



Amendment No. 1.

16           2. A photocopy of the recorded declaration of condominium  
17 of each condominium operated by the association and each  
18 amendment to each declaration.

19           3. A photocopy of the recorded bylaws of the association  
20 and each amendment to the bylaws.

21           4. A certified copy of the articles of incorporation of  
22 the association, or other documents creating the association,  
23 and each amendment thereto.

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

25           6. A book or books that contain the minutes of all  
26 meetings of the association, the board of administration, and  
27 the unit owners.

28           7. A current roster of all unit owners and their mailing  
29 addresses, unit identifications, voting certifications, and, if  
30 known, telephone numbers. The association shall also maintain  
31 the e-mail addresses and facsimile numbers of unit owners  
32 consenting to receive notice by electronic transmission. The e-  
33 mail addresses and facsimile numbers are not accessible to unit  
34 owners if consent to receive notice by electronic transmission  
35 is not provided in accordance with sub-subparagraph (c)3.e.  
36 However, the association is not liable for an inadvertent  
37 disclosure of the e-mail address or facsimile number for  
38 receiving electronic transmission of notices.

39           8. All current insurance policies of the association and  
40 condominiums operated by the association.

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41           9. A current copy of any management agreement, lease, or  
42 other contract to which the association is a party or under  
43 which the association or the unit owners have an obligation or  
44 responsibility.

45           10. Bills of sale or transfer for all property owned by  
46 the association.

47           11. Accounting records for the association and separate  
48 accounting records for each condominium that the association  
49 operates. Any person who knowingly or intentionally defaces or  
50 destroys such records, or who knowingly or intentionally fails  
51 to create or maintain such records, with the intent of causing  
52 harm to the association or one or more of its members, is  
53 personally subject to a civil penalty pursuant to s.  
54 718.501(1)(d). The accounting records must include, but are not  
55 limited to:

56           a. Accurate, itemized, and detailed records of all  
57 receipts and expenditures.

58           b. A current account and a monthly, bimonthly, or  
59 quarterly statement of the account for each unit designating the  
60 name of the unit owner, the due date and amount of each  
61 assessment, the amount paid on the account, and the balance due.

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

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64 d. All contracts for work to be performed. Bids for work  
65 to be performed are also considered official records and must be  
66 maintained by the association.

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

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

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

76 ~~15. All other written records of the association not~~  
77 ~~specifically included in the foregoing which are related to the~~  
78 ~~operation of the association.~~

79 ~~16.~~ A copy of the inspection report as described in s.  
80 718.301(4)(p).

81 ~~16.17.~~ Bids for materials, equipment, or services.

82 17. All affirmative acknowledgments made pursuant to s.  
83 718.121(4)(c).

84 18. All other written records of the association not  
85 specifically included in the foregoing which are related to the  
86 operation of the association.

87 (c)1. The official records of the association are open to  
88 inspection by any association member or the authorized

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89 representative of such member at all reasonable times. The right  
90 to inspect the records includes the right to make or obtain  
91 copies, at the reasonable expense, if any, of the member or  
92 authorized representative of such member. A renter of a unit has  
93 a right to inspect and copy the association's bylaws and rules.  
94 The association may adopt reasonable rules regarding the  
95 frequency, time, location, notice, and manner of record  
96 inspections and copying. The failure of an association to  
97 provide the records within 10 working days after receipt of a  
98 written request creates a rebuttable presumption that the  
99 association willfully failed to comply with this paragraph. A  
100 unit owner who is denied access to official records is entitled  
101 to the actual damages or minimum damages for the association's  
102 willful failure to comply. Minimum damages are \$50 per calendar  
103 day for up to 10 days, beginning on the 11th working day after  
104 receipt of the written request. The failure to permit inspection  
105 entitles any person prevailing in an enforcement action to  
106 recover reasonable attorney fees from the person in control of  
107 the records who, directly or indirectly, knowingly denied access  
108 to the records.

109       2. Any person who knowingly or intentionally defaces or  
110 destroys accounting records that are required by this chapter to  
111 be maintained during the period for which such records are  
112 required to be maintained, or who knowingly or intentionally  
113 fails to create or maintain accounting records that are required

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114 to be created or maintained, with the intent of causing harm to  
115 the association or one or more of its members, is personally  
116 subject to a civil penalty pursuant to s. 718.501(1)(d).

