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1 A bill to be entitled
2 An act relating to community association assessment
3 notices; amending s. 718.111, F.S.; requiring
4 condominium associations to maintain specified
5 affirmative acknowledgments as official records of the
6 association; specifying that such acknowledgments are
7 not accessible to unit owners; amending s. 718.116,
8 F.S.; revising timeframes for foreclosure judgments;
9 conforming provisions to changes made by the act;
10 amending s. 718.121, F.S.; requiring condominium
11 associations to deliver certain invoices for
12 assessments or statements of account to unit owners in
13 a specified manner; requiring condominium associations
14 to give notice to unit owners before changing the
15 method of delivery for the invoices for assessments or
16 statements of account; providing requirements for the
17 notice; requiring unit owners to affirmatively
18 acknowledge the changes in delivery methods;
19 prohibiting condominium associations from requiring
20 the payment of attorney fees relating to past due
21 assessments without first providing a specified notice
22 to unit owners; providing requirements for the notice;
23 establishing a rebuttable presumption relating to
24 mailing the notice if a certain requirement is met;
25 revising the timeframe for condominium associations to
26 file liens against condominium units; conforming
27 provisions to changes made by the act; amending s.
28 719.104, F.S.; requiring cooperative associations to
29 maintain specified affirmative acknowledgments as

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30 official records of the association; specifying that
31 such acknowledgments are not accessible to unit
32 owners; amending s. 719.108, F.S.; requiring
33 cooperative associations to deliver certain invoices
34 for assessments or statements of account to unit
35 owners in a specified manner; requiring cooperative
36 associations to give notice to unit owners before
37 changing the method of delivery for the invoices for
38 assessments or statements of account; providing
39 requirements for the notice; requiring unit owners to
40 affirmatively acknowledge the changes in delivery
41 methods; prohibiting cooperative associations from
42 requiring the payment of attorney fees relating to
43 past due assessments without first providing specified
44 notice to unit owners; providing requirements for the
45 notice; establishing a rebuttable presumption relating
46 to mailing the notice if a certain requirement is met;
47 revising the timeframe for cooperative associations to
48 file liens against cooperative parcels; conforming
49 provisions to changes made by the act; amending s.
50 720.303, F.S.; requiring homeowners' associations to
51 maintain specified affirmative acknowledgments as
52 official records of the association; specifying that
53 such acknowledgments are not accessible to parcel
54 owners; amending s. 720.3085, F.S.; requiring
55 homeowners' associations to deliver certain invoices
56 for assessments or statements of account to parcel
57 owners in a specified manner; requiring homeowners'
58 associations to give notice to parcel owners before

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59 changing the method of delivery for the invoices for
60 assessments or statements of account; providing
61 requirements for the notice; requiring parcel owners
62 to affirmatively acknowledge the changes in delivery
63 methods; prohibiting homeowners' associations from
64 requiring the payment of attorney fees relating to
65 past due assessments without first providing specified
66 notice to parcel owners; providing requirements for
67 the notice; establishing a rebuttable presumption
68 relating to mailing the notice if a certain
69 requirement is met; providing an effective date.
70

71 Be It Enacted by the Legislature of the State of Florida:
72

73 Section 1. Paragraphs (a) and (c) of subsection (12) of
74 section 718.111, Florida Statutes, are amended to read:

75 718.111 The association.—

76 (12) OFFICIAL RECORDS.—

77 (a) From the inception of the association, the association
78 shall maintain each of the following items, if applicable, which
79 constitutes the official records of the association:

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

82 2. A photocopy of the recorded declaration of condominium
83 of each condominium operated by the association and each
84 amendment to each declaration.

85 3. A photocopy of the recorded bylaws of the association
86 and each amendment to the bylaws.

87 4. A certified copy of the articles of incorporation of the

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88 association, or other documents creating the association, and
89 each amendment thereto.

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

91 6. A book or books that contain the minutes of all meetings
92 of the association, the board of administration, and the unit
93 owners.

94 7. A current roster of all unit owners and their mailing
95 addresses, unit identifications, voting certifications, and, if
96 known, telephone numbers. The association shall also maintain
97 the e-mail addresses and facsimile numbers of unit owners
98 consenting to receive notice by electronic transmission. The e-
99 mail addresses and facsimile numbers are not accessible to unit
100 owners if consent to receive notice by electronic transmission
101 is not provided in accordance with sub-subparagraph (c)3.e.
102 However, the association is not liable for an inadvertent
103 disclosure of the e-mail address or facsimile number for
104 receiving electronic transmission of notices.

105 8. All current insurance policies of the association and
106 condominiums operated by the association.

107 9. A current copy of any management agreement, lease, or
108 other contract to which the association is a party or under
109 which the association or the unit owners have an obligation or
110 responsibility.

111 10. Bills of sale or transfer for all property owned by the
112 association.

113 11. Accounting records for the association and separate
114 accounting records for each condominium that the association
115 operates. Any person who knowingly or intentionally defaces or
116 destroys such records, or who knowingly or intentionally fails

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117 to create or maintain such records, with the intent of causing
118 harm to the association or one or more of its members, is
119 personally subject to a civil penalty pursuant to s.

120 718.501(1)(d). The accounting records must include, but are not
121 limited to:

122 a. Accurate, itemized, and detailed records of all receipts
123 and expenditures.

