

By Senator Martin

33-00343A-24

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1 A bill to be entitled
2 An act relating to estoppel certificates; amending ss.
3 718.116, 719.108, and 720.30851, F.S.; prohibiting
4 community associations from charging a fee for the
5 production and delivery of estoppel certificates;
6 providing an effective date.

7

8 Be It Enacted by the Legislature of the State of Florida:

9

10 Section 1. Paragraphs (a) and (d) through (i) of subsection
11 (8) of section 718.116, Florida Statutes, are amended to read:
12 718.116 Assessments; liability; lien and priority;
13 interest; collection.—

14 (8) Within 10 business days after receiving a written or
15 electronic request therefor from a unit owner or the unit
16 owner's designee, or a unit mortgagee or the unit mortgagee's
17 designee, the association shall issue the estoppel certificate.
18 Each association shall designate on its website a person or
19 entity with a street or e-mail address for receipt of a request
20 for an estoppel certificate issued pursuant to this section. The
21 estoppel certificate must be provided by hand delivery, regular
22 mail, or e-mail to the requestor on the date of issuance of the
23 estoppel certificate.

24 (a) An estoppel certificate may be completed by any board
25 member, authorized agent, or authorized representative of the
26 association, including any authorized agent, authorized
27 representative, or employee of a management company authorized
28 to complete this form on behalf of the board or association. The
29 estoppel certificate must contain all of the following

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30 information and must be substantially in the following form:

31 1. Date of issuance:....

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

34 3. Unit designation and address:....

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

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

40 ~~6. Fee for the preparation and delivery of the estoppel~~
41 ~~certificate:....~~

42 ~~7.~~ Name of the requestor:....

43 7.8. Assessment information and other information:

44

45 ASSESSMENT INFORMATION:

46

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

49 b. The regular periodic assessment is paid through
50 ...(insert date paid through)....

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

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

57 e. An itemized list of any additional assessments, special
58 assessments, and other moneys that are scheduled to become due

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59 for each day after the date of issuance for the effective period
60 of the estoppel certificate is provided. In calculating the
61 amounts that are scheduled to become due, the association may
62 assume that any delinquent amounts will remain delinquent during
63 the effective period of the estoppel certificate.

64

65 OTHER INFORMATION:

66

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

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

73 h. Do the rules and regulations of the association
74 applicable to the unit require approval by the board of
75 directors of the association for the transfer of the unit?
76(Yes)(No). If yes, has the board approved the transfer
77 of the unit?(Yes)(No).

78 i. Is there a right of first refusal provided to the
79 members or the association?(Yes)(No). If yes, have the
80 members or the association exercised that right of first
81 refusal?(Yes)(No).

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

84 k. Provide contact information for all insurance maintained
85 by the association.

86 l. Provide the signature of an officer or authorized agent
87 of the association.

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89 The association, at its option, may include additional
90 information in the estoppel certificate.

91 ~~(d) If an association receives a request for an estoppel~~
92 ~~certificate from a unit owner or the unit owner's designee, or a~~
93 ~~unit mortgagee or the unit mortgagee's designee, and fails to~~
94 ~~deliver the estoppel certificate within 10 business days, a fee~~
95 ~~may not be charged for the preparation and delivery of that~~
96 ~~estoppel certificate.~~

97 ~~(e)~~ A summary proceeding pursuant to s. 51.011 may be
98 brought to compel compliance with this subsection, and in any
99 such action the prevailing party is entitled to recover
100 reasonable attorney fees.