117 3. The association shall maintain an adequate number of  
118 copies of the declaration, articles of incorporation, bylaws,  
119 and rules, and all amendments to each of the foregoing, as well  
120 as the question and answer sheet as described in s. 718.504 and  
121 year-end financial information required under this section, on  
122 the condominium property to ensure their availability to unit  
123 owners and prospective purchasers, and may charge its actual  
124 costs for preparing and furnishing these documents to those  
125 requesting the documents. An association shall allow a member or  
126 his or her authorized representative to use a portable device,  
127 including a smartphone, tablet, portable scanner, or any other  
128 technology capable of scanning or taking photographs, to make an  
129 electronic copy of the official records in lieu of the  
130 association's providing the member or his or her authorized  
131 representative with a copy of such records. The association may  
132 not charge a member or his or her authorized representative for  
133 the use of a portable device. Notwithstanding this paragraph,  
134 the following records are not accessible to unit owners:

135 a. Any record protected by the lawyer-client privilege as  
136 described in s. 90.502 and any record protected by the work-  
137 product privilege, including a record prepared by an association  
138 attorney or prepared at the attorney's express direction, which

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139 reflects a mental impression, conclusion, litigation strategy,  
140 or legal theory of the attorney or the association, and which  
141 was prepared exclusively for civil or criminal litigation or for  
142 adversarial administrative proceedings, or which was prepared in  
143 anticipation of such litigation or proceedings until the  
144 conclusion of the litigation or proceedings.

145 b. Information obtained by an association in connection  
146 with the approval of the lease, sale, or other transfer of a  
147 unit.

148 c. Personnel records of association or management company  
149 employees, including, but not limited to, disciplinary, payroll,  
150 health, and insurance records. For purposes of this sub-  
151 subparagraph, the term "personnel records" does not include  
152 written employment agreements with an association employee or  
153 management company, or budgetary or financial records that  
154 indicate the compensation paid to an association employee.

155 d. Medical records of unit owners.

156 e. Social security numbers, driver license numbers, credit  
157 card numbers, e-mail addresses, telephone numbers, facsimile  
158 numbers, emergency contact information, addresses of a unit  
159 owner other than as provided to fulfill the association's notice  
160 requirements, and other personal identifying information of any  
161 person, excluding the person's name, unit designation, mailing  
162 address, property address, and any address, e-mail address, or  
163 facsimile number provided to the association to fulfill the

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164 association's notice requirements. Notwithstanding the  
165 restrictions in this sub-subparagraph, an association may print  
166 and distribute to parcel owners a directory containing the name,  
167 parcel address, and all telephone numbers of each parcel owner.  
168 However, an owner may exclude his or her telephone numbers from  
169 the directory by so requesting in writing to the association. An  
170 owner may consent in writing to the disclosure of other contact  
171 information described in this sub-subparagraph. The association  
172 is not liable for the inadvertent disclosure of information that  
173 is protected under this sub-subparagraph if the information is  
174 included in an official record of the association and is  
175 voluntarily provided by an owner and not requested by the  
176 association.

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

179 g. The software and operating system used by the  
180 association which allow the manipulation of data, even if the  
181 owner owns a copy of the same software used by the association.  
182 The data is part of the official records of the association.

183 h. All affirmative acknowledgments made pursuant to s.  
184 718.121(4)(c).

185 Section 2. Paragraph (b) of subsection (6) of section  
186 718.116, Florida Statutes, is amended to read:

187 718.116 Assessments; liability; lien and priority;  
188 interest; collection.—

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189 (6)  
190 (b) No foreclosure judgment may be entered until at least  
191 45 ~~30~~ days after the association gives written notice to the  
192 unit owner of its intention to foreclose its lien to collect the  
193 unpaid assessments. The notice must be in substantially the  
194 following form:

## DELINQUENT ASSESSMENT

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

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

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212 Any questions concerning this matter should be  
213 directed to ...(insert name, addresses, and telephone  
214 numbers of association representative)....  
215

216 If this notice is not given at least 45 ~~30~~ days before the  
217 foreclosure action is filed, and if the unpaid assessments,  
218 including those coming due after the claim of lien is recorded,  
219 are paid before the entry of a final judgment of foreclosure,  
220 the association shall not recover attorney ~~attorney's~~ fees or  
221 costs. The notice must be given by delivery of a copy of it to  
222 the unit owner or by certified or registered mail, return  
223 receipt requested, addressed to the unit owner at his or her  
224 last known address; and, upon such mailing, the notice shall be  
225 deemed to have been given, and the court shall proceed with the  
226 foreclosure action and may award attorney ~~attorney's~~ fees and  
227 costs as permitted by law. The notice requirements of this  
228 subsection are satisfied if the unit owner records a notice of  
229 contest of lien as provided in subsection (5). The notice  
230 requirements of this subsection do not apply if an action to  
231 foreclose a mortgage on the condominium unit is pending before  
232 any court; if the rights of the association would be affected by  
233 such foreclosure; and if actual, constructive, or substitute  
234 service of process has been made on the unit owner.

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

238 718.121 Liens.—

239 (4)(a) If an association sends out an invoice for  
240 assessments or a unit's statement of the account described in s.  
241 718.111(12), the invoice for assessments or the unit's statement  
242 of account must be delivered to the unit owner by first-class  
243 United States mail or by electronic transmission to the unit  
244 owner's e-mail address maintained in the association's official  
245 records.