124 b. A current account and a monthly, bimonthly, or quarterly
125 statement of the account for each unit designating the name of
126 the unit owner, the due date and amount of each assessment, the
127 amount paid on the account, and the balance due.

128 c. All audits, reviews, accounting statements, and
129 financial reports of the association or condominium.

130 d. All contracts for work to be performed. Bids for work to
131 be performed are also considered official records and must be
132 maintained by the association.

133 12. Ballots, sign-in sheets, voting proxies, and all other
134 papers and electronic records relating to voting by unit owners,
135 which must be maintained for 1 year from the date of the
136 election, vote, or meeting to which the document relates,
137 notwithstanding paragraph (b).

138 13. All rental records if the association is acting as
139 agent for the rental of condominium units.

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

142 ~~15. All other written records of the association not~~
143 ~~specifically included in the foregoing which are related to the~~
144 ~~operation of the association.~~

145 ~~16.~~ A copy of the inspection report as described in s.

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146 718.301(4)(p).

147 ~~16.17.~~ Bids for materials, equipment, or services.

148 17. All affirmative acknowledgments made pursuant to s.

149 718.121(4)(c).

150 18. All other written records of the association not
151 specifically included in the foregoing which are related to the
152 operation of the association.

153 (c)1. The official records of the association are open to
154 inspection by any association member or the authorized
155 representative of such member at all reasonable times. The right
156 to inspect the records includes the right to make or obtain
157 copies, at the reasonable expense, if any, of the member or
158 authorized representative of such member. A renter of a unit has
159 a right to inspect and copy the association's bylaws and rules.
160 The association may adopt reasonable rules regarding the
161 frequency, time, location, notice, and manner of record
162 inspections and copying. The failure of an association to
163 provide the records within 10 working days after receipt of a
164 written request creates a rebuttable presumption that the
165 association willfully failed to comply with this paragraph. A
166 unit owner who is denied access to official records is entitled
167 to the actual damages or minimum damages for the association's
168 willful failure to comply. Minimum damages are \$50 per calendar
169 day for up to 10 days, beginning on the 11th working day after
170 receipt of the written request. The failure to permit inspection
171 entitles any person prevailing in an enforcement action to
172 recover reasonable attorney fees from the person in control of
173 the records who, directly or indirectly, knowingly denied access
174 to the records.

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175 2. Any person who knowingly or intentionally defaces or
176 destroys accounting records that are required by this chapter to
177 be maintained during the period for which such records are
178 required to be maintained, or who knowingly or intentionally
179 fails to create or maintain accounting records that are required
180 to be created or maintained, with the intent of causing harm to
181 the association or one or more of its members, is personally
182 subject to a civil penalty pursuant to s. 718.501(1)(d).

183 3. The association shall maintain an adequate number of
184 copies of the declaration, articles of incorporation, bylaws,
185 and rules, and all amendments to each of the foregoing, as well
186 as the question and answer sheet as described in s. 718.504 and
187 year-end financial information required under this section, on
188 the condominium property to ensure their availability to unit
189 owners and prospective purchasers, and may charge its actual
190 costs for preparing and furnishing these documents to those
191 requesting the documents. An association shall allow a member or
192 his or her authorized representative to use a portable device,
193 including a smartphone, tablet, portable scanner, or any other
194 technology capable of scanning or taking photographs, to make an
195 electronic copy of the official records in lieu of the
196 association's providing the member or his or her authorized
197 representative with a copy of such records. The association may
198 not charge a member or his or her authorized representative for
199 the use of a portable device. Notwithstanding this paragraph,
200 the following records are not accessible to unit owners:

201 a. Any record protected by the lawyer-client privilege as
202 described in s. 90.502 and any record protected by the work-
203 product privilege, including a record prepared by an association

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204 attorney or prepared at the attorney's express direction, which
205 reflects a mental impression, conclusion, litigation strategy,
206 or legal theory of the attorney or the association, and which
207 was prepared exclusively for civil or criminal litigation or for
208 adversarial administrative proceedings, or which was prepared in
209 anticipation of such litigation or proceedings until the
210 conclusion of the litigation or proceedings.

211 b. Information obtained by an association in connection
212 with the approval of the lease, sale, or other transfer of a
213 unit.

214 c. Personnel records of association or management company
215 employees, including, but not limited to, disciplinary, payroll,
216 health, and insurance records. For purposes of this sub-
217 subparagraph, the term "personnel records" does not include
218 written employment agreements with an association employee or
219 management company, or budgetary or financial records that
220 indicate the compensation paid to an association employee.

221 d. Medical records of unit owners.

222 e. Social security numbers, driver license numbers, credit
223 card numbers, e-mail addresses, telephone numbers, facsimile
224 numbers, emergency contact information, addresses of a unit
225 owner other than as provided to fulfill the association's notice
226 requirements, and other personal identifying information of any
227 person, excluding the person's name, unit designation, mailing
228 address, property address, and any address, e-mail address, or
229 facsimile number provided to the association to fulfill the
230 association's notice requirements. Notwithstanding the
231 restrictions in this sub-subparagraph, an association may print
232 and distribute to parcel owners a directory containing the name,

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233 parcel address, and all telephone numbers of each parcel owner.
234 However, an owner may exclude his or her telephone numbers from
235 the directory by so requesting in writing to the association. An
236 owner may consent in writing to the disclosure of other contact
237 information described in this sub-subparagraph. The association
238 is not liable for the inadvertent disclosure of information that
239 is protected under this sub-subparagraph if the information is
240 included in an official record of the association and is
241 voluntarily provided by an owner and not requested by the
242 association.

