

By Senator Passidomo

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1                   A bill to be entitled  
2           An act relating to estoppel certificates; amending ss.  
3           718.116, 719.108, and 720.30851, F.S.; revising  
4           requirements relating to the issuance of an estoppel  
5           certificate to specified persons; requiring a  
6           condominium, cooperative, or homeowners' association  
7           to designate a street or e-mail address on its website  
8           for estoppel certificate requests; specifying delivery  
9           requirements for an estoppel certificate; requiring  
10          that an estoppel certificate contain certain  
11          information; providing an effective period for an  
12          estoppel certificate based upon the date of issuance  
13          and form of delivery; providing that an association  
14          waives a specified claim against a person or such  
15          person's successors or assigns who in good faith rely  
16          on the estoppel certificate; prohibiting an  
17          association from charging a preparation and delivery  
18          fee or making certain claims if it fails to deliver an  
19          estoppel certificate within certain timeframes;  
20          revising fee requirements for preparing and delivering  
21          an estoppel certificate under various circumstances;  
22          authorizing the statement of moneys due to be  
23          delivered in one or more estoppel certificates under  
24          certain circumstances; providing limits on a total fee  
25          charged for the preparation and delivery of estoppel  
26          certificates; requiring the fee for an estoppel  
27          certificate to be paid from specified proceeds under  
28          certain circumstances; requiring that the authority to  
29          charge a fee for the estoppel certificate be  
30          established by a specified written resolution or  
31          provided by a written management, bookkeeping, or  
32          maintenance contract; deleting obsolete provisions;

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33 conforming provisions to changes made by the act;  
34 providing an effective date.  
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36 Be It Enacted by the Legislature of the State of Florida:  
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38 Section 1. Subsection (8) of section 718.116, Florida  
39 Statutes, is amended to read:

40 718.116 Assessments; liability; lien and priority;  
41 interest; collection.—

42 (8) Within 10 business ~~15~~ days after receiving a written or  
43 electronic request therefor from a unit owner or the unit  
44 owner's ~~his or her~~ designee, or a unit mortgagee or the unit  
45 mortgagee's ~~his or her~~ designee, the association shall issue the  
46 estoppel ~~provide a~~ certificate. Each association shall designate  
47 on its website a person or entity with a street or e-mail  
48 address for receipt of a request for an estoppel certificate  
49 issued pursuant to this section. The estoppel certificate must  
50 be provided by hand delivery, regular mail, or e-mail to the  
51 requestor on the date of issuance of the estoppel certificate  
52 ~~signed by an officer or agent of the association stating all~~  
53 ~~assessments and other moneys owed to the association by the unit~~  
54 ~~owner with respect to the condominium parcel.~~

55 (a) The estoppel certificate must contain all of the  
56 following information and must be substantially in the following  
57 form:

58 1. Date of issuance:....

59 2. Name of the unit owner(s):....

60 3. Unit designation and address:....

61 4. Parking or garage space number, if any:....

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5. Storage locker number, if any:....

6. Attorney's name and contact information if the account is delinquent and has been turned over to an attorney for collection. No fee may be charged for this information.

7. Fee for the preparation and delivery of the estoppel certificate:....

8. Name of the requestor:....

9. Assessment information and other information:

ASSESSMENT INFORMATION:

a. The regular periodic assessment levied against the unit is \$.... per ...(insert frequency of payment)....

b. The regular periodic assessment is paid through ...(insert date paid through)....

c. The next installment of the regular periodic assessment is due ...(insert due date)... in the amount of \$.....

d. An itemized list of all assessments, special assessments, and other moneys owed on the date of issuance to the association by the unit owner for a specific unit is provided.

e. An itemized list of any additional assessments, special assessments, and other moneys that are scheduled to become due for each day after the date of issuance for the effective period of the estoppel certificate is provided. In calculating the amounts that are scheduled to become due, the association may assume that any delinquent amounts will remain delinquent during the effective period of the estoppel certificate.