246 (b) Before changing the method of delivery for an invoice  
247 for assessments or the statement of the account, the association  
248 must deliver a written notice of such change to each unit owner.  
249 The written notice must be delivered to the unit owner at least  
250 30 days before the association sends the invoice for assessments  
251 or the statement of the account by the new delivery method. The  
252 notice must be sent by first-class United States mail to the  
253 unit owner at his or her last address as reflected in the  
254 association's records and, if such address is not the unit  
255 address, must be sent by first-class United States mail to the  
256 unit address. Notice is deemed to have been delivered upon  
257 mailing as required by this paragraph.

258 (c) A unit owner must affirmatively acknowledge his or her  
259 understanding that the association will change its method of

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260 delivery of the invoice for assessments or the unit's statement  
261 of the account before the association may change the method of  
262 delivering the statement of the account. The unit owner may make  
263 the affirmative acknowledgment electronically or in writing.

264 (5) An association may not require payment of attorney  
265 fees related to a past due assessment without first delivering a  
266 written notice of late assessment to the unit owner which  
267 specifies the amount owed the association and provides the unit  
268 owner an opportunity to pay the amount owed without the  
269 assessment of attorney fees. The notice of late assessment must  
270 be sent by first-class United States mail to the unit owner at  
271 his or her last address as reflected in the association's  
272 records and, if such address is not the unit address, must also  
273 be sent by first-class United States mail to the unit address.  
274 Notice is deemed to have been delivered upon mailing as required  
275 by this subsection. A rebuttable presumption that an association  
276 mailed a notice in accordance with this subsection is  
277 established if a board member, officer, or agent of the  
278 association, or a manager licensed under part VIII of chapter  
279 468, provides a sworn affidavit attesting to such mailing. The  
280 notice must be in substantially the following form:

281  
282 NOTICE OF LATE ASSESSMENT

283  
284 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 of its intent 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.

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

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310 ~~and delivered to the owner at the address of the unit if the~~  
311 ~~owner's address as reflected in the records of the association~~  
312 ~~is not the unit address. If the address reflected in the records~~  
313 ~~is outside the United States, sending the notice to that address~~  
314 ~~and to the unit address by first-class United States mail is~~  
315 ~~sufficient.~~ Delivery of the notice shall be deemed given upon  
316 mailing as required by this subsection. The notice must be in  
317 substantially the following form:

318  
319 NOTICE OF INTENT  
320 TO RECORD A CLAIM OF LIEN  
321

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

323  
324 The following amounts are currently due on your  
325 account to ...(name of association)..., and must be  
326 paid within 45 ~~30~~ days after your receipt of this  
327 letter. This letter shall serve as the association's  
328 notice of intent to record a Claim of Lien against  
329 your property no sooner than 45 ~~30~~ days after your  
330 receipt of this letter, unless you pay in full the  
331 amounts set forth below:

332  
333 Maintenance due ...(dates)... \$.....  
334 Late fee, if applicable \$.....

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335	Interest through ... (dates) ... *	\$.....
336	Certified mail charges	\$.....
337	Other costs	\$.....
338	TOTAL OUTSTANDING	\$.....

339

340 \*Interest accrues at the rate of .... percent per  
 341 annum.

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

344 719.104 Cooperatives; access to units; records; financial  
 345 reports; assessments; purchase of leases.-

346 (2) OFFICIAL RECORDS.-

347 (a) From the inception of the association, the association  
 348 shall maintain a copy of each of the following, where  
 349 applicable, which shall constitute the official records of the  
 350 association:

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

353 2. A photocopy of the cooperative documents.

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

355 4. A book or books containing the minutes of all meetings  
 356 of the association, of the board of directors, and of the unit  
 357 owners.

358 5. A current roster of all unit owners and their mailing  
 359 addresses, unit identifications, voting certifications, and, if

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360 known, telephone numbers. The association shall also maintain  
361 the e-mail addresses and the numbers designated by unit owners  
362 for receiving notice sent by electronic transmission of those  
363 unit owners consenting to receive notice by electronic  
364 transmission. The e-mail addresses and numbers provided by unit  
365 owners to receive notice by electronic transmission shall be  
366 removed from association records when consent to receive notice  
367 by electronic transmission is revoked. However, the association  
368 is not liable for an erroneous disclosure of the e-mail address  
369 or the number for receiving electronic transmission of notices.

370 6. All current insurance policies of the association.

371 7. A current copy of any management agreement, lease, or  
372 other contract to which the association is a party or under  
373 which the association or the unit owners have an obligation or  
374 responsibility.

375 8. Bills of sale or transfer for all property owned by the  
376 association.

377 9. Accounting records for the association and separate  
378 accounting records for each unit it operates, according to good  
379 accounting practices. The accounting records shall include, but  
380 not be limited to:

381 a. Accurate, itemized, and detailed records of all  
382 receipts and expenditures.

383 b. A current account and a monthly, bimonthly, or  
384 quarterly statement of the account for each unit designating the



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385 name of the unit owner, the due date and amount of each  
386 assessment, the amount paid upon the account, and the balance  
387 due.