101 ~~(e)~~(f) An association may not charge a fee for the
102 preparation and delivery of an estoppel certificate
103 ~~Notwithstanding any limitation on transfer fees contained in s.~~
104 ~~718.112(2)(k), an association or its authorized agent may charge~~
105 ~~a reasonable fee for the preparation and delivery of an estoppel~~
106 ~~certificate, which may not exceed \$250, if, on the date the~~
107 ~~certificate is issued, no delinquent amounts are owed to the~~
108 ~~association for the applicable unit. If an estoppel certificate~~
109 ~~is requested on an expedited basis and delivered within 3~~
110 ~~business days after the request, the association may charge an~~
111 ~~additional fee of \$100. If a delinquent amount is owed to the~~
112 ~~association for the applicable unit, an additional fee for the~~
113 ~~estoppel certificate may not exceed \$150.~~

114 ~~(g) If estoppel certificates for multiple units owned by~~
115 ~~the same owner are simultaneously requested from the same~~
116 ~~association and there are no past due monetary obligations owed~~

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117 ~~to the association, the statement of moneys due for those units~~
118 ~~may be delivered in one or more estoppel certificates, and, even~~
119 ~~though the fee for each unit shall be computed as set forth in~~
120 ~~paragraph (f), the total fee that the association may charge for~~
121 ~~the preparation and delivery of the estoppel certificates may~~
122 ~~not exceed, in the aggregate:~~

123 ~~1. For 25 or fewer units, \$750.~~

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

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

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

127 ~~(h) The authority to charge a fee for the preparation and~~
128 ~~delivery of the estoppel certificate must be established by a~~
129 ~~written resolution adopted by the board or provided by a written~~
130 ~~management, bookkeeping, or maintenance contract and is payable~~
131 ~~upon the preparation of the certificate. If the certificate is~~
132 ~~requested in conjunction with the sale or mortgage of a unit but~~
133 ~~the closing does not occur and no later than 30 days after the~~
134 ~~closing date for which the certificate was sought the preparer~~
135 ~~receives a written request, accompanied by reasonable~~
136 ~~documentation, that the sale did not occur from a payor that is~~
137 ~~not the unit owner, the fee shall be refunded to that payor~~
138 ~~within 30 days after receipt of the request. The refund is the~~
139 ~~obligation of the unit owner, and the association may collect it~~
140 ~~from that owner in the same manner as an assessment as provided~~
141 ~~in this section. The right to reimbursement may not be waived or~~
142 ~~modified by any contract or agreement. The prevailing party in~~
143 ~~any action brought to enforce a right of reimbursement shall be~~
144 ~~awarded damages and all applicable attorney fees and costs.~~

145 ~~(i) The fees specified in this subsection shall be adjusted~~

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146 ~~every 5 years in an amount equal to the total of the annual~~
147 ~~increases for that 5-year period in the Consumer Price Index for~~
148 ~~All Urban Consumers, U.S. City Average, All Items. The~~
149 ~~Department of Business and Professional Regulation shall~~
150 ~~periodically calculate the fees, rounded to the nearest dollar,~~
151 ~~and publish the amounts, as adjusted, on its website.~~

152 Section 2. Paragraphs (a) and (d) through (i) of subsection
153 (6) of section 719.108, Florida Statutes, are amended to read:

154 719.108 Rents and assessments; liability; lien and
155 priority; interest; collection; cooperative ownership.—

156 (6) Within 10 business days after receiving a written or
157 electronic request for an estoppel certificate from a unit owner
158 or the unit owner's designee, or a unit mortgagee or the unit
159 mortgagee's designee, the association shall issue the estoppel
160 certificate. Each association shall designate on its website a
161 person or entity with a street or e-mail address for receipt of
162 a request for an estoppel certificate issued pursuant to this
163 section. The estoppel certificate must be provided by hand
164 delivery, regular mail, or e-mail to the requestor on the date
165 of issuance of the estoppel certificate.

