

Amendment No. 1

COMMITTEE/SUBCOMMITTEE ACTION

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WITHDRAWN	_____	(Y/N)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

---

1 Committee/Subcommittee hearing bill: Careers & Competition  
 2 Subcommittee

3 Representative Donalds offered the following:

4  
 5 **Amendment (with title amendment)**

6 Remove everything after the enacting clause and insert:

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

9 718.116 Assessments; liability; lien and priority;  
 10 interest; collection.-

11 (8) Within 10 business ~~15~~ days after receiving a written  
 12 or electronic request therefor from a unit owner or the unit  
 13 owner's ~~his or her~~ designee, or a unit mortgagee or the unit  
 14 mortgagee's ~~his or her~~ designee, the association shall issue the  
 15 estoppel ~~provide a~~ certificate. Each association shall designate  
 16 on its website a person or entity with a street or e-mail

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17 address for receipt of a request for an estoppel certificate  
18 issued pursuant to this section. The estoppel certificate must  
19 be provided by hand delivery, regular mail, or e-mail to the  
20 requestor on the date of issuance of the estoppel certificate  
21 ~~signed by an officer or agent of the association stating all~~  
22 ~~assessments and other moneys owed to the association by the unit~~  
23 ~~owner with respect to the condominium parcel.~~

24 (a) The estoppel certificate must contain all of the  
25 following information and must be substantially in the following  
26 form:

27 1. Date of issuance:....

28 2. Name(s) of the unit owner(s) as reflected in the books  
29 and records of the association:....

30 3. Unit designation and address:....

31 4. Parking or garage space number, as reflected in the  
32 books and records of the association:....

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

36 6. Fee for the preparation and delivery of the estoppel  
37 certificate:....

38 7. Name of the requestor:....

39 8. Assessment information and other information:  
40

41 ASSESSMENT INFORMATION:

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

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

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

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

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

60 OTHER INFORMATION:

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

64 g. Is there any open violation of rule or regulation  
65 noticed to the unit owner in the association official records?  
66 ...(Yes)... ...(No)....

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

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

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

78 k. Provide contact information for all insurance  
79 maintained by the association.

80 l. Provide the signature of an officer or authorized agent  
81 of the association.

82  
83 The association, at its option, may include additional  
84 information in the estoppel ~~Any person other than the owner who~~  
85 ~~relies upon such certificate shall be protected thereby.~~

86 (b) An estoppel certificate that is hand delivered or sent  
87 by electronic means has a 30-day effective period. An estoppel  
88 certificate that is sent by regular mail has a 35-day effective  
89 period. If additional information or a mistake related to the  
90 estoppel certificate becomes known to the association within the  
91 effective period, an amended estoppel certificate may be

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92 delivered and becomes effective if a sale or refinancing of the  
93 unit has not been completed during the effective period. A fee  
94 may not be charged for an amended estoppel certificate. An  
95 amended estoppel certificate must be delivered on the date of  
96 issuance, and a new 30-day or 35-day effective period begins on  
97 such date.

98 (c) An association waives the right to collect any moneys  
99 owed in excess of the amounts specified in the estoppel  
100 certificate from any person who in good faith relies upon the  
101 estoppel certificate and from the person's successors and  
102 assigns.

103 (d) If an association receives a request for an estoppel  
104 certificate from a unit owner or the unit owner's designee, or a  
105 unit mortgagee or the unit mortgagee's designee, and fails to  
106 deliver the estoppel certificate within 10 business days, a fee  
107 may not be charged for the preparation and delivery of that  
108 estoppel certificate.

109 (e)-(b) A summary proceeding pursuant to s. 51.011 may be  
110 brought to compel compliance with this subsection, and in any  
111 such action the prevailing party is entitled to recover  
112 reasonable attorney attorney's fees.

113 (f)-(e) Notwithstanding any limitation on transfer fees  
114 contained in s. 718.112(2)(i), an the association or its  
115 authorized agent may charge a reasonable fee for the preparation  
116 and delivery of an estoppel certificate, which may not exceed

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117 \$250, if, on the date the certificate is issued, no delinquent  
118 amounts are owed to the association for the applicable unit. If  
119 an estoppel certificate is requested on an expedited basis and  
120 delivered within 3 business days after the request, the  
121 association may charge an additional fee of \$100. If a  
122 delinquent amount is owed to the association for the applicable  
123 unit, an additional fee for the estoppel certificate may not  
124 exceed \$150 for the preparation of the certificate. The amount  
125 of the fee must be included on the certificate.