243 f. Electronic security measures that are used by the
244 association to safeguard data, including passwords.

245 g. The software and operating system used by the
246 association which allow the manipulation of data, even if the
247 owner owns a copy of the same software used by the association.
248 The data is part of the official records of the association.

249 h. All affirmative acknowledgments made pursuant to s.
250 718.121(4)(c).

251 Section 2. Paragraph (b) of subsection (6) of section
252 718.116, Florida Statutes, is amended to read:

253 718.116 Assessments; liability; lien and priority;
254 interest; collection.—

255 (6)

256 (b) No foreclosure judgment may be entered until at least
257 45 ~~30~~ days after the association gives written notice to the
258 unit owner of its intention to foreclose its lien to collect the
259 unpaid assessments. The notice must be in substantially the
260 following form:
261

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DELINQUENT ASSESSMENT

This letter is to inform you a Claim of Lien has been filed against your property because you have not paid the ... (type of assessment) ... assessment to ... (name of association) The association intends to foreclose the lien and collect the unpaid amount within 45 ~~30~~ days of this letter being provided to you.

You owe the interest accruing from ... (month/year) ... to the present. As of the date of this letter, the total amount due with interest is \$..... All costs of any action and interest from this day forward will also be charged to your account.

Any questions concerning this matter should be directed to ... (insert name, addresses, and telephone numbers of association representative)

If this notice is not given at least 45 ~~30~~ days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the association shall not recover attorney ~~attorney's~~ fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified or registered mail, return receipt requested, addressed to the unit owner at his or her last known address; and, upon such mailing, the notice shall be

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291 deemed to have been given, and the court shall proceed with the
292 foreclosure action and may award attorney ~~attorney's~~ fees and
293 costs as permitted by law. The notice requirements of this
294 subsection are satisfied if the unit owner records a notice of
295 contest of lien as provided in subsection (5). The notice
296 requirements of this subsection do not apply if an action to
297 foreclose a mortgage on the condominium unit is pending before
298 any court; if the rights of the association would be affected by
299 such foreclosure; and if actual, constructive, or substitute
300 service of process has been made on the unit owner.

301 Section 3. Subsection (4) of section 718.121, Florida
302 Statutes, is amended, and subsections (5) and (6) are added to
303 that section, to read:

304 718.121 Liens.—

305 (4) (a) If an association sends out an invoice for
306 assessments or a unit's statement of the account described in s.
307 718.111(12) (a) 11.b., the invoice for assessments or the unit's
308 statement of account must be delivered to the unit owner by
309 first-class United States mail or by electronic transmission to
310 the unit owner's e-mail address maintained in the association's
311 official records.

312 (b) Before changing the method of delivery for an invoice
313 for assessments or the statement of the account, the association
314 must deliver a written notice of such change to each unit owner.
315 The written notice must be delivered to the unit owner at least
316 30 days before the association sends the invoice for assessments
317 or the statement of the account by the new delivery method. The
318 notice must be sent by first-class United States mail to the
319 unit owner at his or her last address as reflected in the

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320 association's records and, if such address is not the unit
321 address, must be sent by first-class United States mail to the
322 unit address. Notice is deemed to have been delivered upon
323 mailing as required by this paragraph.

324 (c) A unit owner must affirmatively acknowledge his or her
325 understanding that the association will change its method of
326 delivery of the invoice for assessments or the unit's statement
327 of the account before the association may change the method of
328 delivering an invoice for assessments or the statement of
329 account. The unit owner may make the affirmative acknowledgment
330 electronically or in writing.

331 (5) An association may not require payment of attorney fees
332 related to a past due assessment without first delivering a
333 written notice of late assessment to the unit owner which
334 specifies the amount owed the association and provides the unit
335 owner an opportunity to pay the amount owed without the
336 assessment of attorney fees. The notice of late assessment must
337 be sent by first-class United States mail to the unit owner at
338 his or her last address as reflected in the association's
339 records and, if such address is not the unit address, must also
340 be sent by first-class United States mail to the unit address.
341 Notice is deemed to have been delivered upon mailing as required
342 by this subsection. A rebuttable presumption that an association
343 mailed a notice in accordance with this subsection is
344 established if a board member, officer, or agent of the
345 association, or a manager licensed under part VIII of chapter
346 468, provides a sworn affidavit attesting to such mailing. The
347 notice must be in substantially the following form:
348

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349 NOTICE OF LATE ASSESSMENT

350
351 RE: Unit of ...(name of association)...

352
353 The following amounts are currently due on your
354 account to ...(name of association)..., and must be
355 paid within 30 days of the date of this letter. This
356 letter shall serve as the association's notice of its
357 intent to proceed with further collection action
358 against your property no sooner than 30 days of the
359 date of this letter, unless you pay in full the
360 amounts set forth below:

361

362 <u>Maintenance due ...(dates)...</u>	<u>\$.....</u>
363 <u>Late fee, if applicable</u>	<u>\$.....</u>
364 <u>Interest through ...(dates)...*</u>	<u>\$.....</u>
365 <u>TOTAL OUTSTANDING</u>	<u>\$.....</u>

366

367 *Interest accrues at the rate of percent per annum.

