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LEGISLATIVE ACTION

Senate

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House

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Floor: 1/AD/2R

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01/25/2024 09:23 AM

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Senator Martin moved the following:

**Senate Amendment**

Delete lines 221 - 579

and insert:

(i) An association or a closing agent may not directly or indirectly charge any fee for an estoppel certificate other than those expressly authorized by this section. Unauthorized fees or charges, whether described as a convenience fee, archive fee, service fee, processing fee, delivery fee, credit card fee, certification fee, third-party fee, or any other fee or charge, are void and may be ignored by the requestor of the certificate.



12           (j) If an estoppel certificate is requested in conjunction  
13 with the sale or refinancing of a unit, the fee for the  
14 preparation and delivery of the estoppel certificate shall be  
15 paid to the association from the closing or settlement proceeds.  
16 If the closing does not occur, the fee for the preparation and  
17 delivery of the estoppel certificate is payable by the unit  
18 owner upon the expiration of the 30-day or 35-day effective  
19 period of the certificate. The association may collect the fee  
20 in the same manner as an assessment against the unit ~~The fees~~  
21 ~~specified in this subsection shall be adjusted every 5 years in~~  
22 ~~an amount equal to the total of the annual increases for that 5-~~  
23 ~~year period in the Consumer Price Index for All Urban Consumers,~~  
24 ~~U.S. City Average, All Items. The Department of Business and~~  
25 ~~Professional Regulation shall periodically calculate the fees,~~  
26 ~~rounded to the nearest dollar, and publish the amounts, as~~  
27 ~~adjusted, on its website.~~

28           Section 4. Subsection (6) of section 719.108, Florida  
29 Statutes, is amended to read:

30           719.108 Rents and assessments; liability; lien and  
31 priority; interest; collection; cooperative ownership.—

32           (6) Within 5 ~~10~~ business days after receiving a written or  
33 electronic request for an estoppel certificate from a unit owner  
34 or the unit owner's designee, or a unit mortgagee or the unit  
35 mortgagee's designee, the association shall issue the estoppel  
36 certificate. Each association shall designate on its website a  
37 person or entity with a street or e-mail address for receipt of  
38 a request for an estoppel certificate issued pursuant to this  
39 section. The estoppel certificate must be provided by hand  
40 delivery, regular mail, or e-mail to the requestor on the date



41 of issuance of the estoppel certificate.

42 (a) An estoppel certificate may be completed by any board  
43 member, authorized agent, or authorized representative of the  
44 association, including any authorized agent, authorized  
45 representative, or employee of a management company authorized  
46 to complete this form on behalf of the board or association. The  
47 estoppel certificate must contain all of the following  
48 information and must be substantially in the following form:

49 1. Date of issuance:....

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

52 3. Unit designation and address:....

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

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

58 6. Fee for the preparation and delivery of the estoppel  
59 certificate:....

60 7. Name of the requestor:....

61 8. Assessment information and other information:

62

63 ASSESSMENT INFORMATION:

64

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

67 b. The regular periodic assessment is paid through  
68 ...(insert date paid through)....

69 c. The next installment of the regular periodic assessment



500158

70 is due ...(insert due date)... in the amount of \$.....

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

74 e. An itemized list of any additional assessments, special  
75 assessments, and other moneys that are scheduled to become due  
76 for each day after the date of issuance for the effective period  
77 of the estoppel certificate is provided. In calculating the  
78 amounts that are scheduled to become due, the association may  
79 assume that any delinquent amounts will remain delinquent during  
80 the effective period of the estoppel certificate.

81

82

OTHER INFORMATION:

83

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

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

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

95 i. Is there a right of first refusal provided to the  
96 members or the association? ....(Yes) ....(No). If yes, have the  
97 members or the association exercised that right of first  
98 refusal? ....(Yes) ....(No).



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

101           k. Provide contact information for all insurance maintained  
102 by the association.

103           l. Provide the signature of an officer or authorized agent  
104 of the association.

105

106 The association, at its option, may include additional  
107 information in the estoppel certificate.

108           (b) An estoppel certificate that is hand delivered or sent  
109 by electronic means has a 30-day effective period. An estoppel  
110 certificate that is sent by regular mail has a 35-day effective  
111 period. If additional information or a mistake related to the  
112 estoppel certificate becomes known to the association within the  
113 effective period, an amended estoppel certificate may be  
114 delivered and becomes effective if a sale or refinancing of the  
115 unit has not been completed during the effective period. A fee  
116 may not be charged for an amended estoppel certificate. An  
117 amended estoppel certificate must be delivered on the date of  
118 issuance, and a new 30-day or 35-day effective period begins on  
119 such date.

120           (c) An association waives the right to collect any moneys  
121 owed in excess of the amounts specified in the estoppel  
122 certificate from any person who in good faith relies upon the  
123 estoppel certificate and from the person's successors and  
124 assigns.