126 (g) If estoppel certificates for multiple units owned by  
127 the same owner are simultaneously requested from the same  
128 association and there are no past due monetary obligations owed  
129 to the association, the statement of moneys due for those units  
130 may be delivered in one or more estoppel certificates, and, even  
131 though the fee for each unit shall be computed as set forth in  
132 paragraph (f), the total fee that the association may charge for  
133 the preparation and delivery of the estoppel certificates may  
134 not exceed, in the aggregate:

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

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

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

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

139 (h) ~~(d)~~ The authority to charge a fee for the preparation  
140 and delivery of the estoppel certificate ~~shall~~ must be  
141 established by a written resolution adopted by the board or

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142 provided by a written management, bookkeeping, or maintenance  
143 contract and is payable upon the preparation of the certificate.  
144 If the certificate is requested in conjunction with the sale or  
145 mortgage of a unit but the closing does not occur and no later  
146 than 30 days after the closing date for which the certificate  
147 was sought the preparer receives a written request, accompanied  
148 by reasonable documentation, that the sale did not occur from a  
149 payor that is not the unit owner, the fee shall be refunded to  
150 that payor within 30 days after receipt of the request. The  
151 refund is the obligation of the unit owner, and the association  
152 may collect it from that owner in the same manner as an  
153 assessment as provided in this section. The right to  
154 reimbursement may not be waived or modified by any contract or  
155 agreement. The prevailing party in any action brought to enforce  
156 a right of reimbursement shall be awarded damages and all  
157 applicable attorney fees and costs.

158 (i) The fees specified in this subsection shall be  
159 adjusted every 5 years in an amount equal to the total of the  
160 annual increases for that 5-year period in the Consumer Price  
161 Index for All Urban Consumers, U.S. City Average, All Items. The  
162 Department of Business and Professional Regulation shall  
163 periodically calculate the fees, rounded to the nearest dollar,  
164 and publish the amounts, as adjusted, on its website.

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

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167 719.108 Rents and assessments; liability; lien and  
168 priority; interest; collection; cooperative ownership.—

169 (6) Within 10 business ~~15~~ days after receiving a written  
170 or electronic request for an estoppel certificate from a unit  
171 owner or the unit owner's designee, or a unit mortgagee or the  
172 unit mortgagee's designee, the association shall issue the  
173 estoppel certificate. Each association shall designate on its  
174 website a person or entity with a street or e-mail address for  
175 receipt of a request for an estoppel certificate issued pursuant  
176 to this section. The estoppel certificate must be provided by  
177 hand delivery, regular mail, or e-mail to the requestor on the  
178 date of issuance of the estoppel certificate.

179 (a) The estoppel certificate must contain all of the  
180 following information and must be substantially in the following  
181 form:

182 1. Date of issuance:....

183 2. Name(s) of the unit owner(s) as reflected in the books  
184 and records of the association:....

185 3. Unit designation and address:....

186 4. Parking or garage space number, as reflected in the  
187 books and records of the association:....

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

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191 6. Fee for the preparation and delivery of the estoppel  
192 certificate:....

193 7. Name of the requestor:....

194 8. Assessment information and other information:

195  
196 ASSESSMENT INFORMATION:

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

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

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

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

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

213  
214 OTHER INFORMATION:

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

218 g. Is there any open violation of rule or regulation  
219 noticed to the unit owner in the association official records?  
220 ... (Yes)... ... (No)....

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

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

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

232 k. Provide contact information for all insurance  
233 maintained by the association.

234 l. Provide the signature of an officer or authorized agent  
235 of the association.

236  
237 The association, at its option, may include additional  
238 information in the estoppel certificate.