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91 f. Is there a capital contribution fee, resale fee,  
92 transfer fee, or other fee due? ... (Yes)... ... (No).... If yes,  
93 specify the type and the amount of the fee.

94 g. What is the amount, if any, of an association  
95 application fee?

96 h. Is there a credit balance on the current account?  
97 ... (Yes)... ... (No).... If yes, provide the following  
98 information:

99 Yes, a balance of \$.... will be transferred to the new  
100 owner account.

101 Yes, a balance of \$.... will be transferred to the seller  
102 by the association.

103 i. Is there any violation of rule or regulation noticed to  
104 the unit owner in the association official records? ... (Yes)...  
105 ... (No)....

106 j. Is approval by the board of directors of the association  
107 required for the transfer of the unit? ... (Yes)... ... (No)....

108 k. Do rules or regulations applicable to the unit provide  
109 for a right of first refusal in favor of the members or  
110 association? ... (Yes)... ... (No).... If yes, include applicable  
111 rules or regulations.

112 l. Provide a list of utilities provided to the unit which  
113 are included in the assessments paid to the association.

114 m. Provide a list of all recreational or land leases to the  
115 association affecting the unit.

116 n. Provide a list of, and contact information for, all  
117 other associations of which the unit is a member.

118 o. Provide a description of any pending or threatened  
119 litigation or administrative proceedings in which the

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120 association is a party or which otherwise affect the  
121 association.

122 p. Provide contact information for all insurance maintained  
123 by the association.

124 q. Provide the signature of an officer or authorized agent  
125 of the association.

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127 The association, at its option, may include additional  
128 information in the estoppel certificate ~~Any person other than~~  
129 ~~the owner who relies upon such certificate shall be protected~~  
130 ~~thereby.~~

131 (b) An estoppel certificate that is hand delivered or sent  
132 by electronic means has a 30-day effective period. An estoppel  
133 certificate that is sent by regular mail has a 35-day effective  
134 period. If additional information or a mistake related to the  
135 estoppel certificate becomes known to the association within the  
136 effective period, an amended estoppel certificate may be  
137 delivered and becomes effective if a sale or refinancing of the  
138 unit has not been completed during the effective period. A fee  
139 may not be charged for an amended estoppel certificate. An  
140 amended estoppel certificate must be delivered on the date of  
141 issuance, and a new 30-day or 35-day effective period begins on  
142 such date.

143 (c) An association waives the right to collect any moneys  
144 owed in excess of the amounts specified in the estoppel  
145 certificate from any person who in good faith relies upon the  
146 estoppel certificate and from the person's successors and  
147 assigns.

148 (d) If an association receives a request for an estoppel

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149 certificate from a unit owner or the unit owner's designee, or a  
150 unit mortgagee or the unit mortgagee's designee, and fails to  
151 deliver the estoppel certificate within 10 business days, a fee  
152 may not be charged for the preparation and delivery of that  
153 estoppel certificate. If the association fails to deliver the  
154 estoppel certificate within 15 business days, the association  
155 waives any claim, including a claim for a lien against the unit,  
156 against a purchaser and mortgagee of the unit who would have  
157 relied on the estoppel certificate, and the purchaser's and  
158 mortgagee's successors and assigns, for any amount that is owed  
159 to the association through the date of closing and that should  
160 have been shown on the estoppel certificate.

161 (e) ~~(b)~~ A summary proceeding pursuant to s. 51.011 may be  
162 brought to compel compliance with this subsection, and in any  
163 such action the prevailing party is entitled to recover  
164 reasonable attorney ~~attorney's~~ fees.