368 (6) Except as otherwise provided in this chapter, no lien
369 may be filed by the association against a condominium unit until
370 45 ~~30~~ days after the date on which a notice of intent to file a
371 lien has been delivered to the owner by registered or certified
372 mail, return receipt requested, and by first-class United States
373 mail to the owner at his or her last address as reflected in the
374 association's records and, if such address is not the unit
375 address, by first-class United States mail to the unit address
376 ~~of the association, if the address is within the United States,~~
377 ~~and delivered to the owner at the address of the unit if the~~

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378 ~~owner's address as reflected in the records of the association~~
 379 ~~is not the unit address. If the address reflected in the records~~
 380 ~~is outside the United States, sending the notice to that address~~
 381 ~~and to the unit address by first-class United States mail is~~
 382 ~~sufficient.~~ Delivery of the notice shall be deemed given upon
 383 mailing as required by this subsection. The notice must be in
 384 substantially the following form:

385
 386 NOTICE OF INTENT
 387 TO RECORD A CLAIM OF LIEN
 388

389 RE: Unit of ...(name of association)...

390
 391 The following amounts are currently due on your
 392 account to ...(name of association)..., and must be
 393 paid within 45 ~~30~~ days after your receipt of this
 394 letter. This letter shall serve as the association's
 395 notice of intent to record a Claim of Lien against
 396 your property no sooner than 45 ~~30~~ days after your
 397 receipt of this letter, unless you pay in full the
 398 amounts set forth below:

399
 400 Maintenance due ...(dates)... \$.....
 401 Late fee, if applicable \$.....
 402 Interest through ...(dates)....* \$.....
 403 Certified mail charges \$.....
 404 Other costs \$.....
 405 TOTAL OUTSTANDING \$.....
 406

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407 *Interest accrues at the rate of percent per
408 annum.

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

411 719.104 Cooperatives; access to units; records; financial
412 reports; assessments; purchase of leases.—

413 (2) OFFICIAL RECORDS.—

414 (a) From the inception of the association, the association
415 shall maintain a copy of each of the following, where
416 applicable, which shall constitute the official records of the
417 association:

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

420 2. A photocopy of the cooperative documents.

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

422 4. A book or books containing the minutes of all meetings
423 of the association, of the board of directors, and of the unit
424 owners.

425 5. A current roster of all unit owners and their mailing
426 addresses, unit identifications, voting certifications, and, if
427 known, telephone numbers. The association shall also maintain
428 the e-mail addresses and the numbers designated by unit owners
429 for receiving notice sent by electronic transmission of those
430 unit owners consenting to receive notice by electronic
431 transmission. The e-mail addresses and numbers provided by unit
432 owners to receive notice by electronic transmission shall be
433 removed from association records when consent to receive notice
434 by electronic transmission is revoked. However, the association
435 is not liable for an erroneous disclosure of the e-mail address

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436 or the number for receiving electronic transmission of notices.

437 6. All current insurance policies of the association.

438 7. A current copy of any management agreement, lease, or
439 other contract to which the association is a party or under
440 which the association or the unit owners have an obligation or
441 responsibility.

442 8. Bills of sale or transfer for all property owned by the
443 association.

444 9. Accounting records for the association and separate
445 accounting records for each unit it operates, according to good
446 accounting practices. The accounting records shall include, but
447 not be limited to:

448 a. Accurate, itemized, and detailed records of all receipts
449 and expenditures.

450 b. A current account and a monthly, bimonthly, or quarterly
451 statement of the account for each unit designating the name of
452 the unit owner, the due date and amount of each assessment, the
453 amount paid upon the account, and the balance due.

454 c. All audits, reviews, accounting statements, and
455 financial reports of the association.

456 d. All contracts for work to be performed. Bids for work to
457 be performed shall also be considered official records and shall
458 be maintained for a period of 1 year.

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

463 11. All rental records where the association is acting as
464 agent for the rental of units.

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

467 13. All affirmative acknowledgments made pursuant to s.
468 719.108(3)(b)3.

469 14. All other written records of the association not
470 specifically included in the foregoing which are related to the
471 operation of the association.

472 (c) The official records of the association are open to
473 inspection by any association member or the authorized
474 representative of such member at all reasonable times. The right
475 to inspect the records includes the right to make or obtain
476 copies, at the reasonable expense, if any, of the association
477 member. The association may adopt reasonable rules regarding the
478 frequency, time, location, notice, and manner of record
479 inspections and copying. The failure of an association to
480 provide the records within 10 working days after receipt of a
481 written request creates a rebuttable presumption that the
482 association willfully failed to comply with this paragraph. A
483 unit owner who is denied access to official records is entitled
484 to the actual damages or minimum damages for the association's
485 willful failure to comply. The minimum damages are \$50 per
486 calendar day for up to 10 days, beginning on the 11th working
487 day after receipt of the written request. The failure to permit
488 inspection entitles any person prevailing in an enforcement
489 action to recover reasonable attorney fees from the person in
490 control of the records who, directly or indirectly, knowingly
491 denied access to the records. Any person who knowingly or
492 intentionally defaces or destroys accounting records that are
493 required by this chapter to be maintained during the period for

