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LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
03/04/2021	.	
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The Committee on Community Affairs (Rodriguez) recommended the following:

**Senate Amendment (with title amendment)**

Delete lines 296 - 917

and insert:

(4) (a) If an association sends out an invoice for assessments or a unit's statement of the account described in s. 718.111(12), the invoice for assessments or the unit's statement of account must be delivered to the unit owner by first-class United States mail or by electronic transmission to the unit owner's e-mail address maintained in the association's official



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11 records.

12 (b) Before changing the method of delivery for an invoice  
13 for assessments or the statement of the account, the association  
14 must deliver a written notice of such change to each unit owner.  
15 The written notice must be delivered to the unit owner at least  
16 30 days before the association sends the invoice for assessments  
17 or the statement of the account by the new delivery method. The  
18 notice must be sent by first-class United States mail to the  
19 unit owner at his or her last address as reflected in the  
20 association's records and, if such address is not the unit  
21 address, must be sent by first-class United States mail to the  
22 unit address. Notice is deemed to have been delivered upon  
23 mailing as required by this paragraph.

24 (c) A unit owner must affirmatively acknowledge his or her  
25 understanding that the association will change its method of  
26 delivery of the invoice for assessments or the unit's statement  
27 of the account before the association may change the method of  
28 delivering the statement of the account. The unit owner may make  
29 the affirmative acknowledgment electronically or in writing.

30 (5) An association may not require payment of attorney fees  
31 related to a past due assessment without first delivering a  
32 written notice of late assessment to the unit owner which  
33 specifies the amount owed the association and provides the unit  
34 owner an opportunity to pay the amount owed without the  
35 assessment of attorney fees. The notice of late assessment must  
36 be sent by first-class United States mail to the unit owner at  
37 his or her last address as reflected in the association's  
38 records and, if such address is not the unit address, must also  
39 be sent by first-class United States mail to the unit address.



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40 Notice is deemed to have been delivered upon mailing as required  
41 by this subsection. A rebuttable presumption that an association  
42 mailed a notice in accordance with this subsection is  
43 established if a board member, officer, or agent of the  
44 association, or a manager licensed under part VIII of chapter  
45 468, provides a sworn affidavit attesting to such mailing. The  
46 notice must be in substantially the following form:

47  
48 NOTICE OF LATE ASSESSMENT

49  
50 RE: Unit .... of ...(name of association)...

51  
52 The following amounts are currently due on your  
53 account to ...(name of association)..., and must be  
54 paid within 30 days of the date of this letter. This  
55 letter shall serve as the association's notice of its  
56 intent to proceed with further collection action  
57 against your property no sooner than 30 days of the  
58 date of this letter, unless you pay in full the  
59 amounts set forth below:

60  
61 Maintenance due ...(dates)... \$.....  
62 Late fee, if applicable \$.....  
63 Interest through ...(dates)...\* \$.....  
64 TOTAL OUTSTANDING \$.....

65  
66 \*Interest accrues at the rate of .... percent per annum.

67 (6) Except as otherwise provided in this chapter, no lien  
68 may be filed by the association against a condominium unit until



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69 45 ~~30~~ days after the date on which a notice of intent to file a  
70 lien has been delivered to the owner by registered or certified  
71 mail, return receipt requested, ~~and~~ by first-class United States  
72 mail to the owner at his or her last address as reflected in the  
73 association's records and, if such address is not the unit  
74 address, by first-class United States mail to the unit address  
75 ~~of the association, if the address is within the United States,~~  
76 ~~and delivered to the owner at the address of the unit if the~~  
77 ~~owner's address as reflected in the records of the association~~  
78 ~~is not the unit address. If the address reflected in the records~~  
79 ~~is outside the United States, sending the notice to that address~~  
80 ~~and to the unit address by first-class United States mail is~~  
81 ~~sufficient.~~ Delivery of the notice shall be deemed given upon  
82 mailing as required by this subsection. The notice must be in  
83 substantially the following form:

84  
85 NOTICE OF INTENT  
86 TO RECORD A CLAIM OF LIEN

87  
88 RE: Unit .... of ...(name of association)...

