427 day of continuing violation, but in no event may the penalty for  
 11428 each separate violation or for each day of continuing violation  
 11429 exceed \$5,000. All amounts collected shall be deposited with the  
 11430 Chief Financial Officer to the credit of the Division of Common  
 11431 Interest Communities ~~Florida Condominiums, Timeshares, and~~  
 11432 ~~Mobile Homes~~ Trust Fund.

11433 2. If a violator fails to pay the civil penalty, the  
 11434 division shall thereupon issue an order directing that such  
 11435 violator cease and desist from further violation until such time  
 11436 as the civil penalty is paid or may pursue enforcement of the  
 11437 penalty in a court of competent jurisdiction. If a homeowners'  
 11438 association fails to pay the civil penalty, the division shall  
 11439 thereupon pursue enforcement in a court of competent  
 11440 jurisdiction, and the order imposing the civil penalty or the  
 11441 cease and desist order shall not become effective until 20 days  
 11442 after the date of such order. Any action commenced by the  
 11443 division shall be brought in the county in which the division  
 11444 has its executive offices or in which the violation occurred.

11445 Section 135. Section 723.009, Florida Statutes, is amended  
 11446 to read:

11447 723.009 Division of Common Interest Communities ~~Florida~~  
 11448 ~~Condominiums, Timeshares, and Mobile Homes~~ Trust Fund.—All

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11449 proceeds from the fees, penalties, and fines imposed pursuant to  
 11450 this chapter shall be deposited into the Division of Common  
 11451 Interest Communities ~~Florida Condominiums, Timeshares, and~~  
 11452 ~~Mobile Homes~~ Trust Fund created by s. 718.509. Moneys in this  
 11453 fund, as appropriated by the Legislature pursuant to chapter  
 11454 216, may be used to defray the expenses incurred by the division  
 11455 in administering the provisions of this chapter.

11456 Section 136. Paragraph (c) of subsection (2) of section  
 11457 723.0611, Florida Statutes, is amended to read:

11458 723.0611 Florida Mobile Home Relocation Corporation.—

11459 (2)

11460 (c) The corporation shall, for purposes of s. 768.28, be  
 11461 considered an agency of the state. Agents or employees of the  
 11462 corporation, members of the board of directors of the  
 11463 corporation, or representatives of the Division of Common  
 11464 Interest Communities ~~Florida Condominiums, Timeshares, and~~  
 11465 ~~Mobile Homes~~ shall be considered officers, employees, or agents  
 11466 of the state, and actions against them and the corporation shall  
 11467 be governed by s. 768.28.

11468 Section 137. Section 723.073, Florida Statutes, is amended  
 11469 to read:

11470 723.073 Conveyance by the association.—

11471 (1) In the event that an association acquires a mobile home  
 11472 park and intends to reconvey a portion or portions of the  
 11473 property acquired to members of the association, the association  
 11474 shall record copies of its articles and bylaws and any  
 11475 additional covenants, restrictions, or declarations of servitude  
 11476 affecting the property with the clerk of the circuit court prior  
 11477 to the conveyance of any portion of the property to an

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11478 individual member of the association. To create a mobile home  
11479 cooperative after acquisition of the property, the association  
11480 shall record the cooperative documents, as required by chapter  
11481 718 ~~719~~, in the county where the property is located. The  
11482 effective date of the cooperative shall be the date of the  
11483 recording.

11484 (2) An association that acquires a mobile home park  
11485 pursuant to s. 723.071 is exempt from ~~s. 719.1035~~ and the  
11486 requirements of part VI of chapter 718 and ~~part VI of chapter~~  
11487 ~~719~~.

11488 Section 138. Subsection (1) of section 723.0751, Florida  
11489 Statutes, is amended to read:

11490 723.0751 Mobile home subdivision homeowners' association.—

11491 (1) In the event that no homeowners' association has been  
11492 created pursuant to chapter 718 ~~ss. 720.301-720.312~~ to operate a  
11493 mobile home subdivision, the owners of lots in such mobile home  
11494 subdivision shall be authorized to create a mobile home  
11495 subdivision homeowners' association in the manner prescribed in  
11496 ss. 723.075, 723.076, and 723.078 which shall have the powers  
11497 and duties, to the extent applicable, set forth in ss.  
11498 723.002(2) and 723.074.