388 c. All audits, reviews, accounting statements, and  
389 financial reports of the association.

390 d. All contracts for work to be performed. Bids for work  
391 to be performed shall also be considered official records and  
392 shall be maintained for a period of 1 year.

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

397 11. All rental records where the association is acting as  
398 agent for the rental of units.

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

401 13. All affirmative acknowledgments made pursuant to s.  
402 719.108(3)(b)3.

403 14. All other written records of the association not  
404 specifically included in the foregoing which are related to the  
405 operation of the association.

406 (c) The official records of the association are open to  
407 inspection by any association member or the authorized  
408 representative of such member at all reasonable times. The right  
409 to inspect the records includes the right to make or obtain

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410 copies, at the reasonable expense, if any, of the association  
411 member. The association may adopt reasonable rules regarding the  
412 frequency, time, location, notice, and manner of record  
413 inspections and copying. The failure of an association to  
414 provide the records within 10 working days after receipt of a  
415 written request creates a rebuttable presumption that the  
416 association willfully failed to comply with this paragraph. A  
417 unit owner who is denied access to official records is entitled  
418 to the actual damages or minimum damages for the association's  
419 willful failure to comply. The minimum damages are \$50 per  
420 calendar day for up to 10 days, beginning on the 11th working  
421 day after receipt of the written request. The failure to permit  
422 inspection entitles any person prevailing in an enforcement  
423 action to recover reasonable attorney fees from the person in  
424 control of the records who, directly or indirectly, knowingly  
425 denied access to the records. Any person who knowingly or  
426 intentionally defaces or destroys accounting records that are  
427 required by this chapter to be maintained during the period for  
428 which such records are required to be maintained, or who  
429 knowingly or intentionally fails to create or maintain  
430 accounting records that are required to be created or  
431 maintained, with the intent of causing harm to the association  
432 or one or more of its members, is personally subject to a civil  
433 penalty pursuant to s. 719.501(1)(d). The association shall  
434 maintain an adequate number of copies of the declaration,

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435 articles of incorporation, bylaws, and rules, and all amendments  
436 to each of the foregoing, as well as the question and answer  
437 sheet as described in s. 719.504 and year-end financial  
438 information required by the department, on the cooperative  
439 property to ensure their availability to unit owners and  
440 prospective purchasers, and may charge its actual costs for  
441 preparing and furnishing these documents to those requesting the  
442 same. An association shall allow a member or his or her  
443 authorized representative to use a portable device, including a  
444 smartphone, tablet, portable scanner, or any other technology  
445 capable of scanning or taking photographs, to make an electronic  
446 copy of the official records in lieu of the association  
447 providing the member or his or her authorized representative  
448 with a copy of such records. The association may not charge a  
449 member or his or her authorized representative for the use of a  
450 portable device. Notwithstanding this paragraph, the following  
451 records shall not be accessible to unit owners:

452       1. Any record protected by the lawyer-client privilege as  
453 described in s. 90.502 and any record protected by the work-  
454 product privilege, including any record prepared by an  
455 association attorney or prepared at the attorney's express  
456 direction which reflects a mental impression, conclusion,  
457 litigation strategy, or legal theory of the attorney or the  
458 association, and which was prepared exclusively for civil or  
459 criminal litigation or for adversarial administrative

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460 proceedings, or which was prepared in anticipation of such  
461 litigation or proceedings until the conclusion of the litigation  
462 or proceedings.

463 2. Information obtained by an association in connection  
464 with the approval of the lease, sale, or other transfer of a  
465 unit.

466 3. Personnel records of association or management company  
467 employees, including, but not limited to, disciplinary, payroll,  
468 health, and insurance records. For purposes of this  
469 subparagraph, the term "personnel records" does not include  
470 written employment agreements with an association employee or  
471 management company, or budgetary or financial records that  
472 indicate the compensation paid to an association employee.

473 4. Medical records of unit owners.

474 5. Social security numbers, driver license numbers, credit  
475 card numbers, e-mail addresses, telephone numbers, facsimile  
476 numbers, emergency contact information, addresses of a unit  
477 owner other than as provided to fulfill the association's notice  
478 requirements, and other personal identifying information of any  
479 person, excluding the person's name, unit designation, mailing  
480 address, property address, and any address, e-mail address, or  
481 facsimile number provided to the association to fulfill the  
482 association's notice requirements. Notwithstanding the  
483 restrictions in this subparagraph, an association may print and  
484 distribute to unit ~~parcel~~ owners a directory containing the

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485 name, unit ~~parcel~~ address, and all telephone numbers of each  
486 unit ~~parcel~~ owner. However, an owner may exclude his or her  
487 telephone numbers from the directory by so requesting in writing  
488 to the association. An owner may consent in writing to the  
489 disclosure of other contact information described in this  
490 subparagraph. The association is not liable for the inadvertent  
491 disclosure of information that is protected under this  
492 subparagraph if the information is included in an official  
493 record of the association and is voluntarily provided by an  
494 owner and not requested by the association.