165 (f) ~~(e)~~ Notwithstanding any limitation on transfer fees  
166 contained in s. 718.112(2)(i), an ~~the~~ association or its  
167 authorized agent may charge a reasonable fee for the preparation  
168 and delivery of an estoppel certificate, which may not exceed  
169 \$200 if, on the date the certificate is issued, no delinquent  
170 amounts are owed to the association for the applicable unit. If  
171 an estoppel certificate is requested on an expedited basis and  
172 delivered within 3 business days after the request, the  
173 association may charge an additional fee of \$100. If a  
174 delinquent amount is owed to the association for the applicable  
175 unit, an additional fee for the estoppel certificate may not  
176 exceed \$200 ~~for the preparation of the certificate. The amount~~  
177 ~~of the fee must be included on the certificate.~~

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178 (g)1. If estoppel certificates for multiple units owned by  
179 the same owner are simultaneously requested from the same  
180 association and there are no past due monetary obligations owed  
181 to the association, the statement of moneys due for those units  
182 may be delivered in one or more estoppel certificates, and, even  
183 though the fee for each unit shall be computed as set forth in  
184 paragraph (f), the total fee that the association may charge for  
185 the preparation and delivery of the estoppel certificates may  
186 not exceed, in the aggregate:

187 a. For 25 or fewer units, \$750.

188 b. For 26 to 50 units, \$1,000.

189 c. For 51 to 100 units, \$1,500.

190 d. For more than 100 units, \$2,500.

191 2. If an estoppel certificate is requested in conjunction  
192 with the sale or refinancing of a unit, the fee for the  
193 preparation and delivery of the estoppel certificate shall be  
194 paid to the association from the closing or settlement proceeds.  
195 If the closing does not occur, the fee for the preparation and  
196 delivery of the estoppel certificate remains the obligation of  
197 the unit owner, and the association may collect the fee in the  
198 same manner as an assessment against the unit. An association  
199 may not require the payment of any other fee as a condition for  
200 the preparation or delivery of an estoppel certificate.

201 (h)~~(d)~~ The authority to charge a fee for the preparation  
202 and delivery of the estoppel certificate ~~must~~ shall be  
203 established by a written resolution adopted by the board or  
204 provided by a written management, bookkeeping, or maintenance  
205 contract and is payable upon the preparation of the certificate.  
206 If the certificate is requested in conjunction with the sale or

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207 ~~mortgage of a unit but the closing does not occur and no later~~  
208 ~~than 30 days after the closing date for which the certificate~~  
209 ~~was sought the preparer receives a written request, accompanied~~  
210 ~~by reasonable documentation, that the sale did not occur from a~~  
211 ~~payor that is not the unit owner, the fee shall be refunded to~~  
212 ~~that payor within 30 days after receipt of the request. The~~  
213 ~~refund is the obligation of the unit owner, and the association~~  
214 ~~may collect it from that owner in the same manner as an~~  
215 ~~assessment as provided in this section.~~

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

218 719.108 Rents and assessments; liability; lien and  
219 priority; interest; collection; cooperative ownership.—

220 (6) Within 10 business 15 days after receiving a written or  
221 electronic request for an estoppel certificate from a unit owner  
222 or the unit owner's designee, or a unit mortgagee or the unit  
223 mortgagee's designee, the association shall issue the estoppel  
224 certificate. Each association shall designate on its website a  
225 person or entity with a street or e-mail address for receipt of  
226 a request for an estoppel certificate issued pursuant to this  
227 section. The estoppel certificate must be provided by hand  
228 delivery, regular mail, or e-mail to the requestor on the date  
229 of issuance of the estoppel certificate.

230 (a) The estoppel certificate must contain all of the  
231 following information and must be substantially in the following  
232 form:

- 233 1. Date of issuance:....  
234 2. Name of the unit owner(s):....  
235 3. Unit designation and address:....



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- 236       4. Parking or garage space number, if any:....
- 237       5. Storage locker number, if any:....
- 238       6. Attorney's name and contact information if the account
- 239 is delinquent and has been turned over to an attorney for
- 240 collection. No fee may be charged for this information.
- 241       7. Fee for the preparation and delivery of the estoppel
- 242 certificate:....
- 243       8. Name of the requestor:....
- 244       9. Assessment information and other information:

ASSESSMENT INFORMATION:

- 247       a. The regular periodic assessment levied against the unit
- 248 is \$.... per ...(insert frequency of payment)....
- 249       b. The regular periodic assessment is paid through
- 250 ...(insert date paid through)....
- 251       c. The next installment of the regular periodic assessment
- 252 is due...(insert due date)... in the amount of \$.....
- 253       d. An itemized list of all assessments, special
- 254 assessments, and other moneys owed by the unit owner on the date
- 255 of issuance to the association for a specific unit is provided.
- 256       e. An itemized list of any additional assessments, special
- 257 assessments, and other moneys that are scheduled to become due
- 258 for each day after the date of issuance for the effective period
- 259 of the estoppel certificate is provided. In calculating the
- 260 amounts that are scheduled to become due, the association may
- 261 assume that any delinquent amounts will remain delinquent during
- 262 the effective period of the estoppel certificate.

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265 f. Is there a capital contribution fee, resale fee,  
266 transfer fee, or other fee due? ... (Yes)... ... (No).... If yes,  
267 specify the type and amount of the fee.

268 g. What is the amount, if any, of an association  
269 application fee?

270 h. Is there a credit balance on the current account?  
271 ... (Yes)... ... (No).... If yes, provide the following  
272 information:

273 Yes, a balance of \$.... will be transferred to the new  
274 owner account.

275 Yes, a balance of \$.... will be transferred to the seller  
276 by the association.

277 i. Is there any violation of rule or regulation noticed to  
278 the unit owner in the association official records? ... (Yes)...  
279 ... (No)....

280 j. Is approval by the board of directors of the association  
281 required for the transfer of the unit? ... Yes... ... (No)....

282 k. Do rules or regulations applicable to the unit provide  
283 for a right of first refusal in favor of the members or  
284 association? ... (Yes)... ... (No).... If yes, include applicable  
285 rules or regulations.

286 l. Provide a list of utilities provided to the unit which  
287 are included in the assessments paid to the association.

288 m. Provide a list of all recreational or land leases to the  
289 association affecting the unit.

290 n. Provide a list of, and contact information for, all  
291 other associations of which the unit is a member.

292 o. Provide a description of any pending or threatened  
293 litigation or administrative proceedings in which the

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294 association is a party or which otherwise affect the  
295 association.

296 p. Provide contact information for all insurance maintained  
297 by the association.

298 q. Provide the signature of an officer or authorized agent  
299 of the association.

300

301 The association, at its option, may include additional  
302 information in the estoppel certificate.

303 (b) An estoppel certificate that is hand delivered or sent  
304 by electronic means has a 30-day effective period. An estoppel  
305 certificate that is sent by regular mail has a 35-day effective  
306 period. If additional information or a mistake related to the  
307 estoppel certificate becomes known to the association within the  
308 effective period, an amended estoppel certificate may be  
309 delivered and becomes effective if a sale or refinancing of the  
310 unit has not been completed during the effective period. A fee  
311 may not be charged for an amended estoppel certificate. An  
312 amended estoppel certificate must be delivered on the date of  
313 issuance, and a new 30-day or 35-day effective period begins on  
314 such date.

315 (c) An association waives the right to collect any moneys  
316 owed in excess of the amounts specified in the estoppel  
317 certificate from any person who in good faith relies upon the  
318 estoppel certificate and from the person's successors and  
319 assigns.

320 (d) If an association receives a request for an estoppel  
321 certificate from a unit owner or the unit owner's designee, or a  
322 unit mortgagee or the unit mortgagee's designee, and fails to

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323 deliver the estoppel certificate within 10 business days, a fee  
324 may not be charged for the preparation and delivery of that  
325 estoppel certificate. If the association fails to deliver the  
326 estoppel certificate within 15 business days, the association  
327 waives any claim, including a claim for a lien against the unit,  
328 against a purchaser and mortgagee of the unit who would have  
329 relied on the estoppel certificate, and the purchaser's and  
330 mortgagee's successors and assigns, for any amount that is owed  
331 to the association through the date of closing and that should  
332 have been shown on the estoppel certificate.