89  
90 The following amounts are currently due on your  
91 account to ...(name of association)..., and must be  
92 paid within 45 ~~30~~ days after your receipt of this  
93 letter. This letter shall serve as the association's  
94 notice of intent to record a Claim of Lien against  
95 your property no sooner than 45 ~~30~~ days after your  
96 receipt of this letter, unless you pay in full the  
97 amounts set forth below:



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98		
99	Maintenance due ...(dates)...	\$.....
100	Late fee, if applicable	\$.....
101	Interest through ...(dates)...*	\$.....
102	Certified mail charges	\$.....
103	Other costs	\$.....
104	TOTAL OUTSTANDING	\$.....
105		

106 \*Interest accrues at the rate of .... percent per  
107 annum.

108 Section 4. Paragraphs (a) and (c) of subsection (2) of  
109 section 719.104, Florida Statutes, are amended to read:

110 719.104 Cooperatives; access to units; records; financial  
111 reports; assessments; purchase of leases.—

112 (2) OFFICIAL RECORDS.—

113 (a) From the inception of the association, the association  
114 shall maintain a copy of each of the following, where  
115 applicable, which shall constitute the official records of the  
116 association:

117 1. The plans, permits, warranties, and other items provided  
118 by the developer pursuant to s. 719.301(4).

119 2. A photocopy of the cooperative documents.

120 3. A copy of the current rules of the association.

121 4. A book or books containing the minutes of all meetings  
122 of the association, of the board of directors, and of the unit  
123 owners.

124 5. A current roster of all unit owners and their mailing  
125 addresses, unit identifications, voting certifications, and, if  
126 known, telephone numbers. The association shall also maintain



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127 the e-mail addresses and the numbers designated by unit owners  
128 for receiving notice sent by electronic transmission of those  
129 unit owners consenting to receive notice by electronic  
130 transmission. The e-mail addresses and numbers provided by unit  
131 owners to receive notice by electronic transmission shall be  
132 removed from association records when consent to receive notice  
133 by electronic transmission is revoked. However, the association  
134 is not liable for an erroneous disclosure of the e-mail address  
135 or the number for receiving electronic transmission of notices.

136 6. All current insurance policies of the association.

137 7. A current copy of any management agreement, lease, or  
138 other contract to which the association is a party or under  
139 which the association or the unit owners have an obligation or  
140 responsibility.

141 8. Bills of sale or transfer for all property owned by the  
142 association.

143 9. Accounting records for the association and separate  
144 accounting records for each unit it operates, according to good  
145 accounting practices. The accounting records shall include, but  
146 not be limited to:

147 a. Accurate, itemized, and detailed records of all receipts  
148 and expenditures.

149 b. A current account and a monthly, bimonthly, or quarterly  
150 statement of the account for each unit designating the name of  
151 the unit owner, the due date and amount of each assessment, the  
152 amount paid upon the account, and the balance due.

153 c. All audits, reviews, accounting statements, and  
154 financial reports of the association.

155 d. All contracts for work to be performed. Bids for work to



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156 be performed shall also be considered official records and shall  
157 be maintained for a period of 1 year.

158 10. Ballots, sign-in sheets, voting proxies, and all other  
159 papers and electronic records relating to voting by unit owners,  
160 which shall be maintained for a period of 1 year after the date  
161 of the election, vote, or meeting to which the document relates.

162 11. All rental records where the association is acting as  
163 agent for the rental of units.

164 12. A copy of the current question and answer sheet as  
165 described in s. 719.504.

166 13. All affirmative acknowledgments made pursuant to s.  
167 719.108(3)(b)3.

168 14. All other written records of the association not  
169 specifically included in the foregoing which are related to the  
170 operation of the association.

171 (c) The official records of the association are open to  
172 inspection by any association member or the authorized  
173 representative of such member at all reasonable times. The right  
174 to inspect the records includes the right to make or obtain  
175 copies, at the reasonable expense, if any, of the association  
176 member. The association may adopt reasonable rules regarding the  
177 frequency, time, location, notice, and manner of record  
178 inspections and copying. The failure of an association to  
179 provide the records within 10 working days after receipt of a  
180 written request creates a rebuttable presumption that the  
181 association willfully failed to comply with this paragraph. A  
182 unit owner who is denied access to official records is entitled  
183 to the actual damages or minimum damages for the association's  
184 willful failure to comply. The minimum damages are \$50 per