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494 which such records are required to be maintained, or who
495 knowingly or intentionally fails to create or maintain
496 accounting records that are required to be created or
497 maintained, with the intent of causing harm to the association
498 or one or more of its members, is personally subject to a civil
499 penalty pursuant to s. 719.501(1)(d). The association shall
500 maintain an adequate number of copies of the declaration,
501 articles of incorporation, bylaws, and rules, and all amendments
502 to each of the foregoing, as well as the question and answer
503 sheet as described in s. 719.504 and year-end financial
504 information required by the department, on the cooperative
505 property to ensure their availability to unit owners and
506 prospective purchasers, and may charge its actual costs for
507 preparing and furnishing these documents to those requesting the
508 same. An association shall allow a member or his or her
509 authorized representative to use a portable device, including a
510 smartphone, tablet, portable scanner, or any other technology
511 capable of scanning or taking photographs, to make an electronic
512 copy of the official records in lieu of the association
513 providing the member or his or her authorized representative
514 with a copy of such records. The association may not charge a
515 member or his or her authorized representative for the use of a
516 portable device. Notwithstanding this paragraph, the following
517 records shall not be accessible to unit owners:

518 1. Any record protected by the lawyer-client privilege as
519 described in s. 90.502 and any record protected by the work-
520 product privilege, including any record prepared by an
521 association attorney or prepared at the attorney's express
522 direction which reflects a mental impression, conclusion,

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523 litigation strategy, or legal theory of the attorney or the
524 association, and which was prepared exclusively for civil or
525 criminal litigation or for adversarial administrative
526 proceedings, or which was prepared in anticipation of such
527 litigation or proceedings until the conclusion of the litigation
528 or proceedings.

529 2. Information obtained by an association in connection
530 with the approval of the lease, sale, or other transfer of a
531 unit.

532 3. Personnel records of association or management company
533 employees, including, but not limited to, disciplinary, payroll,
534 health, and insurance records. For purposes of this
535 subparagraph, the term "personnel records" does not include
536 written employment agreements with an association employee or
537 management company, or budgetary or financial records that
538 indicate the compensation paid to an association employee.

539 4. Medical records of unit owners.

540 5. Social security numbers, driver license numbers, credit
541 card numbers, e-mail addresses, telephone numbers, facsimile
542 numbers, emergency contact information, addresses of a unit
543 owner other than as provided to fulfill the association's notice
544 requirements, and other personal identifying information of any
545 person, excluding the person's name, unit designation, mailing
546 address, property address, and any address, e-mail address, or
547 facsimile number provided to the association to fulfill the
548 association's notice requirements. Notwithstanding the
549 restrictions in this subparagraph, an association may print and
550 distribute to unit ~~parcel~~ owners a directory containing the
551 name, unit ~~parcel~~ address, and all telephone numbers of each

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552 unit parcel owner. However, an owner may exclude his or her
553 telephone numbers from the directory by so requesting in writing
554 to the association. An owner may consent in writing to the
555 disclosure of other contact information described in this
556 subparagraph. The association is not liable for the inadvertent
557 disclosure of information that is protected under this
558 subparagraph if the information is included in an official
559 record of the association and is voluntarily provided by an
560 owner and not requested by the association.

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

563 7. The software and operating system used by the
564 association which allow the manipulation of data, even if the
565 owner owns a copy of the same software used by the association.
566 The data is part of the official records of the association.

567 8. All affirmative acknowledgments made pursuant to s.
568 719.108(3)(b)3.

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

571 719.108 Rents and assessments; liability; lien and
572 priority; interest; collection; cooperative ownership.—

573 (3) (a) Rents and assessments, and installments on them, not
574 paid when due bear interest at the rate provided in the
575 cooperative documents from the date due until paid. This rate
576 may not exceed the rate allowed by law and, if a rate is not
577 provided in the cooperative documents, accrues at 18 percent per
578 annum. If the cooperative documents or bylaws so provide, the
579 association may charge an administrative late fee in addition to
580 such interest, not to exceed the greater of \$25 or 5 percent of

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581 each installment of the assessment for each delinquent
582 installment that the payment is late. Any payment received by an
583 association must be applied first to any interest accrued by the
584 association, then to any administrative late fee, then to any
585 costs and reasonable attorney fees incurred in collection, and
586 then to the delinquent assessment. The foregoing applies
587 notwithstanding s. 673.3111, any purported accord and
588 satisfaction, or any restrictive endorsement, designation, or
589 instruction placed on or accompanying a payment. The preceding
590 sentence is intended to clarify existing law. A late fee is not
591 subject to chapter 687 or s. 719.303(4).

592 (b)1. If an association sends out an invoice for
593 assessments or a unit's statement of the account described in s.
594 719.104(2)(a)9.b., the invoice for assessments or the unit's
595 statement of account must be delivered to the unit owner by
596 first-class United States mail or by electronic transmission to
597 the unit owner's e-mail address maintained in the association's
598 official records.