166 (a) An estoppel certificate may be completed by any board
167 member, authorized agent, or authorized representative of the
168 association, including any authorized agent, authorized
169 representative, or employee of a management company authorized
170 to complete this form on behalf of the board or association. The
171 estoppel certificate must contain all of the following
172 information and must be substantially in the following form:

- 173 1. Date of issuance:....
174 2. Name(s) of the unit owner(s) as reflected in the books

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- 175 and records of the association:....
- 176 3. Unit designation and address:....
- 177 4. Parking or garage space number, as reflected in the
- 178 books and records of the association:....
- 179 5. Attorney's name and contact information if the account
- 180 is delinquent and has been turned over to an attorney for
- 181 collection. No fee may be charged for this information.
- 182 6. ~~Fee for the preparation and delivery of the estoppel~~
- 183 ~~certificate:....~~
- 184 ~~7.~~ Name of the requestor:....
- 185 7.8. Assessment information and other information:

187 ASSESSMENT INFORMATION:

- 188
- 189 a. The regular periodic assessment levied against the unit
- 190 is \$.... per ...(insert frequency of payment)....
- 191 b. The regular periodic assessment is paid through
- 192 ...(insert date paid through)....
- 193 c. The next installment of the regular periodic assessment
- 194 is due ...(insert due date)... in the amount of \$.....
- 195 d. An itemized list of all assessments, special
- 196 assessments, and other moneys owed by the unit owner on the date
- 197 of issuance to the association for a specific unit is provided.
- 198 e. An itemized list of any additional assessments, special
- 199 assessments, and other moneys that are scheduled to become due
- 200 for each day after the date of issuance for the effective period
- 201 of the estoppel certificate is provided. In calculating the
- 202 amounts that are scheduled to become due, the association may
- 203 assume that any delinquent amounts will remain delinquent during

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204 the effective period of the estoppel certificate.

205

206 OTHER INFORMATION:

207

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

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

214 h. Do the rules and regulations of the association
 215 applicable to the unit require approval by the board of
 216 directors of the association for the transfer of the unit?
 217(Yes)(No). If yes, has the board approved the transfer
 218 of the unit?(Yes)(No).

219 i. Is there a right of first refusal provided to the
 220 members or the association?(Yes)(No). If yes, have the
 221 members or the association exercised that right of first
 222 refusal?(Yes)(No).

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

225 k. Provide contact information for all insurance maintained
 226 by the association.

227 l. Provide the signature of an officer or authorized agent
 228 of the association.

229

230 The association, at its option, may include additional
 231 information in the estoppel certificate.

232 (d) ~~If an association receives a request for an estoppel~~

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233 ~~certificate from a unit owner or the unit owner's designee, or a~~
234 ~~unit mortgagee or the unit mortgagee's designee, and fails to~~
235 ~~deliver the estoppel certificate within 10 business days, a fee~~
236 ~~may not be charged for the preparation and delivery of that~~
237 ~~estoppel certificate.~~

238 ~~(e)~~ A summary proceeding pursuant to s. 51.011 may be
239 brought to compel compliance with this subsection, and in any
240 such action the prevailing party is entitled to recover
241 reasonable attorney fees.

242 ~~(e)-(f)~~ An association may not charge a fee for the
243 preparation and delivery of an estoppel certificate
244 ~~Notwithstanding any limitation on transfer fees contained in s.~~
245 ~~719.106(1)(i), an association or its authorized agent may charge~~
246 ~~a reasonable fee for the preparation and delivery of an estoppel~~
247 ~~certificate, which may not exceed \$250 if, on the date the~~
248 ~~certificate is issued, no delinquent amounts are owed to the~~
249 ~~association for the applicable unit. If an estoppel certificate~~
250 ~~is requested on an expedited basis and delivered within 3~~
251 ~~business days after the request, the association may charge an~~
252 ~~additional fee of \$100. If a delinquent amount is owed to the~~
253 ~~association for the applicable unit, an additional fee for the~~
254 ~~estoppel certificate may not exceed \$150.~~

255 ~~(g)~~ ~~If estoppel certificates for multiple units owned by~~
256 ~~the same owner are simultaneously requested from the same~~
257 ~~association and there are no past due monetary obligations owed~~
258 ~~to the association, the statement of moneys due for those units~~
259 ~~may be delivered in one or more estoppel certificates, and, even~~
260 ~~though the fee for each unit shall be computed as set forth in~~
261 ~~paragraph (f), the total fee that the association may charge for~~