333 (e) A summary proceeding pursuant to s. 51.011 may be  
334 brought to compel compliance with this subsection, and in any  
335 such action the prevailing party is entitled to recover  
336 reasonable attorney fees.

337 (f) Notwithstanding any limitation on transfer fees  
338 contained in s. 719.106(1)(i), an association or its authorized  
339 agent may charge a reasonable fee for the preparation and  
340 delivery of an estoppel certificate, which may not exceed \$200  
341 if, on the date the certificate is issued, no delinquent amounts  
342 are owed to the association for the applicable unit. If an  
343 estoppel certificate is requested on an expedited basis and  
344 delivered within 3 business days after the request, the  
345 association may charge an additional fee of \$100. If a  
346 delinquent amount is owed to the association for the applicable  
347 unit, an additional fee for the estoppel certificate may not  
348 exceed \$200.

349 (g)1. If estoppel certificates for multiple units owned by  
350 the same owner are simultaneously requested from the same  
351 association and there are no past due monetary obligations owed

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352 to the association, the statement of moneys due for those units  
353 may be delivered in one or more estoppel certificates, and, even  
354 though the fee for each unit shall be computed as set forth in  
355 paragraph (f), the total fee that the association may charge for  
356 the preparation and delivery of the estoppel certificates may  
357 not exceed, in the aggregate:

358 a. For 25 or fewer units, \$750.

359 b. For 26 to 50 units, \$1,000.

360 c. For 51 to 100 units, \$1,500.

361 d. For more than 100 units, \$2,500.

362 2. If an estoppel certificate is requested in conjunction  
363 with the sale or refinancing of a unit, the fee for the  
364 preparation and delivery of the estoppel certificate shall be  
365 paid to the association from the closing or settlement proceeds.  
366 If the closing does not occur, the fee for the preparation and  
367 delivery of the estoppel certificate remains the obligation of  
368 the unit owner, and the association may collect the fee in the  
369 same manner as an assessment against the unit. An association  
370 may not require the payment of any other fee as a condition for  
371 the preparation or delivery of an estoppel certificate.

372 (h) The authority to charge a fee for the preparation and  
373 delivery of the estoppel certificate must be established by a  
374 written resolution adopted by the board or provided by a written  
375 management, bookkeeping, or maintenance contract ~~by a unit owner~~  
376 or mortgagee, the association shall provide a certificate  
377 stating all assessments and other moneys owed to the association  
378 by the unit owner with respect to the cooperative parcel. Any  
379 person other than the unit owner who relies upon such  
380 certificate shall be protected thereby. Notwithstanding any

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381 ~~limitation on transfer fees contained in s. 719.106(1)(i), the~~  
382 ~~association or its authorized agent may charge a reasonable fee~~  
383 ~~for the preparation of the certificate.~~

384 Section 3. Section 720.30851, Florida Statutes, is amended  
385 to read:

386 720.30851 Estoppel certificates.—Within 10 business ~~15~~ days  
387 after receiving a written or electronic ~~the date on which a~~  
388 request for an estoppel certificate from a parcel owner or the  
389 parcel owner's designee, or a parcel mortgagee or the parcel  
390 mortgagee's designee, the association shall issue the estoppel  
391 certificate. Each association shall designate on its website a  
392 person or entity with a street or e-mail address for receipt of  
393 a request for an estoppel certificate issued pursuant to this  
394 section. The estoppel certificate must be provided by hand  
395 delivery, regular mail, or e-mail to the requestor on the date  
396 of issuance of the estoppel certificate.

397 (1) The estoppel certificate must contain all of the  
398 following information and must be substantially in the following  
399 form:

400 (a) Date of issuance:....

401 (b) Name of the parcel owner(s):....

402 (c) Parcel designation and address:....

403 (d) Parking or garage space number, if any:....

404 (e) Storage locker number, if any:....

405 (f) Attorney's name and contact information if the account  
406 is delinquent and has been turned over to an attorney for  
407 collection. No fee may be charged for this information.

408 (g) Fee for the preparation and delivery of the estoppel  
409 certificate:....