599 2. Before changing the method of delivery for an invoice
600 for assessments or the statement of the account, the association
601 must deliver a written notice of such change to each unit owner.
602 The written notice must be delivered to the unit owner at least
603 30 days before the association sends the invoice for assessments
604 or the statement of the account by the new delivery method. The
605 notice must be sent by first-class United States mail to the
606 unit owner at his or her last address as reflected in the
607 association's records and, if such address is not the unit
608 address, must be sent by first-class United States mail to the
609 unit address. Notice is deemed to have been delivered upon

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610 mailing as required by this subparagraph.

611 3. A unit owner must affirmatively acknowledge his or her
612 understanding that the association will change its method of
613 delivery of the invoice for assessments or the unit's statement
614 of the account before the association may change the method of
615 delivering the invoice for assessments or the statement of the
616 account. The unit owner may make the affirmative acknowledgment
617 electronically or in writing.

618 (c) An association may not require payment of attorney fees
619 related to a past due assessment without first delivering a
620 written notice of late assessment to the owner which specifies
621 the amount owed the association and provides the unit owner an
622 opportunity to pay the amount owed without the assessment of
623 attorney fees. The notice of late assessment must be sent by
624 first-class United States mail to the unit owner at his or her
625 last address as reflected in the association's records and, if
626 such address is not the unit address, must also be sent by
627 first-class United States mail to the unit address. Notice is
628 deemed to have been delivered upon mailing as required by this
629 paragraph. A rebuttable presumption that an association mailed a
630 notice in accordance with this paragraph is established if a
631 board member, officer, or agent of the association, or a manager
632 licensed under part VIII of chapter 468, provides a sworn
633 affidavit attesting to such mailing. The notice must be in
634 substantially the following form:

635
636 NOTICE OF LATE ASSESSMENT

637
638 RE: Unit of ... (name of association)...

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

<u>Maintenance due ... (dates) ...</u>	<u>\$.....</u>
<u>Late fee, if applicable</u>	<u>\$.....</u>
<u>Interest through ... (dates) ...*</u>	<u>\$.....</u>
<u>TOTAL OUTSTANDING</u>	<u>\$.....</u>

*Interest accrues at the rate of percent per annum.

(4) The association has a lien on each cooperative parcel for any unpaid rents and assessments, plus interest, and any administrative late fees. If authorized by the cooperative documents, the lien also secures reasonable attorney fees incurred by the association incident to the collection of the rents and assessments or enforcement of such lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the cooperative parcel is located which states the description of the cooperative parcel, the name of the unit owner, the amount due, and the due dates. Except as otherwise provided in this chapter, a lien may not be filed by the association against a cooperative parcel until 45 ~~30~~ days after the date on which a notice of intent to file a lien has

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668 been delivered to the owner.

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

672
 673 NOTICE OF INTENT
 674 TO RECORD A CLAIM OF LIEN

675
 676 RE: Unit ...(unit number)... of ...(name of
 677 cooperative)...

678
 679 The following amounts are currently due on your
 680 account to ...(name of association)..., and must be
 681 paid within 45 ~~30~~ days after your receipt of this
 682 letter. This letter shall serve as the association's
 683 notice of intent to record a Claim of Lien against
 684 your property no sooner than 45 ~~30~~ days after your
 685 receipt of this letter, unless you pay in full the
 686 amounts set forth below:

687

688	Maintenance due ...(dates)...	\$.....
689	Late fee, if applicable	\$.....
690	Interest through ...(dates)...*	\$.....
691	Certified mail charges	\$.....
692	Other costs	\$.....
693	TOTAL OUTSTANDING	\$.....

694
 695 *Interest accrues at the rate of percent per
 696 annum.

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697 1. If the most recent address of the unit owner on the
698 records of the association is the address of the unit, the
699 notice must be sent by certified mail, return receipt requested,
700 to the unit owner at the address of the unit.

701 2. If the most recent address of the unit owner on the
702 records of the association is in the United States, but is not
703 the address of the unit, the notice must be sent by certified
704 mail, return receipt requested, to the unit owner at his or her
705 most recent address.

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

710 (b) A notice that is sent pursuant to this subsection is
711 deemed delivered upon mailing. A claim of lien must be executed
712 and acknowledged by an officer or authorized agent of the
713 association. The lien is not effective 1 year after the claim of
714 lien was recorded unless, within that time, an action to enforce
715 the lien is commenced. The 1-year period is automatically
716 extended for any length of time during which the association is
717 prevented from filing a foreclosure action by an automatic stay
718 resulting from a bankruptcy petition filed by the parcel owner
719 or any other person claiming an interest in the parcel. The
720 claim of lien secures all unpaid rents and assessments that are
721 due and that may accrue after the claim of lien is recorded and
722 through the entry of a final judgment, as well as interest and
723 all reasonable costs and attorney fees incurred by the
724 association incident to the collection process. Upon payment in
725 full, the person making the payment is entitled to a

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726 satisfaction of the lien.

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

731

732 NOTICE OF CONTEST OF LIEN

733

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

735

736 You are notified that the undersigned contests the
737 claim of lien filed by you on, ...(year)..., and
738 recorded in Official Records Book at Page,
739 of the public records of County, Florida, and
740 that the time within which you may file suit to
741 enforce your lien is limited to 90 days from the date
742 of service of this notice. Executed this day of
743, ...(year)....