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262 ~~the preparation and delivery of the estoppel certificates may~~
263 ~~not exceed, in the aggregate:~~

264 ~~1. For 25 or fewer units, \$750.~~

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

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

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

268 ~~(h) The authority to charge a fee for the preparation and~~
269 ~~delivery of the estoppel certificate must be established by a~~
270 ~~written resolution adopted by the board or provided by a written~~
271 ~~management, bookkeeping, or maintenance contract and is payable~~
272 ~~upon the preparation of the certificate. If the certificate is~~
273 ~~requested in conjunction with the sale or mortgage of a parcel~~
274 ~~but the closing does not occur and no later than 30 days after~~
275 ~~the closing date for which the certificate was sought the~~
276 ~~preparer receives a written request, accompanied by reasonable~~
277 ~~documentation, that the sale did not occur from a payor that is~~
278 ~~not the parcel owner, the fee shall be refunded to that payor~~
279 ~~within 30 days after receipt of the request. The refund is the~~
280 ~~obligation of the parcel owner, and the association may collect~~
281 ~~it from that owner in the same manner as an assessment as~~
282 ~~provided in this section. The right to reimbursement may not be~~
283 ~~waived or modified by any contract or agreement. The prevailing~~
284 ~~party in any action brought to enforce a right of reimbursement~~
285 ~~shall be awarded damages and all applicable attorney fees and~~
286 ~~costs.~~

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

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291 ~~Department of Business and Professional Regulation shall~~
292 ~~periodically calculate the fees, rounded to the nearest dollar,~~
293 ~~and publish the amounts, as adjusted, on its website.~~

294 Section 3. Subsections (1) and (4) through (9) of section
295 720.30851, Florida Statutes, are amended to read:

296 720.30851 Estoppel certificates.—Within 10 business days
297 after receiving a written or electronic request for an estoppel
298 certificate from a parcel owner or the parcel owner's designee,
299 or a parcel mortgagee or the parcel mortgagee's designee, the
300 association shall issue the estoppel certificate. Each
301 association shall designate on its website a person or entity
302 with a street or e-mail address for receipt of a request for an
303 estoppel certificate issued pursuant to this section. The
304 estoppel certificate must be provided by hand delivery, regular
305 mail, or e-mail to the requestor on the date of issuance of the
306 estoppel certificate.

307 (1) An estoppel certificate may be completed by any board
308 member, authorized agent, or authorized representative of the
309 association, including any authorized agent, authorized
310 representative, or employee of a management company authorized
311 to complete this form on behalf of the board or association. The
312 estoppel certificate must contain all of the following
313 information and must be substantially in the following form:

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

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

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

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

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

323 (f) ~~Fee for the preparation and delivery of the estoppel~~
 324 ~~certificate:....~~

325 ~~(g)~~ Name of the requestor:....

326 (g) ~~(h)~~ Assessment information and other information:
 327

328 ASSESSMENT INFORMATION:
 329

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

332 2. The regular periodic assessment is paid through
 333 ...(insert date paid through)....

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

336 4. An itemized list of all assessments, special
 337 assessments, and other moneys owed on the date of issuance to
 338 the association by the parcel owner for a specific parcel is
 339 provided.

340 5. An itemized list of any additional assessments, special
 341 assessments, and other moneys that are scheduled to become due
 342 for each day after the date of issuance for the effective period
 343 of the estoppel certificate is provided. In calculating the
 344 amounts that are scheduled to become due, the association may
 345 assume that any delinquent amounts will remain delinquent during
 346 the effective period of the estoppel certificate.
 347

348 OTHER INFORMATION:

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349

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

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

356 8. Do the rules and regulations of the association
357 applicable to the parcel require approval by the board of
358 directors of the association for the transfer of the parcel?
359(Yes)(No). If yes, has the board approved the transfer
360 of the parcel?(Yes)(No).

361 9. Is there a right of first refusal provided to the
362 members or the association?(Yes)(No). If yes, have the
363 members or the association exercised that right of first
364 refusal?(Yes)(No).