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185 calendar day for up to 10 days, beginning on the 11th working  
186 day after receipt of the written request. The failure to permit  
187 inspection entitles any person prevailing in an enforcement  
188 action to recover reasonable attorney fees from the person in  
189 control of the records who, directly or indirectly, knowingly  
190 denied access to the records. Any person who knowingly or  
191 intentionally defaces or destroys accounting records that are  
192 required by this chapter to be maintained during the period for  
193 which such records are required to be maintained, or who  
194 knowingly or intentionally fails to create or maintain  
195 accounting records that are required to be created or  
196 maintained, with the intent of causing harm to the association  
197 or one or more of its members, is personally subject to a civil  
198 penalty pursuant to s. 719.501(1)(d). The association shall  
199 maintain an adequate number of copies of the declaration,  
200 articles of incorporation, bylaws, and rules, and all amendments  
201 to each of the foregoing, as well as the question and answer  
202 sheet as described in s. 719.504 and year-end financial  
203 information required by the department, on the cooperative  
204 property to ensure their availability to unit owners and  
205 prospective purchasers, and may charge its actual costs for  
206 preparing and furnishing these documents to those requesting the  
207 same. An association shall allow a member or his or her  
208 authorized representative to use a portable device, including a  
209 smartphone, tablet, portable scanner, or any other technology  
210 capable of scanning or taking photographs, to make an electronic  
211 copy of the official records in lieu of the association  
212 providing the member or his or her authorized representative  
213 with a copy of such records. The association may not charge a





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214 member or his or her authorized representative for the use of a  
215 portable device. Notwithstanding this paragraph, the following  
216 records shall not be accessible to unit owners:

217       1. Any record protected by the lawyer-client privilege as  
218 described in s. 90.502 and any record protected by the work-  
219 product privilege, including any record prepared by an  
220 association attorney or prepared at the attorney's express  
221 direction which reflects a mental impression, conclusion,  
222 litigation strategy, or legal theory of the attorney or the  
223 association, and which was prepared exclusively for civil or  
224 criminal litigation or for adversarial administrative  
225 proceedings, or which was prepared in anticipation of such  
226 litigation or proceedings until the conclusion of the litigation  
227 or proceedings.

228       2. Information obtained by an association in connection  
229 with the approval of the lease, sale, or other transfer of a  
230 unit.

231       3. Personnel records of association or management company  
232 employees, including, but not limited to, disciplinary, payroll,  
233 health, and insurance records. For purposes of this  
234 subparagraph, the term "personnel records" does not include  
235 written employment agreements with an association employee or  
236 management company, or budgetary or financial records that  
237 indicate the compensation paid to an association employee.

238       4. Medical records of unit owners.

239       5. Social security numbers, driver license numbers, credit  
240 card numbers, e-mail addresses, telephone numbers, facsimile  
241 numbers, emergency contact information, addresses of a unit  
242 owner other than as provided to fulfill the association's notice



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243 requirements, and other personal identifying information of any  
244 person, excluding the person's name, unit designation, mailing  
245 address, property address, and any address, e-mail address, or  
246 facsimile number provided to the association to fulfill the  
247 association's notice requirements. Notwithstanding the  
248 restrictions in this subparagraph, an association may print and  
249 distribute to unit ~~parcel~~ owners a directory containing the  
250 name, unit ~~parcel~~ address, and all telephone numbers of each  
251 unit ~~parcel~~ owner. However, an owner may exclude his or her  
252 telephone numbers from the directory by so requesting in writing  
253 to the association. An owner may consent in writing to the  
254 disclosure of other contact information described in this  
255 subparagraph. The association is not liable for the inadvertent  
256 disclosure of information that is protected under this  
257 subparagraph if the information is included in an official  
258 record of the association and is voluntarily provided by an  
259 owner and not requested by the association.

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

262 7. The software and operating system used by the  
263 association which allow the manipulation of data, even if the  
264 owner owns a copy of the same software used by the association.  
265 The data is part of the official records of the association.

266 8. All affirmative acknowledgments made pursuant to s.  
267 719.108(3)(b)3.