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

497 7. The software and operating system used by the  
498 association which allow the manipulation of data, even if the  
499 owner owns a copy of the same software used by the association.  
500 The data is part of the official records of the association.

501 8. All affirmative acknowledgments made pursuant to s.  
502 719.108(3)(b)3.

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

505 719.108 Rents and assessments; liability; lien and  
506 priority; interest; collection; cooperative ownership.—

507 (3) (a) Rents and assessments, and installments on them,  
508 not paid when due bear interest at the rate provided in the  
509 cooperative documents from the date due until paid. This rate

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510 may not exceed the rate allowed by law and, if a rate is not  
511 provided in the cooperative documents, accrues at 18 percent per  
512 annum. If the cooperative documents or bylaws so provide, the  
513 association may charge an administrative late fee in addition to  
514 such interest, not to exceed the greater of \$25 or 5 percent of  
515 each installment of the assessment for each delinquent  
516 installment that the payment is late. Any payment received by an  
517 association must be applied first to any interest accrued by the  
518 association, then to any administrative late fee, then to any  
519 costs and reasonable attorney fees incurred in collection, and  
520 then to the delinquent assessment. The foregoing applies  
521 notwithstanding s. 673.3111, any purported accord and  
522 satisfaction, or any restrictive endorsement, designation, or  
523 instruction placed on or accompanying a payment. The preceding  
524 sentence is intended to clarify existing law. A late fee is not  
525 subject to chapter 687 or s. 719.303(4).

526 (b)1. If an association sends out an invoice for  
527 assessments or a unit's statement of the account described in s.  
528 719.104(2)(a)9.b., the invoice for assessments or the unit's  
529 statement of account must be delivered to the unit owner by  
530 first-class United States mail or by electronic transmission to  
531 the unit owner's e-mail address maintained in the association's  
532 official records.

533 2. Before changing the method of delivery for an invoice  
534 for assessments or the statement of the account, the association

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535 must deliver a written notice of such change to each unit owner.  
536 The written notice must be delivered to the unit owner at least  
537 30 days before the association sends the invoice for assessments  
538 or the statement of the account by the new delivery method. The  
539 notice must be sent by first-class United States mail to the  
540 unit owner at his or her last address as reflected in the  
541 association's records and, if such address is not the unit  
542 address, must be sent by first-class United States mail to the  
543 unit address. Notice is deemed to have been delivered upon  
544 mailing as required by this subparagraph.

545 3. A unit owner must affirmatively acknowledge his or her  
546 understanding that the association will change its method of  
547 delivery of the invoice for assessments or the unit's statement  
548 of the account before the association may change the method of  
549 delivering the invoice for assessments or the statement of the  
550 account. The unit owner may make the affirmative acknowledgment  
551 electronically or in writing.

552 (c) An association may not require payment of attorney  
553 fees related to a past due assessment without first delivering a  
554 written notice of late assessment to the owner which specifies  
555 the amount owed the association and provides the unit owner an  
556 opportunity to pay the amount owed without the assessment of  
557 attorney fees. The notice of late assessment must be sent by  
558 first-class United States mail to the unit owner at his or her  
559 last address as reflected in the association's records and, if

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560 such address is not the unit address, must also be sent by  
561 first-class United States mail to the unit address. Notice is  
562 deemed to have been delivered upon mailing as required by this  
563 paragraph. A rebuttable presumption that an association mailed a  
564 notice in accordance with this subsection is established if a  
565 board member, officer, or agent of the association, or a manager  
566 licensed under part VIII of chapter 468, provides a sworn  
567 affidavit attesting to such mailing. The notice must be in  
568 substantially the following form:

569  
570 NOTICE OF LATE ASSESSMENT

571  
572 RE: Unit .... of ...(name of association)...

573  
574 The following amounts are currently due on your  
575 account to ...(name of association)..., and must be  
576 paid within 30 days of the date of this letter. This  
577 letter shall serve as the association's notice to  
578 proceed with further collection action against your  
579 property no sooner than 30 days of the date of this  
580 letter, unless you pay in full the amounts set forth  
581 below:

582  
583 Maintenance due ...(dates)... \$.....  
584 Late fee, if applicable \$.....





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610 RE: Unit ...(unit number)... of ...(name of  
 611 cooperative)...

612  
 613 The following amounts are currently due on your  
 614 account to ...(name of association)..., and must be  
 615 paid within 45 ~~30~~ days after your receipt of this  
 616 letter. This letter shall serve as the association's  
 617 notice of intent to record a Claim of Lien against  
 618 your property no sooner than 45 ~~30~~ days after your  
 619 receipt of this letter, unless you pay in full the  
 620 amounts set forth below:

621		
622	Maintenance due ...(dates)...	\$.....
623	Late fee, if applicable	\$.....
624	Interest through ...(dates)...*	\$.....
625	Certified mail charges	\$.....
626	Other costs	\$.....
627	TOTAL OUTSTANDING	\$.....
628		

629 \*Interest accrues at the rate of .... percent per  
 630 annum.

