

By the Committees on Judiciary; and Regulated Industries; and
Senator Passidomo

590-02444-17

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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; prohibiting an association from
14 charging a preparation and delivery fee or making
15 certain claims if it fails to deliver an estoppel
16 certificate within certain timeframes; revising fee
17 requirements for preparing and delivering an estoppel
18 certificate under various circumstances; authorizing
19 the statement of moneys due to be delivered in one or
20 more estoppel certificates under certain
21 circumstances; providing limits on a total fee charged
22 for the preparation and delivery of estoppel
23 certificates; requiring that the authority to charge a
24 fee for the preparation and delivery of estoppel
25 certificates be established by a specified written
26 resolution or provided by a certain type of contract;
27 providing that the right to reimbursement may not be
28 waived or modified by a contract or agreement;
29 requiring that the prevailing party in an action to

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30 enforce a right to reimbursement be awarded certain
31 damages, fees, and costs; conforming provisions to
32 changes made by the act; providing an effective date.
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34 Be It Enacted by the Legislature of the State of Florida:
35

36 Section 1. Subsection (8) of section 718.116, Florida
37 Statutes, is amended to read:

38 718.116 Assessments; liability; lien and priority;
39 interest; collection.—

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

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

56 1. Date of issuance:....

57 2. Name(s) of the unit owner(s) reflected in the books and
58 records of the association:....

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- 59 3. Unit designation and address:....
- 60 4. Parking or garage space number, if any:....
- 61 5. Storage locker number, if any:....
- 62 6. Attorney's name and contact information if the account
 63 is delinquent and has been turned over to an attorney for
 64 collection. No fee may be charged for this information.
- 65 7. Fee for the preparation and delivery of the estoppel
 66 certificate:....
- 67 8. Name of the requestor:....
- 68 9. Assessment information and other information:

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70 ASSESSMENT INFORMATION:

- 71 a. The regular periodic assessment levied against the unit
 72 is \$.... per ...(insert frequency of payment)....
- 73 b. The regular periodic assessment is paid through
 74 ...(insert date paid through)....
- 75 c. The next installment of the regular periodic assessment
 76 is due ...(insert due date)... in the amount of \$.....
- 77 d. An itemized list of all assessments, special
 78 assessments, and other moneys owed on the date of issuance to
 79 the association by the unit owner for a specific unit is
 80 provided.
- 81 e. An itemized list of any additional assessments, special
 82 assessments, and other moneys that are scheduled to become due
 83 for each day after the date of issuance for the effective period
 84 of the estoppel certificate is provided. In calculating the
 85 amounts that are scheduled to become due, the association may
 86 assume that any delinquent amounts will remain delinquent during
 87 the effective period of the estoppel certificate.

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116OTHER INFORMATION:

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

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

h. Is there a credit balance on the current account? ... (Yes)... ... (No)....

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

j. Do the rules and regulations of the association applicable to the unit require approval by the board of directors of the association for the transfer of the unit? ... (Yes)... ... (No).... If yes, has the board approved the transfer of the unit? ... (Yes)... ... (No)....

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

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

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

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

o. Provide a description of any litigation or administrative proceedings in which the association is a party.

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117 p. Provide contact information for all insurance maintained
118 by the association.

119 q. Provide the signature of an officer or authorized agent
120 of the association.

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

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

137 (c) An association waives the right to collect any moneys
138 owed in excess of the amounts specified in the estoppel
139 certificate from any person who in good faith relies upon the
140 estoppel certificate and from the person's successors and
141 assigns.

142 (d) If an association receives a request for an estoppel
143 certificate from a unit owner or the unit owner's designee, or a
144 unit mortgagee or the unit mortgagee's designee, and fails to
145 deliver the estoppel certificate within 10 business days, a fee

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146 may not be charged for the preparation and delivery of that
147 estoppel certificate.

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

152 (f)~~(e)~~ Notwithstanding any limitation on transfer fees
153 contained in s. 718.112(2)(i), an ~~the~~ association or its
154 authorized agent may charge a reasonable fee for the preparation
155 and delivery of an estoppel certificate, which may not exceed
156 \$200, if, on the date the certificate is issued, no delinquent
157 amounts are owed to the association for the applicable unit. If
158 an estoppel certificate is requested on an expedited basis and
159 delivered within 3 business days after the request, the
160 association may charge an additional fee of \$100. If a
161 delinquent amount is owed to the association for the applicable
162 unit, an additional fee for the estoppel certificate may not
163 exceed \$200 ~~for the preparation of the certificate. The amount~~
164 ~~of the fee must be included on the certificate.~~