268 Section 5. Subsections (3) and (4) of section 719.108,  
269 Florida Statutes, are amended to read:

270 719.108 Rents and assessments; liability; lien and  
271 priority; interest; collection; cooperative ownership.—



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272           (3) (a) Rents and assessments, and installments on them, not  
273 paid when due bear interest at the rate provided in the  
274 cooperative documents from the date due until paid. This rate  
275 may not exceed the rate allowed by law and, if a rate is not  
276 provided in the cooperative documents, accrues at 18 percent per  
277 annum. If the cooperative documents or bylaws so provide, the  
278 association may charge an administrative late fee in addition to  
279 such interest, not to exceed the greater of \$25 or 5 percent of  
280 each installment of the assessment for each delinquent  
281 installment that the payment is late. Any payment received by an  
282 association must be applied first to any interest accrued by the  
283 association, then to any administrative late fee, then to any  
284 costs and reasonable attorney fees incurred in collection, and  
285 then to the delinquent assessment. The foregoing applies  
286 notwithstanding s. 673.3111, any purported accord and  
287 satisfaction, or any restrictive endorsement, designation, or  
288 instruction placed on or accompanying a payment. The preceding  
289 sentence is intended to clarify existing law. A late fee is not  
290 subject to chapter 687 or s. 719.303(4).

291           (b)1. If an association sends out an invoice for  
292 assessments or a unit's statement of the account described in s.  
293 719.104(2)(a)9.b., the invoice for assessments or the unit's  
294 statement of account must be delivered to the unit owner by  
295 first-class United States mail or by electronic transmission to  
296 the unit owner's e-mail address maintained in the association's  
297 official records.

298           2. Before changing the method of delivery for an invoice  
299 for assessments or the statement of the account, the association  
300 must deliver a written notice of such change to each unit owner.



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301 The written notice must be delivered to the unit owner at least  
302 30 days before the association sends the invoice for assessments  
303 or the statement of the account by the new delivery method. The  
304 notice must be sent by first-class United States mail to the  
305 unit owner at his or her last address as reflected in the  
306 association's records and, if such address is not the unit  
307 address, must be sent by first-class United States mail to the  
308 unit address. Notice is deemed to have been delivered upon  
309 mailing as required by this subparagraph.

310 3. A unit owner must affirmatively acknowledge his or her  
311 understanding that the association will change its method of  
312 delivery of the invoice for assessments or the unit's statement  
313 of the account before the association may change the method of  
314 delivering the invoice for assessments or the statement of the  
315 account. The unit owner may make the affirmative acknowledgment  
316 electronically or in writing.

317 (c) An association may not require payment of attorney fees  
318 related to a past due assessment without first delivering a  
319 written notice of late assessment to the owner which specifies  
320 the amount owed the association and provides the unit owner an  
321 opportunity to pay the amount owed without the assessment of  
322 attorney fees. The notice of late assessment must be sent by  
323 first-class United States mail to the unit owner at his or her  
324 last address as reflected in the association's records and, if  
325 such address is not the unit address, must also be sent by  
326 first-class United States mail to the unit address. Notice is  
327 deemed to have been delivered upon mailing as required by this  
328 paragraph. A rebuttable presumption that an association mailed a  
329 notice in accordance with this subsection is established if a



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330 board member, officer, or agent of the association, or a manager  
331 licensed under part VIII of chapter 468, provides a sworn  
332 affidavit attesting to such mailing. The notice must be in  
333 substantially the following form:

334  
335 NOTICE OF LATE ASSESSMENT

336  
337 RE: Unit .... of ...(name of association)...

338  
339 The following amounts are currently due on your  
340 account to ...(name of association)..., and must be  
341 paid within 30 days of the date of this letter. This  
342 letter shall serve as the association's notice to  
343 proceed with further collection action against your  
344 property no sooner than 30 days of the date of this  
345 letter, unless you pay in full the amounts set forth  
346 below:

347  
348 Maintenance due ...(dates)... \$.....  
349 Late fee, if applicable \$.....  
350 Interest through ...(dates)...\* \$.....  
351 TOTAL OUTSTANDING \$.....

352  
353 \*Interest accrues at the rate of .... percent per annum.