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

367 11. Provide contact information for all insurance
368 maintained by the association.

369 12. Provide the signature of an officer or authorized agent
370 of the association.

371

372 The association, at its option, may include additional
373 information in the estoppel certificate.

374 ~~(4) If an association receives a request for an estoppel~~
375 ~~certificate from a parcel owner or the parcel owner's designee,~~
376 ~~or a parcel mortgagee or the parcel mortgagee's designee, and~~
377 ~~fails to deliver the estoppel certificate within 10 business~~

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378 ~~days, a fee may not be charged for the preparation and delivery~~
379 ~~of that estoppel certificate.~~

380 ~~(5)~~ A summary proceeding pursuant to s. 51.011 may be
381 brought to compel compliance with this section, and the
382 prevailing party is entitled to recover reasonable attorney
383 fees.

384 ~~(5)~~(6) An association may not charge a fee for the
385 preparation and delivery of an estoppel certificate ~~or its~~
386 ~~authorized agent may charge a reasonable fee for the preparation~~
387 ~~and delivery of an estoppel certificate, which may not exceed~~
388 ~~\$250, if, on the date the certificate is issued, no delinquent~~
389 ~~amounts are owed to the association for the applicable parcel.~~
390 ~~If an estoppel certificate is requested on an expedited basis~~
391 ~~and delivered within 3 business days after the request, the~~
392 ~~association may charge an additional fee of \$100. If a~~
393 ~~delinquent amount is owed to the association for the applicable~~
394 ~~parcel, an additional fee for the estoppel certificate may not~~
395 ~~exceed \$150.~~

396 ~~(7)~~ ~~If estoppel certificates for multiple parcels owned by~~
397 ~~the same owner are simultaneously requested from the same~~
398 ~~association and there are no past due monetary obligations owed~~
399 ~~to the association, the statement of moneys due for those~~
400 ~~parcels may be delivered in one or more estoppel certificates,~~
401 ~~and, even though the fee for each parcel shall be computed as~~
402 ~~set forth in subsection (6), the total fee that the association~~
403 ~~may charge for the preparation and delivery of the estoppel~~
404 ~~certificates may not exceed, in the aggregate:~~

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

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

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

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

409 ~~(8) The authority to charge a fee for the preparation and~~
410 ~~delivery of the estoppel certificate must be established by a~~
411 ~~written resolution adopted by the board or provided by a written~~
412 ~~management, bookkeeping, or maintenance contract and is payable~~
413 ~~upon the preparation of the certificate. If the certificate is~~
414 ~~requested in conjunction with the sale or mortgage of a parcel~~
415 ~~but the closing does not occur and no later than 30 days after~~
416 ~~the closing date for which the certificate was sought the~~
417 ~~preparer receives a written request, accompanied by reasonable~~
418 ~~documentation, that the sale did not occur from a payor that is~~
419 ~~not the parcel owner, the fee shall be refunded to that payor~~
420 ~~within 30 days after receipt of the request. The refund is the~~
421 ~~obligation of the parcel owner, and the association may collect~~
422 ~~it from that owner in the same manner as an assessment as~~
423 ~~provided in this section. The right to reimbursement may not be~~
424 ~~waived or modified by any contract or agreement. The prevailing~~
425 ~~party in any action brought to enforce a right of reimbursement~~
426 ~~shall be awarded damages and all applicable attorney fees and~~
427 ~~costs.~~

428 ~~(9) The fees specified in this section shall be adjusted~~
429 ~~every 5 years in an amount equal to the total of the annual~~
430 ~~increases for that 5-year period in the Consumer Price Index for~~
431 ~~All Urban Consumers, U.S. City Average, All Items. The~~
432 ~~Department of Business and Professional Regulation shall~~
433 ~~periodically calculate the fees, rounded to the nearest dollar,~~
434 ~~and publish the amounts, as adjusted, on its website.~~

435 Section 4. This act shall take effect July 1, 2024.