125           (d) If an association receives a request for an estoppel  
126 certificate from a unit owner or the unit owner's designee, or a  
127 unit mortgagee or the unit mortgagee's designee, and fails to



500158

128 deliver the estoppel certificate within 5 ~~10~~ business days, a  
129 fee may not be charged for the preparation and delivery of that  
130 estoppel certificate.

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

135 (f) Notwithstanding any limitation on transfer fees  
136 contained in s. 719.106(1)(i), an association or its authorized  
137 agent may charge a reasonable fee for the preparation and  
138 delivery of an estoppel certificate, which may not exceed \$250  
139 if, on the date the certificate is issued, no delinquent amounts  
140 are owed to the association for the applicable unit. ~~If an~~  
141 ~~estoppel certificate is requested on an expedited basis and~~  
142 ~~delivered within 3 business days after the request, the~~  
143 ~~association may charge an additional fee of \$100.~~ If a  
144 delinquent amount is owed to the association for the applicable  
145 unit, an additional fee for the estoppel certificate may not  
146 exceed \$150.

147 (g) If estoppel certificates for multiple units owned by  
148 the same owner are simultaneously requested from the same  
149 association and there are no past due monetary obligations owed  
150 to the association, the statement of moneys due for those units  
151 may be delivered in one or more estoppel certificates, and, even  
152 though the fee for each unit shall be computed as set forth in  
153 paragraph (f), the total fee that the association may charge for  
154 the preparation and delivery of the estoppel certificates may  
155 not exceed, in the aggregate:

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



500158

- 157 2. For 26 to 50 units, \$1,000.
- 158 3. For 51 to 100 units, \$1,500.
- 159 4. For more than 100 units, \$2,500.

160 (h) The authority to charge a fee for the preparation and  
161 delivery of the estoppel certificate must be established  
162 annually by a written resolution adopted by the board or  
163 provided by a written management, bookkeeping, or maintenance  
164 contract and ~~is payable upon the preparation of the certificate.~~  
165 ~~If the certificate is requested in conjunction with the sale or~~  
166 ~~mortgage of a parcel but the closing does not occur and no later~~  
167 ~~than 30 days after the closing date for which the certificate~~  
168 ~~was sought the preparer receives a written request, accompanied~~  
169 ~~by reasonable documentation, that the sale did not occur from a~~  
170 ~~payor that is not the parcel owner, the fee shall be refunded to~~  
171 ~~that payor within 30 days after receipt of the request. The~~  
172 ~~refund is the obligation of the parcel owner, and the~~  
173 ~~association may collect it from that owner in the same manner as~~  
174 ~~an assessment as provided in this section. The right to~~  
175 ~~reimbursement may not be waived or modified by any contract or~~  
176 ~~agreement. The prevailing party in any action brought to enforce~~  
177 ~~a right of reimbursement shall be awarded damages and all~~  
178 ~~applicable attorney fees and costs.~~

179 (i) An association or a closing agent may not directly or  
180 indirectly charge any fee for an estoppel certificate other than  
181 those expressly authorized by this section. Unauthorized fees or  
182 charges, whether described as a convenience fee, archive fee,  
183 service fee, processing fee, delivery fee, credit card fee,  
184 certification fee, third-party fee, or any other fee or charge,  
185 are void and may be ignored by the requestor of the certificate.



500158

186        (j) If an estoppel certificate is requested in conjunction  
187 with the sale or refinancing of a unit, the fee for the  
188 preparation and delivery of the estoppel certificate shall be  
189 paid to the association from the closing or settlement proceeds.  
190 If the closing does not occur, the fee for the preparation and  
191 delivery of the estoppel certificate is payable by the unit  
192 owner upon the expiration of the 30-day or 35-day effective  
193 period of the estoppel certificate. The association may collect  
194 the fee in the same manner as an assessment against the unit ~~The~~  
195 ~~fees specified in this subsection shall be adjusted every 5~~  
196 ~~years in an amount equal to the total of the annual increases~~  
197 ~~for that 5-year period in the Consumer Price Index for All Urban~~  
198 ~~Consumers, U.S. City Average, All Items. The Department of~~  
199 ~~Business and Professional Regulation shall periodically~~  
200 ~~calculate the fees, rounded to the nearest dollar, and publish~~  
201 ~~the amounts, as adjusted, on its website.~~

202        Section 5. Section 720.30851, Florida Statutes, is amended  
203 to read:

204        720.30851 Estoppel certificates.—Within 5 ~~10~~ business days  
205 after receiving a written or electronic request for an estoppel  
206 certificate from a parcel owner or the parcel owner's designee,  
207 or a parcel mortgagee or the parcel mortgagee's designee, the  
208 association shall issue the estoppel certificate. Each  
209 association shall designate on its website a person or entity  
210 with a street or e-mail address for receipt of a request for an  
211 estoppel certificate issued pursuant to this section. The  
212 estoppel certificate must be provided by hand delivery, regular  
213 mail, or e-mail to the requestor on the date of issuance of the  
214 estoppel certificate.