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239 (b) An estoppel certificate that is hand delivered or sent  
240 by electronic means has a 30-day effective period. An estoppel  
241 certificate that is sent by regular mail has a 35-day effective  
242 period. If additional information or a mistake related to the  
243 estoppel certificate becomes known to the association within the  
244 effective period, an amended estoppel certificate may be  
245 delivered and becomes effective if a sale or refinancing of the  
246 unit has not been completed during the effective period. A fee  
247 may not be charged for an amended estoppel certificate. An  
248 amended estoppel certificate must be delivered on the date of  
249 issuance, and a new 30-day or 35-day effective period begins on  
250 such date.

251 (c) An association waives the right to collect any moneys  
252 owed in excess of the amounts specified in the estoppel  
253 certificate from any person who in good faith relies upon the  
254 estoppel certificate and from the person's successors and  
255 assigns.

256 (d) If an association receives a request for an estoppel  
257 certificate from a unit owner or the unit owner's designee, or a  
258 unit mortgagee or the unit mortgagee's designee, and fails to  
259 deliver the estoppel certificate within 10 business days, a fee  
260 may not be charged for the preparation and delivery of that  
261 estoppel certificate.

262 (e) A summary proceeding pursuant to s. 51.011 may be  
263 brought to compel compliance with this subsection, and in any

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264 such action the prevailing party is entitled to recover  
265 reasonable attorney fees.

266 (f) Notwithstanding any limitation on transfer fees  
267 contained in s. 719.106(1)(i), an association or its authorized  
268 agent may charge a reasonable fee for the preparation and  
269 delivery of an estoppel certificate, which may not exceed \$250  
270 if, on the date the certificate is issued, no delinquent amounts  
271 are owed to the association for the applicable unit. If an  
272 estoppel certificate is requested on an expedited basis and  
273 delivered within 3 business days after the request, the  
274 association may charge an additional fee of \$100. If a  
275 delinquent amount is owed to the association for the applicable  
276 unit, an additional fee for the estoppel certificate may not  
277 exceed \$150.

278 (g) If estoppel certificates for multiple units owned by  
279 the same owner are simultaneously requested from the same  
280 association and there are no past due monetary obligations owed  
281 to the association, the statement of moneys due for those units  
282 may be delivered in one or more estoppel certificates, and, even  
283 though the fee for each unit shall be computed as set forth in  
284 paragraph (f), the total fee that the association may charge for  
285 the preparation and delivery of the estoppel certificates may  
286 not exceed, in the aggregate:

- 287 1. For 25 or fewer units, \$750.  
288 2. For 26 to 50 units, \$1,000.

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

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

291 (h) The authority to charge a fee for the preparation and  
292 delivery of the estoppel certificate must be established by a  
293 written resolution adopted by the board or provided by a written  
294 management, bookkeeping, or maintenance contract and is payable  
295 upon the preparation of the certificate. If the certificate is  
296 requested in conjunction with the sale or mortgage of a parcel  
297 but the closing does not occur and no later than 30 days after  
298 the closing date for which the certificate was sought the  
299 preparer receives a written request, accompanied by reasonable  
300 documentation, that the sale did not occur from a payor that is  
301 not the parcel owner, the fee shall be refunded to that payor  
302 within 30 days after receipt of the request. The refund is the  
303 obligation of the parcel owner, and the association may collect  
304 it from that owner in the same manner as an assessment as  
305 provided in this section. The right to reimbursement may not be  
306 waived or modified by any contract or agreement. The prevailing  
307 party in any action brought to enforce a right of reimbursement  
308 shall be awarded damages and all applicable attorney fees and  
309 costs.

310 (i) The fees specified in this subsection shall be  
311 adjusted every 5 years in an amount equal to the total of the  
312 annual increases for that 5-year period in the Consumer Price  
313 Index for All Urban Consumers, U.S. City Average, All Items. The

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314 Department of Business and Professional Regulation shall  
315 periodically calculate the fees, rounded to the nearest dollar,  
316 and publish the amounts, as adjusted, on its website ~~by a unit~~  
317 ~~owner or mortgagee, the association shall provide a certificate~~  
318 ~~stating all assessments and other moneys owed to the association~~  
319 ~~by the unit owner with respect to the cooperative parcel. Any~~  
320 ~~person other than the unit owner who relies upon such~~  
321 ~~certificate shall be protected thereby. Notwithstanding any~~  
322 ~~limitation on transfer fees contained in s. 719.106(1)(i), the~~  
323 ~~association or its authorized agent may charge a reasonable fee~~  
324 ~~for the preparation of the certificate.~~