165 (g) If estoppel certificates for multiple units owned by
166 the same owner are simultaneously requested from the same
167 association and there are no past due monetary obligations owed
168 to the association, the statement of moneys due for those units
169 may be delivered in one or more estoppel certificates, and, even
170 though the fee for each unit shall be computed as set forth in
171 paragraph (f), the total fee that the association may charge for
172 the preparation and delivery of the estoppel certificates may
173 not exceed, in the aggregate:

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

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

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

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

178 (h)-(d) The authority to charge a fee for the preparation
179 and delivery of the estoppel certificate must ~~shall~~ be
180 established by a written resolution adopted by the board or
181 provided by a written management, bookkeeping, or maintenance
182 contract and is payable upon the preparation of the certificate.
183 If the certificate is requested in conjunction with the sale or
184 mortgage of a unit but the closing does not occur and no later
185 than 30 days after the closing date for which the certificate
186 was sought the preparer receives a written request, accompanied
187 by reasonable documentation, that the sale did not occur from a
188 payor that is not the unit owner, the fee shall be refunded to
189 that payor within 30 days after receipt of the request. The
190 refund is the obligation of the unit owner, and the association
191 may collect it from that owner in the same manner as an
192 assessment as provided in this section. The right to
193 reimbursement may not be waived or modified by any contract or
194 agreement. The prevailing party in any action brought to enforce
195 a right of reimbursement shall be awarded damages and all
196 applicable attorney fees and costs.

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

199 719.108 Rents and assessments; liability; lien and
200 priority; interest; collection; cooperative ownership.—

201 (6) Within 10 business ~~15~~ days after receiving a written or
202 electronic request for an estoppel certificate from a unit owner
203 or the unit owner's designee, or a unit mortgagee or the unit

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204 mortgagee's designee, the association shall issue the estoppel
 205 certificate. Each association shall designate on its website a
 206 person or entity with a street or e-mail address for receipt of
 207 a request for an estoppel certificate issued pursuant to this
 208 section. The estoppel certificate must be provided by hand
 209 delivery, regular mail, or e-mail to the requestor on the date
 210 of issuance of the estoppel certificate.

211 (a) The estoppel certificate must contain all of the
 212 following information and must be substantially in the following
 213 form:

214 1. Date of issuance:....

215 2. Name(s) of the unit owner(s) reflected in the books and
 216 records of the association:....

217 3. Unit designation and address:....

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

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

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

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

225 8. Name of the requestor:....

226 9. Assessment information and other information:

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228 ASSESSMENT INFORMATION:

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

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

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

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

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

245

246 OTHER INFORMATION:

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

250 g. What is the amount, if any, of an association
251 application fee?

252 h. Is there a credit balance on the current account?
253 ... (Yes) ... (No) ...

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

257 j. Do the rules and regulations of the association
258 applicable to the unit require approval by the board of
259 directors of the association for the transfer of the unit?
260 ... Yes ... (No) ... If yes, has the board approved the
261 transfer of the unit? ... (Yes) ... (No) ...

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262 k. Do rules or regulations applicable to the unit provide
263 for a right of first refusal in favor of the members or
264 association? ... (Yes)... ... (No).... If yes, include applicable
265 rules or regulations.

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

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

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

272 o. Provide a description of any litigation or
273 administrative proceedings in which the association is a party.

274 p. Provide contact information for all insurance maintained
275 by the association.

276 q. Provide the signature of an officer or authorized agent
277 of the association.

278

279 The association, at its option, may include additional
280 information in the estoppel certificate.

281 (b) An estoppel certificate that is hand delivered or sent
282 by electronic means has a 30-day effective period. An estoppel
283 certificate that is sent by regular mail has a 35-day effective
284 period. If additional information or a mistake related to the
285 estoppel certificate becomes known to the association within the
286 effective period, an amended estoppel certificate may be
287 delivered and becomes effective if a sale or refinancing of the
288 unit has not been completed during the effective period. A fee
289 may not be charged for an amended estoppel certificate. An
290 amended estoppel certificate must be delivered on the date of

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291 issuance, and a new 30-day or 35-day effective period begins on
292 such date.

293 (c) An association waives the right to collect any moneys
294 owed in excess of the amounts specified in the estoppel
295 certificate from any person who in good faith relies upon the
296 estoppel certificate and from the person's successors and
297 assigns.

298 (d) If an association receives a request for an estoppel
299 certificate from a unit owner or the unit owner's designee, or a
300 unit mortgagee or the unit mortgagee's designee, and fails to
301 deliver the estoppel certificate within 10 business days, a fee
302 may not be charged for the preparation and delivery of that
303 estoppel certificate.