744 Signed: ...(Owner or Attorney)...

745

746 After notice of contest of lien has been recorded, the clerk of
747 the circuit court shall mail a copy of the recorded notice to
748 the association by certified mail, return receipt requested, at
749 the address shown in the claim of lien or most recent amendment
750 to it and shall certify to the service on the face of the
751 notice. Service is complete upon mailing. After service, the
752 association has 90 days in which to file an action to enforce
753 the lien. If the action is not filed within the 90-day period,
754 the lien is void. However, the 90-day period shall be extended

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755 for any length of time during which the association is prevented
 756 from filing its action because of an automatic stay resulting
 757 from the filing of a bankruptcy petition by the unit owner or by
 758 any other person claiming an interest in the parcel.

759 (d) A release of lien must be in substantially the
 760 following form:

761
 762 RELEASE OF LIEN
 763

764 The undersigned lienor, in consideration of the final payment in
 765 the amount of \$...., hereby waives and releases its lien and
 766 right to claim a lien for unpaid assessments through,
 767 ...(year)..., recorded in the Official Records Book at Page
 768, of the public records of County, Florida, for the
 769 following described real property:

770
 771 THAT COOPERATIVE PARCEL WHICH INCLUDES UNIT NO.
 772 OF ...(NAME OF COOPERATIVE)..., A COOPERATIVE AS SET
 773 FORTH IN THE COOPERATIVE DOCUMENTS AND THE EXHIBITS
 774 ANNEXED THERETO AND FORMING A PART THEREOF, RECORDED
 775 IN OFFICIAL RECORDS BOOK, PAGE, OF THE
 776 PUBLIC RECORDS OF COUNTY, FLORIDA.
 777

778 ...(Signature of Authorized Agent)... ...(Signature of
 779 Witness)...

780 ...(Print Name)... ...(Print Name)...

781
 782 ...(Signature of Witness)...

783 ...(Print Name)...

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784
785 Sworn to (or affirmed) and subscribed before me this day of
786, ...(year)..., by ...(name of person making statement)....
787 ...(Signature of Notary Public)...
788 ...(Print, type, or stamp commissioned name of Notary Public)...
789 Personally Known OR Produced as identification.

790 Section 6. Present paragraph (1) of subsection (4) of
791 section 720.303, Florida Statutes, is redesignated as paragraph
792 (m), a new paragraph (1) is added to that subsection, and
793 paragraph (c) of subsection (5) of that section is amended, to
794 read:

795 720.303 Association powers and duties; meetings of board;
796 official records; budgets; financial reporting; association
797 funds; recalls.—

798 (4) OFFICIAL RECORDS.—The association shall maintain each
799 of the following items, when applicable, which constitute the
800 official records of the association:

801 (1) All affirmative acknowledgments made pursuant to s.
802 720.3085(3)(c)3.

803 (5) INSPECTION AND COPYING OF RECORDS.—The official records
804 shall be maintained within the state for at least 7 years and
805 shall be made available to a parcel owner for inspection or
806 photocopying within 45 miles of the community or within the
807 county in which the association is located within 10 business
808 days after receipt by the board or its designee of a written
809 request. This subsection may be complied with by having a copy
810 of the official records available for inspection or copying in
811 the community or, at the option of the association, by making
812 the records available to a parcel owner electronically via the

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813 Internet or by allowing the records to be viewed in electronic
814 format on a computer screen and printed upon request. If the
815 association has a photocopy machine available where the records
816 are maintained, it must provide parcel owners with copies on
817 request during the inspection if the entire request is limited
818 to no more than 25 pages. An association shall allow a member or
819 his or her authorized representative to use a portable device,
820 including a smartphone, tablet, portable scanner, or any other
821 technology capable of scanning or taking photographs, to make an
822 electronic copy of the official records in lieu of the
823 association's providing the member or his or her authorized
824 representative with a copy of such records. The association may
825 not charge a fee to a member or his or her authorized
826 representative for the use of a portable device.

827 (c) The association may adopt reasonable written rules
828 governing the frequency, time, location, notice, records to be
829 inspected, and manner of inspections, but may not require a
830 parcel owner to demonstrate any proper purpose for the
831 inspection, state any reason for the inspection, or limit a
832 parcel owner's right to inspect records to less than one 8-hour
833 business day per month. The association may impose fees to cover
834 the costs of providing copies of the official records, including
835 the costs of copying and the costs required for personnel to
836 retrieve and copy the records if the time spent retrieving and
837 copying the records exceeds one-half hour and if the personnel
838 costs do not exceed \$20 per hour. Personnel costs may not be
839 charged for records requests that result in the copying of 25 or
840 fewer pages. The association may charge up to 25 cents per page
841 for copies made on the association's photocopier. If the

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842 association does not have a photocopy machine available where
843 the records are kept, or if the records requested to be copied
844 exceed 25 pages in length, the association may have copies made
845 by an outside duplicating service and may charge the actual cost
846 of copying, as supported by the vendor invoice. The association
847 shall maintain an adequate number of copies of the recorded
848 governing documents, to ensure their availability to members and
849 prospective members. Notwithstanding this paragraph, the
850 following records are not accessible to members or parcel
851 owners:

852 1. Any record protected by the lawyer-client privilege as
853 described in s. 90.502 and any record protected by the work-
854 product privilege, including, but not limited to, a record
855 prepared by an association attorney or prepared at the
856 attorney's express direction which reflects a mental impression,
857 conclusion, litigation strategy, or legal theory of the attorney
858 or the association and which was prepared exclusively for civil
859 or criminal litigation or for adversarial administrative
860 proceedings or which was prepared in anticipation of such
861 litigation or proceedings until the conclusion of the litigation
862 or proceedings.