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410 (h) Name of the requestor:....

411 (i) Assessment information and other information:

412

413 ASSESSMENT INFORMATION:

414 1. The regular periodic assessment levied against the  
 415 parcel is \$.... per ...(insert frequency of payment)....

416 2. The regular periodic assessment is paid through  
 417 ...(insert date paid through)....

418 3. The next installment of the regular periodic assessment  
 419 is due ...(insert due date)... in the amount of \$.....

420 4. An itemized list of all assessments, special  
 421 assessments, and other moneys owed on the date of issuance to  
 422 the association by the parcel owner for a specific parcel is  
 423 provided.

424 5. An itemized list of any additional assessments, special  
 425 assessments, and other moneys that are scheduled to become due  
 426 for each day after the date of issuance for the effective period  
 427 of the estoppel certificate is provided. In calculating the  
 428 amounts that are scheduled to become due, the association may  
 429 assume that any delinquent amounts will remain delinquent during  
 430 the effective period of the estoppel certificate.

431

432 OTHER INFORMATION:

433 6. Is there a capital contribution fee, resale fee,  
 434 transfer fee, or other fee due? ...(Yes)... ...(No).... If yes,  
 435 specify the type and amount of the fee.

436 7. What is the amount, if any, of an association  
 437 application fee?

438 8. Is there a credit balance on the current account?

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439 ...(Yes)... ...(No).... If yes, provide the following  
440 information:

441 Yes, a balance of \$.... will be transferred to the new  
442 owner account.

443 Yes, a balance of \$.... will be transferred to the seller  
444 by the association.

445 9. Is there any violation of rule or regulation noticed to  
446 the parcel owner in the association official records?

447 ...(Yes)... ...(No)....

448 10. Is approval by the board of directors of the  
449 association required for the transfer of the parcel? ...(Yes)...  
450 ...(No)....

451 11. Do rules or regulations applicable to the parcel  
452 provide for a right of first refusal in favor of the members or  
453 association? ...(Yes)... ...(No).... If yes, include applicable  
454 rules or regulations.

455 12. Provide a list of utilities provided to the parcel  
456 which are included in the assessments paid to the association.

457 13. Provide a list of all recreational or land leases to  
458 the association affecting the parcel.

459 14. Provide a list of, and contact information for, all  
460 other associations of which the parcel is a member.

461 15. Provide a description of any pending or threatened  
462 litigation or administrative proceedings in which the  
463 association is a party or which otherwise affect the  
464 association.

465 16. Provide contact information for all insurance  
466 maintained by the association.

467 17. Provide the signature of an officer or authorized agent



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468 of the association.

469  
470 The association, at its option, may include additional  
471 information in the estoppel certificate.

472 (2) An estoppel certificate that is hand delivered or sent  
473 by electronic means has a 30-day effective period. An estoppel  
474 certificate that is sent by regular mail has a 35-day effective  
475 period. If additional information or a mistake related to the  
476 estoppel certificate becomes known to the association within the  
477 effective period, an amended estoppel certificate may be  
478 delivered and becomes effective if a sale or refinancing of the  
479 parcel has not been completed during the effective period. A fee  
480 may not be charged for an amended estoppel certificate. An  
481 amended estoppel certificate must be delivered on the date of  
482 issuance, and a new 30-day or 35-day effective period begins on  
483 such date.

484 (3) An association waives the right to collect any moneys  
485 owed in excess of the amounts specified in the estoppel  
486 certificate from any person who in good faith relies upon the  
487 estoppel certificate and from the person's successors and  
488 assigns.