631 1. If the most recent address of the unit owner on the  
 632 records of the association is the address of the unit, the  
 633 notice must be sent by certified mail, return receipt requested,  
 634 to the unit owner at the address of the unit.

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635           2. If the most recent address of the unit owner on the  
636 records of the association is in the United States, but is not  
637 the address of the unit, the notice must be sent by certified  
638 mail, return receipt requested, to the unit owner at his or her  
639 most recent address.

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

644           (b) A notice that is sent pursuant to this subsection is  
645 deemed delivered upon mailing. A claim of lien must be executed  
646 and acknowledged by an officer or authorized agent of the  
647 association. The lien is not effective 1 year after the claim of  
648 lien was recorded unless, within that time, an action to enforce  
649 the lien is commenced. The 1-year period is automatically  
650 extended for any length of time during which the association is  
651 prevented from filing a foreclosure action by an automatic stay  
652 resulting from a bankruptcy petition filed by the parcel owner  
653 or any other person claiming an interest in the parcel. The  
654 claim of lien secures all unpaid rents and assessments that are  
655 due and that may accrue after the claim of lien is recorded and  
656 through the entry of a final judgment, as well as interest and  
657 all reasonable costs and attorney fees incurred by the  
658 association incident to the collection process. Upon payment in

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659 full, the person making the payment is entitled to a  
660 satisfaction of the lien.

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

665

666 NOTICE OF CONTEST OF LIEN

667

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

669

670 You are notified that the undersigned contests the  
671 claim of lien filed by you on ....., ...(year)..., and  
672 recorded in Official Records Book .... at Page .....,  
673 of the public records of .... County, Florida, and  
674 that the time within which you may file suit to  
675 enforce your lien is limited to 90 days from the date  
676 of service of this notice. Executed this .... day of  
677 ....., ...(year)....

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

679

680 After notice of contest of lien has been recorded, the clerk of  
681 the circuit court shall mail a copy of the recorded notice to  
682 the association by certified mail, return receipt requested, at  
683 the address shown in the claim of lien or most recent amendment

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684 to it and shall certify to the service on the face of the  
685 notice. Service is complete upon mailing. After service, the  
686 association has 90 days in which to file an action to enforce  
687 the lien. If the action is not filed within the 90-day period,  
688 the lien is void. However, the 90-day period shall be extended  
689 for any length of time during which the association is prevented  
690 from filing its action because of an automatic stay resulting  
691 from the filing of a bankruptcy petition by the unit owner or by  
692 any other person claiming an interest in the parcel.

693 (d) A release of lien must be in substantially the  
694 following form:

695  
696 RELEASE OF LIEN  
697

698 The undersigned lienor, in consideration of the final payment in  
699 the amount of \$....., hereby waives and releases its lien and  
700 right to claim a lien for unpaid assessments through .....,  
701 ...(year)..., recorded in the Official Records Book .... at Page  
702 ....., of the public records of .... County, Florida, for the  
703 following described real property:

704  
705 THAT COOPERATIVE PARCEL WHICH INCLUDES UNIT NO. ....  
706 OF ... (NAME OF COOPERATIVE) ..., A COOPERATIVE AS SET  
707 FORTH IN THE COOPERATIVE DOCUMENTS AND THE EXHIBITS  
708 ANNEXED THERETO AND FORMING A PART THEREOF, RECORDED

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

735 (1) All affirmative acknowledgments made pursuant to s.  
736 720.3085(3)(c)3.

737 (5) INSPECTION AND COPYING OF RECORDS.—The official  
738 records shall be maintained within the state for at least 7  
739 years and shall be made available to a parcel owner for  
740 inspection or photocopying within 45 miles of the community or  
741 within the county in which the association is located within 10  
742 business days after receipt by the board or its designee of a  
743 written request. This subsection may be complied with by having  
744 a copy of the official records available for inspection or  
745 copying in the community or, at the option of the association,  
746 by making the records available to a parcel owner electronically  
747 via the Internet or by allowing the records to be viewed in  
748 electronic format on a computer screen and printed upon request.  
749 If the association has a photocopy machine available where the  
750 records are maintained, it must provide parcel owners with  
751 copies on request during the inspection if the entire request is  
752 limited to no more than 25 pages. An association shall allow a  
753 member or his or her authorized representative to use a portable  
754 device, including a smartphone, tablet, portable scanner, or any  
755 other technology capable of scanning or taking photographs, to  
756 make an electronic copy of the official records in lieu of the

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757 association's providing the member or his or her authorized  
758 representative with a copy of such records. The association may  
759 not charge a fee to a member or his or her authorized  
760 representative for the use of a portable device.