500158

215 (1) An estoppel certificate may be completed by any board  
216 member, authorized agent, or authorized representative of the  
217 association, including any authorized agent, authorized  
218 representative, or employee of a management company authorized  
219 to complete this form on behalf of the board or association. The  
220 estoppel certificate must contain all of the following  
221 information and must be substantially in the following form:

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

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

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

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

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

231 (f) Fee for the preparation and delivery of the estoppel  
232 certificate:....

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

234 (h) Assessment information and other information:

235

236 ASSESSMENT INFORMATION:

237

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

240 2. The regular periodic assessment is paid through  
241 ...(insert date paid through)....

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



244 4. An itemized list of all assessments, special  
245 assessments, and other moneys owed on the date of issuance to  
246 the association by the parcel owner for a specific parcel is  
247 provided.

248 5. An itemized list of any additional assessments, special  
249 assessments, and other moneys that are scheduled to become due  
250 for each day after the date of issuance for the effective period  
251 of the estoppel certificate is provided. In calculating the  
252 amounts that are scheduled to become due, the association may  
253 assume that any delinquent amounts will remain delinquent during  
254 the effective period of the estoppel certificate.

255  
256 OTHER INFORMATION:

257  
258 6. Is there a capital contribution fee, resale fee,  
259 transfer fee, or other fee due? ....(Yes) ....(No). If yes,  
260 specify the type and amount of the fee.

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

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

269 9. Is there a right of first refusal provided to the  
270 members or the association? ....(Yes) ....(No). If yes, have the  
271 members or the association exercised that right of first  
272 refusal? ....(Yes) ....(No).



500158

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

275           11. Provide contact information for all insurance  
276 maintained by the association.

277           12. Provide the signature of an officer or authorized agent  
278 of the association.

279

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

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

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

299           (4) If an association receives a request for an estoppel  
300 certificate from a parcel owner or the parcel owner's designee,  
301 or a parcel mortgagee or the parcel mortgagee's designee, and



500158

302 fails to deliver the estoppel certificate within 5 ~~10~~ business  
303 days, a fee may not be charged for the preparation and delivery  
304 of that estoppel certificate.

305 (5) A summary proceeding pursuant to s. 51.011 may be  
306 brought to compel compliance with this section, and the  
307 prevailing party is entitled to recover reasonable attorney  
308 fees.

309 (6) An association or its authorized agent may charge a  
310 reasonable fee for the preparation and delivery of an estoppel  
311 certificate, which may not exceed \$250, if, on the date the  
312 certificate is issued, no delinquent amounts are owed to the  
313 association for the applicable parcel. ~~If an estoppel~~  
314 ~~certificate is requested on an expedited basis and delivered~~  
315 ~~within 3 business days after the request, the association may~~  
316 ~~charge an additional fee of \$100.~~ If a delinquent amount is owed  
317 to the association for the applicable parcel, an additional fee  
318 for the estoppel certificate may not exceed \$150.

319 (7) If estoppel certificates for multiple parcels owned by  
320 the same owner are simultaneously requested from the same  
321 association and there are no past due monetary obligations owed  
322 to the association, the statement of moneys due for those  
323 parcels may be delivered in one or more estoppel certificates,  
324 and, even though the fee for each parcel shall be computed as  
325 set forth in subsection (6), the total fee that the association  
326 may charge for the preparation and delivery of the estoppel  
327 certificates may not exceed, in the aggregate:

- 328 (a) For 25 or fewer parcels, \$750.
- 329 (b) For 26 to 50 parcels, \$1,000.
- 330 (c) For 51 to 100 parcels, \$1,500.



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

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

351 (9) An association or a closing agent may not directly or  
352 indirectly charge any fee for an estoppel certificate other than  
353 those expressly authorized by this section. Unauthorized fees or  
354 charges, whether described as a convenience fee, archive fee,  
355 service fee, processing fee, delivery fee, credit card fee,  
356 certification fee, third-party fee, or any other fee or charge,  
357 are void and may be ignored by the requestor of the certificate.

358 (10) If an estoppel certificate is requested in conjunction  
359 with the sale or refinancing of a parcel, the fee for the



500158

360 preparation and delivery of the estoppel certificate shall be  
361 paid to the association from the closing or settlement proceeds.  
362 If the closing does not occur, the fee for the preparation and  
363 delivery of the estoppel certificate is payable by the unit  
364 owner upon the expiration of the 30-day or 35-day effective  
365 period of the certificate. The association may collect the fee  
366 in the same manner as an assessment against the parcel. ~~The fees~~