325 Section 3. Section 720.30851, Florida Statutes, is amended  
326 to read:

327 720.30851 Estoppel certificates.—Within 10 business ~~15~~  
328 ~~days after receiving a written or electronic the date on which a~~  
329 ~~request for an estoppel certificate from a parcel owner or the~~  
330 ~~parcel owner's designee, or a parcel mortgagee or the parcel~~  
331 ~~mortgagee's designee, the association shall issue the estoppel~~  
332 ~~certificate. Each association shall designate on its website a~~  
333 ~~person or entity with a street or e-mail address for receipt of~~  
334 ~~a request for an estoppel certificate issued pursuant to this~~  
335 ~~section. The estoppel certificate must be provided by hand~~  
336 ~~delivery, regular mail, or e-mail to the requestor on the date~~  
337 ~~of issuance of the estoppel certificate.~~

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338 (1) The estoppel certificate must contain all of the  
339 following information and must be substantially in the following  
340 form:

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

342 (b) Name(s) of the parcel owner(s) as reflected in the  
343 books and records of the association:....

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

345 (d) Parking or garage space number, as reflected in the  
346 books and records of the association:....

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

350 (f) Fee for the preparation and delivery of the estoppel  
351 certificate:....

352 (g) Name of the requestor:....

353 (h) Assessment information and other information:

354

355 ASSESSMENT INFORMATION:

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

358 2. The regular periodic assessment is paid through  
359 ...(insert date paid through)....

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

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362 4. An itemized list of all assessments, special  
363 assessments, and other moneys owed on the date of issuance to  
364 the association by the parcel owner for a specific parcel is  
365 provided.

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

373  
374 OTHER INFORMATION:

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

378 7. Is there any open violation of rule or regulation  
379 noticed to the parcel owner in the association official records?  
380 ... (Yes) ... (No) ....

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



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

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

392 1 1. Provide contact information for all insurance  
393 maintained by the association.

394 12. Provide the signature of an officer or authorized  
395 agent of the association.

396  
397 The association, at its option, may include additional  
398 information in the estoppel certificate.

399 (2) An estoppel certificate that is hand delivered or sent  
400 by electronic means has a 30-day effective period. An estoppel  
401 certificate that is sent by regular mail has a 35-day effective  
402 period. If additional information or a mistake related to the  
403 estoppel certificate becomes known to the association within the  
404 effective period, an amended estoppel certificate may be  
405 delivered and becomes effective if a sale or refinancing of the  
406 parcel has not been completed during the effective period. A fee  
407 may not be charged for an amended estoppel certificate. An  
408 amended estoppel certificate must be delivered on the date of  
409 issuance, and a new 30-day or 35-day effective period begins on  
410 such date.

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411 (3) An association waives the right to collect any moneys  
412 owed in excess of the amounts specified in the estoppel  
413 certificate from any person who in good faith relies upon the  
414 estoppel certificate and from the person's successors and  
415 assigns.

416 (4) If an association receives a request for an estoppel  
417 certificate from a parcel owner or the parcel owner's designee,  
418 or a parcel mortgagee or the parcel mortgagee's designee, and  
419 fails to deliver the estoppel certificate within 10 business  
420 days, a fee may not be charged for the preparation and delivery  
421 of that estoppel certificate ~~for an estoppel certificate is~~  
422 ~~received from a parcel owner or mortgagee, or his or her~~  
423 ~~designee, the association shall provide a certificate signed by~~  
424 ~~an officer or authorized agent of the association stating all~~  
425 ~~assessments and other moneys owed to the association by the~~  
426 ~~parcel owner or mortgagee with respect to the parcel. An~~  
427 ~~association may charge a fee for the preparation of such~~  
428 ~~certificate, and the amount of such fee must be stated on the~~  
429 ~~certificate.~~

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

432 (5) ~~(2)~~ A summary proceeding pursuant to s. 51.011 may be  
433 brought to compel compliance with this section, and the  
434 prevailing party is entitled to recover reasonable attorney  
435 attorney's fees.