761 (c) The association may adopt reasonable written rules  
762 governing the frequency, time, location, notice, records to be  
763 inspected, and manner of inspections, but may not require a  
764 parcel owner to demonstrate any proper purpose for the  
765 inspection, state any reason for the inspection, or limit a  
766 parcel owner's right to inspect records to less than one 8-hour  
767 business day per month. The association may impose fees to cover  
768 the costs of providing copies of the official records, including  
769 the costs of copying and the costs required for personnel to  
770 retrieve and copy the records if the time spent retrieving and  
771 copying the records exceeds one-half hour and if the personnel  
772 costs do not exceed \$20 per hour. Personnel costs may not be  
773 charged for records requests that result in the copying of 25 or  
774 fewer pages. The association may charge up to 25 cents per page  
775 for copies made on the association's photocopier. If the  
776 association does not have a photocopy machine available where  
777 the records are kept, or if the records requested to be copied  
778 exceed 25 pages in length, the association may have copies made  
779 by an outside duplicating service and may charge the actual cost  
780 of copying, as supported by the vendor invoice. The association  
781 shall maintain an adequate number of copies of the recorded

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782 governing documents, to ensure their availability to members and  
783 prospective members. Notwithstanding this paragraph, the  
784 following records are not accessible to members or parcel  
785 owners:

786 1. Any record protected by the lawyer-client privilege as  
787 described in s. 90.502 and any record protected by the work-  
788 product privilege, including, but not limited to, a record  
789 prepared by an association attorney or prepared at the  
790 attorney's express direction which reflects a mental impression,  
791 conclusion, litigation strategy, or legal theory of the attorney  
792 or the association and which was prepared exclusively for civil  
793 or criminal litigation or for adversarial administrative  
794 proceedings or which was prepared in anticipation of such  
795 litigation or proceedings until the conclusion of the litigation  
796 or proceedings.

797 2. Information obtained by an association in connection  
798 with the approval of the lease, sale, or other transfer of a  
799 parcel.

800 3. Personnel records of association or management company  
801 employees, including, but not limited to, disciplinary, payroll,  
802 health, and insurance records. For purposes of this  
803 subparagraph, the term "personnel records" does not include  
804 written employment agreements with an association or management  
805 company employee or budgetary or financial records that indicate

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806 the compensation paid to an association or management company  
807 employee.

808 4. Medical records of parcel owners or community  
809 residents.

810 5. Social security numbers, driver license numbers, credit  
811 card numbers, electronic mailing addresses, telephone numbers,  
812 facsimile numbers, emergency contact information, any addresses  
813 for a parcel owner other than as provided for association notice  
814 requirements, and other personal identifying information of any  
815 person, excluding the person's name, parcel designation, mailing  
816 address, and property address. Notwithstanding the restrictions  
817 in this subparagraph, an association may print and distribute to  
818 parcel owners a directory containing the name, parcel address,  
819 and all telephone numbers of each parcel owner. However, an  
820 owner may exclude his or her telephone numbers from the  
821 directory by so requesting in writing to the association. An  
822 owner may consent in writing to the disclosure of other contact  
823 information described in this subparagraph. The association is  
824 not liable for the disclosure of information that is protected  
825 under this subparagraph if the information is included in an  
826 official record of the association and is voluntarily provided  
827 by an owner and not requested by the association.

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

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830 7. The software and operating system used by the  
831 association which allows the manipulation of data, even if the  
832 owner owns a copy of the same software used by the association.  
833 The data is part of the official records of the association.

834 8. All affirmative acknowledgments made pursuant to s.  
835 720.3085(3)(c)3.

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

838 720.3085 Payment for assessments; lien claims.—

839 (3) Assessments and installments on assessments that are  
840 not paid when due bear interest from the due date until paid at  
841 the rate provided in the declaration of covenants or the bylaws  
842 of the association, which rate may not exceed the rate allowed  
843 by law. If no rate is provided in the declaration or bylaws,  
844 interest accrues at the rate of 18 percent per year.

845 (c)1. If an association sends out an invoice for  
846 assessments or a parcel's statement of the account described in  
847 s. 720.303(4)(j)2., the invoice for assessments or the parcel's  
848 statement of account must be delivered to the parcel owner by  
849 first-class United States mail or by electronic transmission to  
850 the parcel owner's e-mail address maintained in the  
851 association's official records.

852 2. Before changing the method of delivery for an invoice  
853 for assessments or the statement of the account, the association  
854 must deliver a written notice such change to each parcel owner.

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855 The written notice must be delivered to the parcel owner at  
856 least 30 days before the association sends the invoice for  
857 assessments or the statement of the account by the new delivery  
858 method. The notice must be sent by first-class United States  
859 mail to the owner at his or her last address as reflected in the  
860 association's records and, if such address is not the parcel  
861 address, must be sent by first-class United States mail to the  
862 parcel address. Notice is deemed to have been delivered upon  
863 mailing as required by this subparagraph.

864 3. A parcel owner must affirmatively acknowledge his or  
865 her understanding that the association will change its method of  
866 delivery of the invoice for assessments or the statement of the  
867 account before the association may change the method of  
868 delivering the statement of the account. The parcel owner may  
869 make the affirmative acknowledgment electronically or in  
870 writing.