863 2. Information obtained by an association in connection
864 with the approval of the lease, sale, or other transfer of a
865 parcel.

866 3. Personnel records of association or management company
867 employees, including, but not limited to, disciplinary, payroll,
868 health, and insurance records. For purposes of this
869 subparagraph, the term "personnel records" does not include
870 written employment agreements with an association or management

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871 company employee or budgetary or financial records that indicate
872 the compensation paid to an association or management company
873 employee.

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

875 5. Social security numbers, driver license numbers, credit
876 card numbers, electronic mailing addresses, telephone numbers,
877 facsimile numbers, emergency contact information, any addresses
878 for a parcel owner other than as provided for association notice
879 requirements, and other personal identifying information of any
880 person, excluding the person's name, parcel designation, mailing
881 address, and property address. Notwithstanding the restrictions
882 in this subparagraph, an association may print and distribute to
883 parcel owners a directory containing the name, parcel address,
884 and all telephone numbers of each parcel owner. However, an
885 owner may exclude his or her telephone numbers from the
886 directory by so requesting in writing to the association. An
887 owner may consent in writing to the disclosure of other contact
888 information described in this subparagraph. The association is
889 not liable for the disclosure of information that is protected
890 under this subparagraph if the information is included in an
891 official record of the association and is voluntarily provided
892 by an owner and not requested by the association.

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

895 7. The software and operating system used by the
896 association which allows the manipulation of data, even if the
897 owner owns a copy of the same software used by the association.
898 The data is part of the official records of the association.

899 8. All affirmative acknowledgments made pursuant to s.

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900 720.3085(3)(c)3.

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

903 720.3085 Payment for assessments; lien claims.—

904 (3) Assessments and installments on assessments that are
905 not paid when due bear interest from the due date until paid at
906 the rate provided in the declaration of covenants or the bylaws
907 of the association, which rate may not exceed the rate allowed
908 by law. If no rate is provided in the declaration or bylaws,
909 interest accrues at the rate of 18 percent per year.

910 (c)1. If an association sends out an invoice for
911 assessments or a parcel's statement of the account described in
912 s. 720.303(4)(j)2., the invoice for assessments or the parcel's
913 statement of account must be delivered to the parcel owner by
914 first-class United States mail or by electronic transmission to
915 the parcel owner's e-mail address maintained in the
916 association's official records.

917 2. Before changing the method of delivery for an invoice
918 for assessments or the statement of the account, the association
919 must deliver a written notice of such change to each parcel
920 owner. The written notice must be delivered to the parcel owner
921 at least 30 days before the association sends the invoice for
922 assessments or the statement of the account by the new delivery
923 method. The notice must be sent by first-class United States
924 mail to the owner at his or her last address as reflected in the
925 association's records and, if such address is not the parcel
926 address, must be sent by first-class United States mail to the
927 parcel address. Notice is deemed to have been delivered upon
928 mailing as required by this subparagraph.

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929 3. A parcel owner must affirmatively acknowledge his or her
930 understanding that the association will change its method of
931 delivery of the invoice for assessments or the statement of the
932 account before the association may change the method of
933 delivering an invoice for assessments or the statement of
934 account. The parcel owner may make the affirmative
935 acknowledgment electronically or in writing.

936 (d) An association may not require payment of attorney fees
937 related to a past due assessment without first delivering a
938 written notice of late assessment to the parcel owner which
939 specifies the amount owed the association and provides the
940 parcel owner an opportunity to pay the amount owed without the
941 assessment of attorney fees. The notice of late assessment must
942 be sent by first-class United States mail to the owner at his or
943 her last address as reflected in the association's records and,
944 if such address is not the parcel address, must also be sent by
945 first-class United States mail to the parcel address. Notice is
946 deemed to have been delivered upon mailing as required by this
947 paragraph. A rebuttable presumption that an association mailed a
948 notice in accordance with this paragraph is established if a
949 board member, officer, or agent of the association, or a manager
950 licensed under part VIII of chapter 468, provides a sworn
951 affidavit attesting to such mailing. The notice must be in
952 substantially the following form:

953
954 NOTICE OF LATE ASSESSMENT

955
956 RE: Parcel of ...(name of association)...
957

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958 The following amounts are currently due on your
 959 account to ...(name of association)..., and must be
 960 paid within 30 days after the date of this letter.
 961 This letter shall serve as the association's notice to
 962 proceed with further collection action against your
 963 property no sooner than 30 days after the date of this
 964 letter, unless you pay in full the amounts set forth
 965 below:

966		
967	<u>Maintenance due ...(dates)...</u>	<u>\$.....</u>
968	<u>Late fee, if applicable</u>	<u>\$.....</u>
969	<u>Interest through ...(dates)...*</u>	<u>\$.....</u>
970	<u>TOTAL OUTSTANDING</u>	<u>\$.....</u>

971

972 *Interest accrues at the rate of percent per annum.

973 Section 8. This act shall take effect July 1, 2021.