354 (4) The association has a lien on each cooperative parcel  
355 for any unpaid rents and assessments, plus interest, and any  
356 administrative late fees. If authorized by the cooperative  
357 documents, the lien also secures reasonable attorney fees  
358 incurred by the association incident to the collection of the



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359 rents and assessments or enforcement of such lien. The lien is  
360 effective from and after recording a claim of lien in the public  
361 records in the county in which the cooperative parcel is located  
362 which states the description of the cooperative parcel, the name  
363 of the unit owner, the amount due, and the due dates. Except as  
364 otherwise provided in this chapter, a lien may not be filed by  
365 the association against a cooperative parcel until 45 ~~30~~ days  
366 after the date on which a notice of intent to file a lien has  
367 been delivered to the owner.

368 (a) The notice must be sent to the unit owner at the  
369 address of the unit by first-class United States mail, and the  
370 notice must be in substantially the following form:

371  
372 NOTICE OF INTENT  
373 TO RECORD A CLAIM OF LIEN

374  
375 RE: Unit ...(unit number)... of ...(name of  
376 cooperative)...

377  
378 The following amounts are currently due on your  
379 account to ...(name of association)..., and must be  
380 paid within 45 ~~30~~ days after your receipt of this  
381 letter. This letter shall serve as the association's  
382 notice of intent to record a Claim of Lien against  
383 your property no sooner than 45 ~~30~~ days after your  
384 receipt of this letter, unless you pay in full the  
385 amounts set forth below:

386  
387 Maintenance due ...(dates)... \$.....



388	Late fee, if applicable	\$.....
389	Interest through ...(dates)...*	\$.....
390	Certified mail charges	\$.....
391	Other costs	\$.....
392	TOTAL OUTSTANDING	\$.....

393  
394 \*Interest accrues at the rate of .... percent per  
395 annum.

396 1. If the most recent address of the unit owner on the  
397 records of the association is the address of the unit, the  
398 notice must be sent by certified mail, return receipt requested,  
399 to the unit owner at the address of the unit.

400 2. If the most recent address of the unit owner on the  
401 records of the association is in the United States, but is not  
402 the address of the unit, the notice must be sent by certified  
403 mail, return receipt requested, to the unit owner at his or her  
404 most recent address.

405 3. If the most recent address of the unit owner on the  
406 records of the association is not in the United States, the  
407 notice must be sent by first-class United States mail to the  
408 unit owner at his or her most recent address.

409 (b) A notice that is sent pursuant to this subsection is  
410 deemed delivered upon mailing. A claim of lien must be executed  
411 and acknowledged by an officer or authorized agent of the  
412 association. The lien is not effective 1 year after the claim of  
413 lien was recorded unless, within that time, an action to enforce  
414 the lien is commenced. The 1-year period is automatically  
415 extended for any length of time during which the association is  
416 prevented from filing a foreclosure action by an automatic stay



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417 resulting from a bankruptcy petition filed by the parcel owner  
418 or any other person claiming an interest in the parcel. The  
419 claim of lien secures all unpaid rents and assessments that are  
420 due and that may accrue after the claim of lien is recorded and  
421 through the entry of a final judgment, as well as interest and  
422 all reasonable costs and attorney fees incurred by the  
423 association incident to the collection process. Upon payment in  
424 full, the person making the payment is entitled to a  
425 satisfaction of the lien.

426 (c) By recording a notice in substantially the following  
427 form, a unit owner or the unit owner's agent or attorney may  
428 require the association to enforce a recorded claim of lien  
429 against his or her cooperative parcel:

430  
431 NOTICE OF CONTEST OF LIEN  
432

433 TO: ...(Name and address of association)...:

434  
435 You are notified that the undersigned contests the  
436 claim of lien filed by you on ....., ...(year)..., and  
437 recorded in Official Records Book .... at Page .....,  
438 of the public records of .... County, Florida, and  
439 that the time within which you may file suit to  
440 enforce your lien is limited to 90 days from the date  
441 of service of this notice. Executed this .... day of  
442 ....., ...(year)....

443 Signed: ...(Owner or Attorney)...  
444

445 After notice of contest of lien has been recorded, the clerk of





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446 the circuit court shall mail a copy of the recorded notice to  
447 the association by certified mail, return receipt requested, at  
448 the address shown in the claim of lien or most recent amendment  
449 to it and shall certify to the service on the face of the  
450 notice. Service is complete upon mailing. After service, the  
451 association has 90 days in which to file an action to enforce  
452 the lien. If the action is not filed within the 90-day period,  
453 the lien is void. However, the 90-day period shall be extended  
454 for any length of time during which the association is prevented  
455 from filing its action because of an automatic stay resulting  
456 from the filing of a bankruptcy petition by the unit owner or by  
457 any other person claiming an interest in the parcel.