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436       (6) An association or its authorized agent may charge a  
437 reasonable fee for the preparation and delivery of an estoppel  
438 certificate, which may not exceed \$250, if, on the date the  
439 certificate is issued, no delinquent amounts are owed to the  
440 association for the applicable parcel. If an estoppel  
441 certificate is requested on an expedited basis and delivered  
442 within 3 business days after the request, the association may  
443 charge an additional fee of \$100. If a delinquent amount is owed  
444 to the association for the applicable parcel, an additional fee  
445 for the estoppel certificate may not exceed \$150.

446       (7) If estoppel certificates for multiple parcels owned by  
447 the same owner are simultaneously requested from the same  
448 association and there are no past due monetary obligations owed  
449 to the association, the statement of moneys due for those  
450 parcels may be delivered in one or more estoppel certificates,  
451 and, even though the fee for each parcel shall be computed as  
452 set forth in subsection (6), the total fee that the association  
453 may charge for the preparation and delivery of the estoppel  
454 certificates may not exceed, in the aggregate:

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

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

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

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

459       (8)-(3) The authority to charge a fee for the preparation  
460 and delivery of the estoppel certificate ~~must~~ shall be

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461 established by a written resolution adopted by the board or  
462 provided by a written management, bookkeeping, or maintenance  
463 contract and is payable upon the preparation of the certificate.  
464 If the certificate is requested in conjunction with the sale or  
465 mortgage of a parcel but the closing does not occur and no later  
466 than 30 days after the closing date for which the certificate  
467 was sought the preparer receives a written request, accompanied  
468 by reasonable documentation, that the sale did not occur from a  
469 payor that is not the parcel owner, the fee shall be refunded to  
470 that payor within 30 days after receipt of the request. The  
471 refund is the obligation of the parcel owner, and the  
472 association may collect it from that owner in the same manner as  
473 an assessment as provided in this section. The right to  
474 reimbursement may not be waived or modified by any contract or  
475 agreement. The prevailing party in any action brought to enforce  
476 a right of reimbursement shall be awarded damages and all  
477 applicable attorney fees and costs.

478 (9) The fees specified in this section shall be adjusted  
479 every 5 years in an amount equal to the total of the annual  
480 increases for that 5-year period in the Consumer Price Index for  
481 All Urban Consumers, U.S. City Average, All Items. The  
482 Department of Business and Professional Regulation shall  
483 periodically calculate the fees, rounded to the nearest dollar,  
484 and publish the amounts, as adjusted, on its website.

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

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**T I T L E   A M E N D M E N T**  
Remove everything before the enacting clause and insert:  
A bill to be entitled  
An act relating to estoppel certificates; amending ss.  
718.116, 719.108, and 720.30851, F.S.; revising  
requirements relating to the issuance of an estoppel  
certificate to specified persons; requiring a  
condominium, cooperative, or homeowners' association  
to designate a street or e-mail address on its website  
for estoppel certificate requests; specifying delivery  
requirements for an estoppel certificate; requiring  
that an estoppel certificate contain certain  
information; providing an effective period for an  
estoppel certificate based upon the date of issuance  
and form of delivery; prohibiting an association from  
charging a preparation and delivery fee or making  
certain claims if it fails to deliver an estoppel  
certificate within certain timeframes; revising fee  
requirements for preparing and delivering an estoppel  
certificate under various circumstances; authorizing  
the statement of moneys due to be delivered in one or  
more estoppel certificates under certain  
circumstances; providing limits on a total fee charged

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511 for the preparation and delivery of estoppel  
512 certificates; requiring that the authority to charge a  
513 fee for the preparation and delivery of estoppel  
514 certificates be established by a specified written  
515 resolution or provided by a certain type of contract;  
516 providing that the right to reimbursement may not be  
517 waived or modified by a contract or agreement;  
518 requiring that the prevailing party in an action to  
519 enforce a right to reimbursement be awarded certain  
520 damages, fees, and costs; requiring that certain fees  
521 be adjusted every certain number of years using a  
522 specified price index; requiring the Department of  
523 Business and Professional Regulation to periodically  
524 calculate the fees and publish the amounts on its  
525 website, subject to certain requirements; conforming  
526 provisions to changes made by the act; providing an  
527 effective date.  
528