871 (d) An association may not require payment of attorney  
872 fees related to a past due assessment without first delivering a  
873 written notice of late assessment to the parcel owner which  
874 specifies the amount owed the association and provides the  
875 parcel owner an opportunity to pay the amount owed without the  
876 assessment of attorney fees. The notice of late assessment must  
877 be sent by first-class United States mail to the owner at his or  
878 her last address as reflected in the association's records and,  
879 if such address is not the parcel address, must also be sent by

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880 first-class United States mail to the parcel address. Notice is  
881 deemed to have been delivered upon mailing as required by this  
882 paragraph. A rebuttable presumption that an association mailed a  
883 notice in accordance with this subsection is established if a  
884 board member, officer, or agent of the association, or a manager  
885 licensed under part VIII of chapter 468, provides a sworn  
886 affidavit attesting to such mailing. The notice must be in  
887 substantially the following form:

888  
889 NOTICE OF LATE ASSESSMENT

890  
891 RE: Parcel .... of ...(name of association)...

892  
893 The following amounts are currently due on your  
894 account to ...(name of association)..., and must be  
895 paid within 30 days after the date of this letter.

896 This letter shall serve as the association's notice to  
897 proceed with further collection action against your  
898 property no sooner than 30 days after the date of this  
899 letter, unless you pay in full the amounts set forth  
900 below:

901  
902 Maintenance due ...(dates)... \$.....  
903 Late fee, if applicable \$.....  
904 Interest through ...(dates)...\* \$.....

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905 TOTAL OUTSTANDING \$.....

906

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

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

909

910

911 -----

912 **T I T L E A M E N D M E N T**

913 Remove everything before the enacting clause and insert:

914 An act relating to community association assessment

915 notices; amending s. 718.111, F.S.; requiring

916 condominium associations to maintain specified

917 affirmative acknowledgments as official records of the

918 association; specifying that such acknowledgments are

919 not accessible to unit owners; amending s. 718.116,

920 F.S.; revising timeframes for foreclosure judgments;

921 conforming provisions to changes made by the act;

922 amending s. 718.121, F.S.; requiring condominium

923 associations to deliver certain invoices for

924 assessments or statements of account to unit owners in

925 a specified manner; requiring condominium associations

926 to give notice to unit owners before changing the

927 method of delivery for the invoices for assessments or

928 statements of account; providing requirements for the

929 notice; requiring unit owners to affirmatively

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930 acknowledge the changes in delivery methods;  
931 prohibiting condominium associations from requiring  
932 the payment of attorney fees relating to past due  
933 assessments without first providing a specified notice  
934 to unit owners; providing requirements for the notice;  
935 establishing a rebuttable presumption relating to  
936 mailing the notice if a certain requirement is met;  
937 revising the timeframe for condominium associations to  
938 file liens against condominium units; conforming  
939 provisions to changes made by the act; amending s.  
940 719.104, F.S.; requiring cooperative associations to  
941 maintain specified affirmative acknowledgments as  
942 official records of the association; specifying that  
943 such acknowledgments are not accessible to unit  
944 owners; amending s. 719.108, F.S.; requiring  
945 cooperative associations to deliver certain invoices  
946 for assessments or statements of account to unit  
947 owners in a specified manner; requiring cooperative  
948 associations to give notice to unit owners before  
949 changing the method of delivery for the invoices for  
950 assessments or statements of account; providing  
951 requirements for the notice; requiring unit owners to  
952 affirmatively acknowledge the changes in delivery  
953 methods; prohibiting cooperative associations from  
954 requiring the payment of attorney fees relating to

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955 past due assessments without first providing specified  
956 notice to unit owners; providing requirements for the  
957 notice; establishing a rebuttable presumption relating  
958 to mailing the notice if a certain requirement is met;  
959 revising the timeframe for cooperative associations to  
960 file liens against cooperative parcels; conforming  
961 provisions to changes made by the act; amending s.  
962 720.303, F.S.; requiring homeowners' associations to  
963 maintain specified affirmative acknowledgments as  
964 official records of the association; specifying that  
965 such acknowledgments are not accessible to parcel  
966 owners; amending s. 720.3085, F.S.; requiring  
967 homeowners' associations to deliver certain invoices  
968 for assessments or statements of account to parcel  
969 owners in a specified manner; requiring homeowners'  
970 associations to give notice to parcel owners before  
971 changing the method of delivery for the invoices for  
972 assessments or statements of account; providing  
973 requirements for the notice; requiring parcel owners  
974 to affirmatively acknowledge the changes in delivery  
975 methods; prohibiting homeowners' associations from  
976 requiring the payment of attorney fees relating to  
977 past due assessments without first providing specified  
978 notice to parcel owners; providing requirements for  
979 the notice; establishing a rebuttable presumption

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980 | relating to mailing the notice if a certain  
981 | requirement is met; providing an effective date.