458 (d) A release of lien must be in substantially the  
459 following form:

460

461

RELEASE OF LIEN

462

463 The undersigned lienor, in consideration of the final payment in  
464 the amount of \$...., hereby waives and releases its lien and  
465 right to claim a lien for unpaid assessments through ....,  
466 ...(year)..., recorded in the Official Records Book .... at Page  
467 ....., of the public records of .... County, Florida, for the  
468 following described real property:

469

470 THAT COOPERATIVE PARCEL WHICH INCLUDES UNIT NO. ....  
471 OF ... (NAME OF COOPERATIVE) ..., A COOPERATIVE AS SET  
472 FORTH IN THE COOPERATIVE DOCUMENTS AND THE EXHIBITS  
473 ANNEXED THERETO AND FORMING A PART THEREOF, RECORDED  
474 IN OFFICIAL RECORDS BOOK ....., PAGE ....., OF THE



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475 PUBLIC RECORDS OF .... COUNTY, FLORIDA.  
476  
477 ...(Signature of Authorized Agent)... ...(Signature of  
478 Witness)..  
479 ...(Print Name)... ...(Print Name)..  
480  
481 ...(Signature of Witness)..  
482 ...(Print Name)..  
483  
484 Sworn to (or affirmed) and subscribed before me this .... day of  
485 ....., ...(year)..., by ...(name of person making statement)....  
486 ...(Signature of Notary Public)..  
487 ...(Print, type, or stamp commissioned name of Notary Public)..  
488 Personally Known .... OR Produced .... as identification.  
489 Section 6. Present paragraph (1) of subsection (4) of  
490 section 720.303, Florida Statutes, is redesignated as paragraph  
491 (m), a new paragraph (1) is added to that subsection, and  
492 paragraph (c) of subsection (5) of that section is amended, to  
493 read:  
494 720.303 Association powers and duties; meetings of board;  
495 official records; budgets; financial reporting; association  
496 funds; recalls.—  
497 (4) OFFICIAL RECORDS.—The association shall maintain each  
498 of the following items, when applicable, which constitute the  
499 official records of the association:  
500 (1) All affirmative acknowledgments made pursuant to s.  
501 720.3085(3)(c)3.  
502 (5) INSPECTION AND COPYING OF RECORDS.—The official records  
503 shall be maintained within the state for at least 7 years and



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504 shall be made available to a parcel owner for inspection or  
505 photocopying within 45 miles of the community or within the  
506 county in which the association is located within 10 business  
507 days after receipt by the board or its designee of a written  
508 request. This subsection may be complied with by having a copy  
509 of the official records available for inspection or copying in  
510 the community or, at the option of the association, by making  
511 the records available to a parcel owner electronically via the  
512 Internet or by allowing the records to be viewed in electronic  
513 format on a computer screen and printed upon request. If the  
514 association has a photocopy machine available where the records  
515 are maintained, it must provide parcel owners with copies on  
516 request during the inspection if the entire request is limited  
517 to no more than 25 pages. An association shall allow a member or  
518 his or her authorized representative to use a portable device,  
519 including a smartphone, tablet, portable scanner, or any other  
520 technology capable of scanning or taking photographs, to make an  
521 electronic copy of the official records in lieu of the  
522 association's providing the member or his or her authorized  
523 representative with a copy of such records. The association may  
524 not charge a fee to a member or his or her authorized  
525 representative for the use of a portable device.

526 (c) The association may adopt reasonable written rules  
527 governing the frequency, time, location, notice, records to be  
528 inspected, and manner of inspections, but may not require a  
529 parcel owner to demonstrate any proper purpose for the  
530 inspection, state any reason for the inspection, or limit a  
531 parcel owner's right to inspect records to less than one 8-hour  
532 business day per month. The association may impose fees to cover