489 (4) If an association receives a request for an estoppel  
490 certificate from a parcel owner or the parcel owner's designee,  
491 or a parcel mortgagee or the parcel mortgagee's designee, and  
492 fails to deliver an estoppel certificate within 10 business  
493 days, a fee may not be charged for the preparation and delivery  
494 of that estoppel certificate. If the association fails to  
495 deliver the estoppel certificate within 15 business days, the  
496 association waives any claim, including a claim for a lien

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497 against the parcel, against a purchaser and mortgagee of the  
498 parcel who would have relied on the estoppel certificate, and  
499 the purchaser's and mortgagee's successors and assigns, for any  
500 amount that is owed to the association through the date of  
501 closing and that should have been shown on the estoppel  
502 certificate ~~for an estoppel certificate is received from a~~  
503 ~~parcel owner or mortgagee, or his or her designee, the~~  
504 ~~association shall provide a certificate signed by an officer or~~  
505 ~~authorized agent of the association stating all assessments and~~  
506 ~~other moneys owed to the association by the parcel owner or~~  
507 ~~mortgagee with respect to the parcel. An association may charge~~  
508 ~~a fee for the preparation of such certificate, and the amount of~~  
509 ~~such fee must be stated on the certificate.~~

510 ~~(1) Any person other than a parcel owner who relies upon a~~  
511 ~~certificate receives the benefits and protection thereof.~~

512 ~~(5)(2)~~ (5) A summary proceeding pursuant to s. 51.011 may be  
513 brought to compel compliance with this section, and the  
514 prevailing party is entitled to recover reasonable attorney  
515 attorney's fees.

516 (6) An association or its authorized agent may charge a  
517 reasonable fee for the preparation and delivery of an estoppel  
518 certificate, which may not exceed \$200 if on the date the  
519 certificate is issued, no delinquent amounts are owed to the  
520 association for the applicable parcel. If an estoppel  
521 certificate is requested on an expedited basis and delivered  
522 within 3 business days after the request, the association may  
523 charge an additional fee of \$100. If a delinquent amount is owed  
524 to the association for the applicable parcel, an additional fee  
525 for the estoppel certificate may not exceed \$200.

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526 (7) (a) If estoppel certificates for multiple parcels owned  
527 by the same owner are simultaneously requested from the same  
528 association and there are no past due monetary obligations owed  
529 to the association, the statement of moneys due for those  
530 parcels may be delivered in one or more estoppel certificates,  
531 and, even though the fee for each parcel shall be computed as  
532 set forth in subsection (6), the total fee that the association  
533 may charge for the preparation and delivery of the estoppel  
534 certificates may not exceed, in the aggregate:

- 535 1. For 25 or fewer parcels, \$750.  
536 2. For 26 to 50 parcels, \$1,000.  
537 3. For 51 to 100 parcels, \$1,500.  
538 4. For more than 100 parcels, \$2,500.

539 (b) If an estoppel certificate is requested in conjunction  
540 with the sale or refinancing of a parcel, the fee for the  
541 preparation and delivery of the estoppel certificate shall be  
542 paid to the association from the closing or settlement proceeds.  
543 If the closing does not occur, the fee for the preparation and  
544 delivery of the estoppel certificate remains the obligation of  
545 the parcel owner, and the association may collect the fee in the  
546 same manner as an assessment against the parcel. An association  
547 may not require the payment of any other fee as a condition for  
548 the preparation or delivery of an estoppel certificate.

549 (8) ~~(3)~~ The authority to charge a fee for the preparation  
550 and delivery of the estoppel certificate ~~must~~ shall be  
551 established by a written resolution adopted by the board or  
552 provided by a written management, bookkeeping, or maintenance  
553 contract and is payable upon the preparation of the certificate.  
554 If the certificate is requested in conjunction with the sale or

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555 ~~mortgage of a parcel but the closing does not occur and no later~~  
556 ~~than 30 days after the closing date for which the certificate~~  
557 ~~was sought the preparer receives a written request, accompanied~~  
558 ~~by reasonable documentation, that the sale did not occur from a~~  
559 ~~payor that is not the parcel owner, the fee shall be refunded to~~  
560 ~~that payor within 30 days after receipt of the request. The~~  
561 ~~refund is the obligation of the parcel owner, and the~~  
562 ~~association may collect it from that owner in the same manner as~~  
563 ~~an assessment as provided in this section.~~

564 Section 4. This act shall take effect July 1, 2017.