11499 Section 139. Subsection (5) of section 723.078, Florida  
11500 Statutes, is amended to read:

11501 723.078 Bylaws of homeowners' associations.—

11502 (5) Upon purchase of the mobile home park, the association  
11503 organized under this chapter may convert to a condominium,  
11504 cooperative, or subdivision. The directors shall have the  
11505 authority to amend and restate the articles of incorporation and  
11506 bylaws in order to comply with the requirements of chapter 718~~7~~

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11507 ~~chapter 719,~~ or other applicable sections of the Florida  
11508 Statutes.

11509 Section 140. Subsection (12) of section 723.079, Florida  
11510 Statutes, is amended to read:

11511 723.079 Powers and duties of homeowners' association.—

11512 (12) For a period of 180 days after the date of a purchase  
11513 of a mobile home park by the association, the association shall  
11514 not be required to comply with the provisions of part V of  
11515 chapter 718, ~~part V of chapter 719, or part II of chapter 720,~~  
11516 as to mobile home owners or persons who have executed contracts  
11517 to purchase mobile homes in the park.

11518 Section 141. Section 723.0791, Florida Statutes, is amended  
11519 to read:

11520 723.0791 Mobile home cooperative homeowners' associations;  
11521 elections.—The provisions of s. 718.112 ~~719.106(1)(b)~~  
11522 notwithstanding, the election of board members in a mobile home  
11523 cooperative homeowners' association may be carried out in the  
11524 manner provided for in the bylaws of the association. A mobile  
11525 home cooperative is a residential cooperative consisting of real  
11526 property to which 10 or more mobile homes are located or are  
11527 affixed.

11528 Section 142. Section 723.1255, Florida Statutes, is amended  
11529 to read:

11530 723.1255 Alternative resolution of recall disputes.—The  
11531 Division of Common Interest Communities ~~Florida Condominiums,~~  
11532 ~~Timeshares, and Mobile Homes~~ of the Department of Business and  
11533 Professional Regulation shall adopt rules of procedure to govern  
11534 binding recall arbitration proceedings.

11535 Section 143. Subsections (3) and (6) of section 768.1325,

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11536 Florida Statutes, are amended to read:

11537       768.1325 Cardiac Arrest Survival Act; immunity from civil  
11538 liability.—

11539       (3) Notwithstanding any other provision of law to the  
11540 contrary, and except as provided in subsection (4), any person  
11541 who uses or attempts to use an automated external defibrillator  
11542 device on a victim of a perceived medical emergency, without  
11543 objection of the victim of the perceived medical emergency, is  
11544 immune from civil liability for any harm resulting from the use  
11545 or attempted use of such device. In addition, notwithstanding  
11546 any other provision of law to the contrary, and except as  
11547 provided in subsection (4), any person who acquired the device  
11548 and makes it available for use, including, but not limited to, a  
11549 community association organized under chapter 617, chapter 718,  
11550 ~~chapter 719, chapter 720,~~ chapter 721, or chapter 723, is immune  
11551 from such liability, if the harm was not due to the failure of  
11552 such person to:

11553       (a) Properly maintain and test the device; or

11554       (b) Provide appropriate training in the use of the device  
11555 to an employee or agent of the acquirer when the employee or  
11556 agent was the person who used the device on the victim, except  
11557 that such requirement of training does not apply if:

11558       1. The device is equipped with audible, visual, or written  
11559 instructions on its use, including any such visual or written  
11560 instructions posted on or adjacent to the device;

11561       2. The employee or agent was not an employee or agent who  
11562 would have been reasonably expected to use the device; or

11563       3. The period of time elapsing between the engagement of  
11564 the person as an employee or agent and the occurrence of the

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11565 harm, or between the acquisition of the device and the  
11566 occurrence of the harm in any case in which the device was  
11567 acquired after engagement of the employee or agent, was not a  
11568 reasonably sufficient period in which to provide the training.