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533 the costs of providing copies of the official records, including  
534 the costs of copying and the costs required for personnel to  
535 retrieve and copy the records if the time spent retrieving and  
536 copying the records exceeds one-half hour and if the personnel  
537 costs do not exceed \$20 per hour. Personnel costs may not be  
538 charged for records requests that result in the copying of 25 or  
539 fewer pages. The association may charge up to 25 cents per page  
540 for copies made on the association's photocopier. If the  
541 association does not have a photocopy machine available where  
542 the records are kept, or if the records requested to be copied  
543 exceed 25 pages in length, the association may have copies made  
544 by an outside duplicating service and may charge the actual cost  
545 of copying, as supported by the vendor invoice. The association  
546 shall maintain an adequate number of copies of the recorded  
547 governing documents, to ensure their availability to members and  
548 prospective members. Notwithstanding this paragraph, the  
549 following records are not accessible to members or parcel  
550 owners:

551 1. Any record protected by the lawyer-client privilege as  
552 described in s. 90.502 and any record protected by the work-  
553 product privilege, including, but not limited to, a record  
554 prepared by an association attorney or prepared at the  
555 attorney's express direction which reflects a mental impression,  
556 conclusion, litigation strategy, or legal theory of the attorney  
557 or the association and which was prepared exclusively for civil  
558 or criminal litigation or for adversarial administrative  
559 proceedings or which was prepared in anticipation of such  
560 litigation or proceedings until the conclusion of the litigation  
561 or proceedings.



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562           2. Information obtained by an association in connection  
563 with the approval of the lease, sale, or other transfer of a  
564 parcel.

565           3. Personnel records of association or management company  
566 employees, including, but not limited to, disciplinary, payroll,  
567 health, and insurance records. For purposes of this  
568 subparagraph, the term "personnel records" does not include  
569 written employment agreements with an association or management  
570 company employee or budgetary or financial records that indicate  
571 the compensation paid to an association or management company  
572 employee.

573           4. Medical records of parcel owners or community residents.

574           5. Social security numbers, driver license numbers, credit  
575 card numbers, electronic mailing addresses, telephone numbers,  
576 facsimile numbers, emergency contact information, any addresses  
577 for a parcel owner other than as provided for association notice  
578 requirements, and other personal identifying information of any  
579 person, excluding the person's name, parcel designation, mailing  
580 address, and property address. Notwithstanding the restrictions  
581 in this subparagraph, an association may print and distribute to  
582 parcel owners a directory containing the name, parcel address,  
583 and all telephone numbers of each parcel owner. However, an  
584 owner may exclude his or her telephone numbers from the  
585 directory by so requesting in writing to the association. An  
586 owner may consent in writing to the disclosure of other contact  
587 information described in this subparagraph. The association is  
588 not liable for the disclosure of information that is protected  
589 under this subparagraph if the information is included in an  
590 official record of the association and is voluntarily provided



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591 by an owner and not requested by the association.

592 6. Any electronic security measure that is used by the  
593 association to safeguard data, including passwords.

594 7. The software and operating system used by the  
595 association which allows the manipulation of data, even if the  
596 owner owns a copy of the same software used by the association.  
597 The data is part of the official records of the association.

598 8. All affirmative acknowledgments made pursuant to s.  
599 720.3085(3)(c)3.

600 Section 7. Paragraphs (c) and (d) are added to subsection  
601 (3) of section 720.3085, Florida Statutes, to read:

602 720.3085 Payment for assessments; lien claims.—

603 (3) Assessments and installments on assessments that are  
604 not paid when due bear interest from the due date until paid at  
605 the rate provided in the declaration of covenants or the bylaws  
606 of the association, which rate may not exceed the rate allowed  
607 by law. If no rate is provided in the declaration or bylaws,  
608 interest accrues at the rate of 18 percent per year.

609 (c)1. If an association sends out an invoice for  
610 assessments or a parcel's statement of the account described in  
611 s. 720.303(4)(j)2., the invoice for assessments or the parcel's  
612 statement of account must be delivered to the parcel owner by  
613 first-class United States mail or by electronic transmission to  
614 the parcel owner's e-mail address maintained in the  
615 association's official records.

616 2. Before changing the method of delivery for an invoice  
617 for assessments or the statement of the account, the association  
618 must deliver a written notice such change to each parcel owner.  
619 The written notice must be delivered to the parcel owner at



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620 least 30 days before the association sends the invoice for  
621 assessments or the statement of the account by the new delivery  
622 method. The notice must be sent by first-class United States  
623 mail to the owner at his or her last address as reflected in the  
624 association's records and, if such address is not the parcel  
625 address, must be sent by first-class United States mail to the  
626 parcel address. Notice is deemed to have been delivered upon  
627 mailing as required by this subparagraph.