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

308 (f) Notwithstanding any limitation on transfer fees
309 contained in s. 719.106(1)(i), an association or its authorized
310 agent may charge a reasonable fee for the preparation and
311 delivery of an estoppel certificate, which may not exceed \$200
312 if, on the date the certificate is issued, no delinquent amounts
313 are owed to the association for the applicable unit. If an
314 estoppel certificate is requested on an expedited basis and
315 delivered within 3 business days after the request, the
316 association may charge an additional fee of \$100. If a
317 delinquent amount is owed to the association for the applicable
318 unit, an additional fee for the estoppel certificate may not
319 exceed \$200.

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320 (g) If estoppel certificates for multiple units owned by
321 the same owner are simultaneously requested from the same
322 association and there are no past due monetary obligations owed
323 to the association, the statement of moneys due for those units
324 may be delivered in one or more estoppel certificates, and, even
325 though the fee for each unit shall be computed as set forth in
326 paragraph (f), the total fee that the association may charge for
327 the preparation and delivery of the estoppel certificates may
328 not exceed, in the aggregate:

- 329 1. For 25 or fewer units, \$750.
330 2. For 26 to 50 units, \$1,000.
331 3. For 51 to 100 units, \$1,500.
332 4. For more than 100 units, \$2,500.

333 (h) The authority to charge a fee for the preparation and
334 delivery of the estoppel certificate must be established by a
335 written resolution adopted by the board or provided by a written
336 management, bookkeeping, or maintenance contract and is payable
337 upon the preparation of the certificate. If the certificate is
338 requested in conjunction with the sale or mortgage of a parcel
339 but the closing does not occur and no later than 30 days after
340 the closing date for which the certificate was sought the
341 preparer receives a written request, accompanied by reasonable
342 documentation, that the sale did not occur from a payor that is
343 not the parcel owner, the fee shall be refunded to that payor
344 within 30 days after receipt of the request. The refund is the
345 obligation of the parcel owner, and the association may collect
346 it from that owner in the same manner as an assessment as
347 provided in this section. The right to reimbursement may not be
348 waived or modified by any contract or agreement. The prevailing

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349 party in any action brought to enforce a right of reimbursement
350 shall be awarded damages and all applicable attorney fees and
351 costs by a unit owner or mortgagee, the association shall
352 provide a certificate stating all assessments and other moneys
353 owed to the association by the unit owner with respect to the
354 cooperative parcel. Any person other than the unit owner who
355 relies upon such certificate shall be protected thereby.
356 ~~Notwithstanding any limitation on transfer fees contained in s.~~
357 ~~719.106(1)(i), the association or its authorized agent may~~
358 ~~charge a reasonable fee for the preparation of the certificate.~~

359 Section 3. Section 720.30851, Florida Statutes, is amended
360 to read:

361 720.30851 Estoppel certificates.—Within 10 business 15 days
362 after receiving a written or electronic the date on which a
363 request for an estoppel certificate from a parcel owner or the
364 parcel owner's designee, or a parcel mortgagee or the parcel
365 mortgagee's designee, the association shall issue the estoppel
366 certificate. Each association shall designate on its website a
367 person or entity with a street or e-mail address for receipt of
368 a request for an estoppel certificate issued pursuant to this
369 section. The estoppel certificate must be provided by hand
370 delivery, regular mail, or e-mail to the requestor on the date
371 of issuance of the estoppel certificate.

372 (1) The estoppel certificate must contain all of the
373 following information and must be substantially in the following
374 form:

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

376 (b) Name(s) of the parcel owner(s) reflected in the books
377 and records of the association:....

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- 378 (c) Parcel designation and address:....
- 379 (d) Parking or garage space number, if any:....
- 380 (e) Storage locker number, if any:....
- 381 (f) Attorney's name and contact information if the account
 382 is delinquent and has been turned over to an attorney for
 383 collection. No fee may be charged for this information.
- 384 (g) Fee for the preparation and delivery of the estoppel
 385 certificate:....
- 386 (h) Name of the requestor:....
- 387 (i) Assessment information and other information:

ASSESSMENT INFORMATION:

- 390 1. The regular periodic assessment levied against the
 391 parcel is \$.... per ...(insert frequency of payment)....
- 392 2. The regular periodic assessment is paid through
 393 ...(insert date paid through)....
- 394 3. The next installment of the regular periodic assessment
 395 is due ...(insert due date)... in the amount of \$.....
- 396 4. An itemized list of all assessments, special
 397 assessments, and other moneys owed on the date of issuance to
 398 the association by the parcel owner for a specific parcel is
 399 provided.
- 400 5. An itemized list of any additional assessments, special
 401 assessments, and other moneys that are scheduled to become due
 402 for each day after the date of issuance for the effective period
 403 of the estoppel certificate is provided. In calculating the
 404 amounts that are scheduled to become due, the association may
 405 assume that any delinquent amounts will remain delinquent during
 406 the effective period of the estoppel certificate.