11569 (6) An insurer may not require an acquirer of an automated  
11570 external defibrillator device which is a community association  
11571 organized under chapter 617, chapter 718, ~~chapter 719, chapter~~  
11572 ~~720,~~ chapter 721, or chapter 723 to purchase medical malpractice  
11573 liability coverage as a condition of issuing any other coverage  
11574 carried by the association, and an insurer may not exclude  
11575 damages resulting from the use of an automated external  
11576 defibrillator device from coverage under a general liability  
11577 policy issued to an association.

11578 Section 144. Subsection (5) of section 849.085, Florida  
11579 Statutes, is amended to read:

11580 849.085 Certain penny-ante games not crimes; restrictions.-

11581 (5) The conduct of any penny-ante game within the common  
11582 elements or common area of a common interest community  
11583 ~~condominium, cooperative, residential subdivision, or mobile~~  
11584 ~~home park~~ or the conduct of any penny-ante game within the  
11585 dwelling of an eligible organization as defined in subsection  
11586 (2) or within a publicly owned community center owned by a  
11587 municipality or county creates no civil liability for damages  
11588 arising from the penny-ante game on the part of a common  
11589 interest community condominium association, ~~cooperative~~  
11590 ~~association, a homeowners' association~~ as defined in s. 718.103  
11591 ~~s. 720.301, mobile home owners' association,~~ dwelling owner, or  
11592 municipality or county or on the part of a unit owner who was  
11593 not a participant in the game.

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11594 Section 145. Subsection (4) and paragraph (e) of subsection  
 11595 (11) of section 849.0931, Florida Statutes, are amended to read:  
 11596 849.0931 Bingo authorized; conditions for conduct;  
 11597 permitted uses of proceeds; limitations.—

11598 (4) The right of a condominium association, ~~a~~ cooperative  
 11599 association, ~~a~~ homeowners' association ~~as defined in s. 720.301,~~  
 11600 ~~a~~ mobile home owners' association, ~~a~~ group of residents of a  
 11601 mobile home park as defined in chapter 723, or ~~a~~ group of  
 11602 residents of a mobile home park or recreational vehicle park as  
 11603 defined in chapter 513 to conduct bingo is conditioned upon the  
 11604 return of the net proceeds from such games to players in the  
 11605 form of prizes after having deducted the actual business  
 11606 expenses for such games for articles designed for and essential  
 11607 to the operation, conduct, and playing of bingo. Any net  
 11608 proceeds remaining after paying prizes may be donated by the  
 11609 association to a charitable, nonprofit, or veterans'  
 11610 organization which is exempt from federal income tax under the  
 11611 provisions of s. 501(c) of the Internal Revenue Code to be used  
 11612 in such recipient organization's charitable, civic, community,  
 11613 benevolent, religious, or scholastic works or similar activities  
 11614 or, in the alternative, such remaining proceeds shall be used as  
 11615 specified in subsection (3).

11616 (11) Bingo games or instant bingo may be held only on the  
 11617 following premises:

11618 (e) With respect to bingo games conducted by a common  
 11619 interest community ~~condominium~~ association, ~~a~~ cooperative  
 11620 association, ~~a~~ homeowners' association ~~as defined in s. 720.301,~~  
 11621 ~~a~~ mobile home owners' association, ~~a~~ group of residents of a  
 11622 mobile home park as defined in chapter 723, or ~~a~~ group of

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11623 residents of a mobile home park or recreational vehicle park as  
11624 defined in chapter 513, property owned by the association,  
11625 property owned by the residents of the mobile home park or  
11626 recreational vehicle park, or property which is a common area  
11627 located within the condominium, mobile home park, or  
11628 recreational vehicle park.

11629 Section 146. This act shall take effect July 1, 2016.