628 3. A parcel owner must affirmatively acknowledge his or her  
629 understanding that the association will change its method of  
630 delivery of the invoice for assessments or the statement of the  
631 account before the association may change the method of  
632 delivering the statement of the account. The parcel owner may  
633 make the affirmative acknowledgment electronically or in  
634 writing.

635 (d) An association may not require payment of attorney fees  
636 related to a past due assessment without first delivering a  
637 written notice of late assessment to the parcel owner which  
638 specifies the amount owed the association and provides the  
639 parcel owner an opportunity to pay the amount owed without the  
640 assessment of attorney fees. The notice of late assessment must  
641 be sent by first-class United States mail to the owner at his or  
642 her last address as reflected in the association's records and,  
643 if such address is not the parcel address, must also be sent by  
644 first-class United States mail to the parcel address. Notice is  
645 deemed to have been delivered upon mailing as required by this  
646 paragraph. A rebuttable presumption that an association mailed a  
647 notice in accordance with this subsection is established if a  
648 board member, officer, or agent of the association, or a manager



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649 licensed under part VIII of chapter 468, provides a sworn  
650 affidavit attesting to such mailing. The notice must be in  
651 substantially the following

652  
653 ===== T I T L E A M E N D M E N T =====

654 And the title is amended as follows:

655 Delete lines 11 - 60

656 and insert:

657 associations to deliver certain invoices for  
658 assessments or statements of account to unit owners in  
659 a specified manner; requiring condominium associations  
660 to give notice to unit owners before changing the  
661 method of delivery for the invoices for assessments or  
662 statements of account; providing requirements for the  
663 notice; requiring unit owners to affirmatively  
664 acknowledge the changes in delivery methods;  
665 prohibiting condominium associations from requiring  
666 the payment of attorney fees relating to past due  
667 assessments without first providing a specified notice  
668 to unit owners; providing requirements for the notice;  
669 establishing a rebuttable presumption relating to  
670 mailing the notice if a certain requirement is met;  
671 revising the timeframe for condominium associations to  
672 file liens against condominium units; conforming  
673 provisions to changes made by the act; amending s.  
674 719.104, F.S.; requiring cooperative associations to  
675 maintain specified affirmative acknowledgments as  
676 official records of the association; specifying that  
677 such acknowledgments are not accessible to unit





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678 owners; amending s. 719.108, F.S.; requiring  
679 cooperative associations to deliver certain invoices  
680 for assessments or statements of account to unit  
681 owners in a specified manner; requiring cooperative  
682 associations to give notice to unit owners before  
683 changing the method of delivery for the invoices for  
684 assessments or statements of account; providing  
685 requirements for the notice; requiring unit owners to  
686 affirmatively acknowledge the changes in delivery  
687 methods; prohibiting cooperative associations from  
688 requiring the payment of attorney fees relating to  
689 past due assessments without first providing specified  
690 notice to unit owners; providing requirements for the  
691 notice; establishing a rebuttable presumption relating  
692 to mailing the notice if a certain requirement is met;  
693 revising the timeframe for cooperative associations to  
694 file liens against cooperative parcels; conforming  
695 provisions to changes made by the act; amending s.  
696 720.303, F.S.; requiring homeowners' associations to  
697 maintain specified affirmative acknowledgments as  
698 official records of the association; specifying that  
699 such acknowledgments are not accessible to parcel  
700 owners; amending s. 720.3085, F.S.; requiring  
701 homeowners' associations to deliver certain invoices  
702 for assessments or statements of account to parcel  
703 owners in a specified manner; requiring homeowners'  
704 associations to give notice to parcel owners before  
705 changing the method of delivery for the invoices for  
706 assessments or statements of account; providing



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707 requirements for the notice; requiring parcel owners  
708 to affirmatively acknowledge the changes in delivery  
709 methods; prohibiting homeowners' associations from  
710 requiring the payment of attorney fees relating to  
711 past due assessments without first providing specified  
712 notice to parcel owners; providing requirements for  
713 the notice; establishing a rebuttable presumption  
714 relating to mailing the notice if a certain  
715 requirement is met; providing an effective date.