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435OTHER INFORMATION:

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

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

8. Is there a credit balance on the current account? ... (Yes) ... (No)

9. Is there any violation of rule or regulation noticed to the parcel owner in the association official records? ... (Yes) ... (No)

10. Do the rules and regulations of the association applicable to the parcel require approval by the board of directors of the association for the transfer of the parcel? ... (Yes) ... (No) If yes, has the board approved the transfer of the parcel? ... (Yes) ... (No)

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

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

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

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

15. Provide a description of any litigation or administrative proceedings in which the association is a party.

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436 16. Provide contact information for all insurance
437 maintained by the association.

438 17. Provide the signature of an officer or authorized agent
439 of the association.

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441 The association, at its option, may include additional
442 information in the estoppel certificate.

443 (2) An estoppel certificate that is hand delivered or sent
444 by electronic means has a 30-day effective period. An estoppel
445 certificate that is sent by regular mail has a 35-day effective
446 period. If additional information or a mistake related to the
447 estoppel certificate becomes known to the association within the
448 effective period, an amended estoppel certificate may be
449 delivered and becomes effective if a sale or refinancing of the
450 parcel has not been completed during the effective period. A fee
451 may not be charged for an amended estoppel certificate. An
452 amended estoppel certificate must be delivered on the date of
453 issuance, and a new 30-day or 35-day effective period begins on
454 such date.

455 (3) An association waives the right to collect any moneys
456 owed in excess of the amounts specified in the estoppel
457 certificate from any person who in good faith relies upon the
458 estoppel certificate and from the person's successors and
459 assigns.

460 (4) If an association receives a request for an estoppel
461 certificate from a parcel owner or the parcel owner's designee,
462 or a parcel mortgagee or the parcel mortgagee's designee, and
463 fails to deliver the estoppel certificate within 10 business
464 days, a fee may not be charged for the preparation and delivery

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465 ~~of that estoppel certificate for an estoppel certificate is~~
466 ~~received from a parcel owner or mortgagee, or his or her~~
467 ~~designee, the association shall provide a certificate signed by~~
468 ~~an officer or authorized agent of the association stating all~~
469 ~~assessments and other moneys owed to the association by the~~
470 ~~parcel owner or mortgagee with respect to the parcel. An~~
471 ~~association may charge a fee for the preparation of such~~
472 ~~certificate, and the amount of such fee must be stated on the~~
473 ~~certificate.~~

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

476 ~~(5)-(2)~~ A summary proceeding pursuant to s. 51.011 may be
477 brought to compel compliance with this section, and the
478 prevailing party is entitled to recover reasonable attorney
479 attorney's fees.

480 (6) An association or its authorized agent may charge a
481 reasonable fee for the preparation and delivery of an estoppel
482 certificate, which may not exceed \$200 if on the date the
483 certificate is issued, no delinquent amounts are owed to the
484 association for the applicable parcel. If an estoppel
485 certificate is requested on an expedited basis and delivered
486 within 3 business days after the request, the association may
487 charge an additional fee of \$100. If a delinquent amount is owed
488 to the association for the applicable parcel, an additional fee
489 for the estoppel certificate may not exceed \$200.

490 (7) If estoppel certificates for multiple parcels owned by
491 the same owner are simultaneously requested from the same
492 association and there are no past due monetary obligations owed
493 to the association, the statement of moneys due for those

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494 parcels may be delivered in one or more estoppel certificates,
495 and, even though the fee for each parcel shall be computed as
496 set forth in subsection (6), the total fee that the association
497 may charge for the preparation and delivery of the estoppel
498 certificates may not exceed, in the aggregate:

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

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

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

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

503 (8)~~(3)~~ The authority to charge a fee for the preparation
504 and delivery of the estoppel certificate ~~must~~ shall be
505 established by a written resolution adopted by the board or
506 provided by a written management, bookkeeping, or maintenance
507 contract and is payable upon the preparation of the certificate.
508 If the certificate is requested in conjunction with the sale or
509 mortgage of a parcel but the closing does not occur and no later
510 than 30 days after the closing date for which the certificate
511 was sought the preparer receives a written request, accompanied
512 by reasonable documentation, that the sale did not occur from a
513 payor that is not the parcel owner, the fee shall be refunded to
514 that payor within 30 days after receipt of the request. The
515 refund is the obligation of the parcel owner, and the
516 association may collect it from that owner in the same manner as
517 an assessment as provided in this section. The right to
518 reimbursement may not be waived or modified by any contract or
519 agreement. The prevailing party in any action brought to enforce
520 a right of reimbursement shall be awarded damages and all
521 applicable attorney fees and costs.

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