

1 A bill to be entitled
2 An act relating to residential properties; amending s.
3 399.02, F.S.; exempting certain elevators from
4 specific code update requirements; amending s.
5 468.433, F.S.; prohibiting the Department of Business
6 and Professional Regulation from publishing a
7 community association manager's personal home address
8 unless it is for the purpose of satisfying a public
9 records request; amending s. 718.112, F.S.; revising
10 provisions relating to the terms of condominium board
11 of administration members; revising condominium unit
12 owner meeting notice requirements; providing
13 application of certain provisions relating to
14 elections; revising recordkeeping requirements of a
15 condominium association board; requiring challenges to
16 an election to commence within a certain time period;
17 providing requirements for challenging the failure of
18 a board to duly notice and hold the required board
19 meeting or to file the required petition for a recall;
20 providing requirements for recalled board members to
21 challenge the recall; providing duties of the division
22 regarding recall petitions; amending s. 718.113, F.S.;
23 providing requirements for a condominium association
24 board relating to the installation of hurricane
25 shutters, impact glass, code-compliant windows or
26 doors, and other types of code-compliant hurricane
27 protection under certain circumstances; amending s.
28 718.115, F.S.; conforming provisions to changes made

29 | by the act; amending s. 718.116, F.S.; revising
30 | liability of certain condominium unit owners acquiring
31 | title; amending s. 718.303, F.S.; revising provisions
32 | relating to imposing remedies against a noncompliant
33 | or delinquent condominium unit owner or member;
34 | revising voting requirements under certain conditions;
35 | amending s. 718.403, F.S.; providing requirements for
36 | the completion of phase condominiums; creating s.
37 | 718.406, F.S.; providing definitions; providing
38 | requirements for condominiums created within
39 | condominium parcels; providing for the establishment
40 | of primary condominium and secondary condominium
41 | units; providing requirements for association
42 | declarations; authorizing a primary condominium
43 | association to provide insurance and adopt hurricane
44 | shutter or hurricane protection specifications under
45 | certain conditions; providing requirements relating to
46 | assessments; providing for resolution of conflicts
47 | between primary condominium declarations and secondary
48 | condominium declarations; providing requirements
49 | relating to common expenses due the primary
50 | condominium association; amending s. 718.5011, F.S.;
51 | revising the restriction on officers and full-time
52 | employees of the ombudsman from engaging in other
53 | businesses or professions; amending s. 718.707, F.S.;
54 | revising the time limitation for classification as a
55 | bulk assignee or bulk buyer; amending s. 719.104,
56 | F.S.; specifying additional records that are not

57 | accessible to unit owners; amending s. 719.1055, F.S.;
58 | revising provisions relating to the amendment of
59 | cooperative documents; providing legislative findings
60 | and a finding of compelling state interest; providing
61 | criteria for consent or joinder to an amendment;
62 | requiring notice regarding proposed amendments to
63 | mortgagees; providing criteria for notification;
64 | providing for voiding certain amendments; amending s.
65 | 719.106, F.S.; revising applicability of certain board
66 | of administration meeting requirements; requiring
67 | challenges to an election to commence within a certain
68 | time period; providing requirements for challenging
69 | the failure of a board to duly notice and hold the
70 | required board meeting or to file the required
71 | petition for a recall; providing requirements for
72 | recalled board members to challenge the recall;
73 | providing duties of the division regarding recall
74 | petitions; amending s. 719.108, F.S.; revising
75 | language with respect to assessments and liens;
76 | revising liability of unit owners; providing liability
77 | limitations of a first mortgagee or its successor or
78 | assignees who acquire title to a unit by foreclosure;
79 | providing requirements for persons acquiring title;
80 | authorizing the association to record a claim of lien
81 | under certain conditions; amending s. 719.303, F.S.;
82 | revising provisions relating to imposing remedies
83 | against a noncompliant or delinquent cooperative unit
84 | owner or member; revising voting requirements under

85 certain conditions; amending s. 720.303, F.S.;

86 revising the types of records that are not accessible

87 to homeowners' association members and parcel owners;

88 providing requirements for challenging the failure of

89 a board to duly notice and hold the required board

90 meeting or to file the required petition for a recall;

91 providing requirements for recalled board members to

92 challenge the recall; providing duties of the division

93 regarding recall petitions; amending s. 720.305, F.S.;

94 revising provisions relating to imposing remedies

95 against a noncompliant or delinquent homeowners'

96 association member and parcel owner; revising voting

97 requirements under certain conditions; amending s.

98 720.306, F.S.; revising provisions relating to the

99 amendment of homeowners' association declarations;

100 providing legislative findings and a finding of

101 compelling state interest; providing criteria for

102 consent or joinder to an amendment; requiring notice

103 to mortgagees regarding proposed amendments; providing

104 criteria for notification; providing for voiding

105 certain amendments; revising provisions relating to

106 right to speak at a homeowners' association meeting;

107 requiring challenges to an election to commence within

108 a certain time period; amending s. 720.3085, F.S.;

109 revising liability of certain parcel owners acquiring

110 title; requiring a person acquiring title to pay

111 certain amounts due within a certain time period;

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112 amending s. 721.16, F.S.; conforming a cross-
 113 reference; providing an effective date.

114

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

116

117 Section 1. Subsection (9) of section 399.02, Florida
 118 Statutes, is amended to read:

119 399.02 General requirements.—

120 (9) Updates to the Safety Code for Existing Elevators and
 121 Escalators, ASME A17.1 and A17.3, which require Phase II
 122 Firefighters' Service on elevators may not be enforced ~~until~~
 123 ~~July 1, 2015, or~~ until the elevator is replaced or requires
 124 major modification, ~~whichever occurs first,~~ on elevators in
 125 condominiums or multifamily residential buildings, including
 126 those that are part of a continuing care facility licensed under
 127 chapter 651, or similar retirement community with apartments,
 128 having a certificate of occupancy by the local building
 129 authority that was issued before July 1, 2008. This exception
 130 does not prevent an elevator owner from requesting a variance
 131 from the applicable codes ~~before or after July 1, 2015.~~ This
 132 subsection does not prohibit the division from granting
 133 variances pursuant to s. 120.542 and subsection (8). The
 134 division shall adopt rules to administer this subsection.

135 Section 2. Subsection (5) is added to section 468.433,
 136 Florida Statutes, to read:

137 468.433 Licensure by examination.—

138 (5) The department may not publish a licensee's personal
139 home address unless it is for the purpose of satisfying a public
140 records request.

141 Section 3. Paragraphs (d) and (j) of subsection (2) of
142 section 718.112, Florida Statutes, are amended to read:

143 718.112 Bylaws.—

144 (2) REQUIRED PROVISIONS.—The bylaws shall provide for the
145 following and, if they do not do so, shall be deemed to include
146 the following:

147 (d) Unit owner meetings.—

148 1. An annual meeting of the unit owners shall be held at
149 the location provided in the association bylaws and, if the
150 bylaws are silent as to the location, the meeting shall be held
151 within 45 miles of the condominium property. However, such
152 distance requirement does not apply to an association governing
153 a timeshare condominium.

154 2. Unless the bylaws provide otherwise, a vacancy on the
155 board caused by the expiration of a director's term shall be
156 filled by electing a new board member, and the election must be
157 by secret ballot. An election is not required if the number of
158 vacancies equals or exceeds the number of candidates. For
159 purposes of this paragraph, the term "candidate" means an
160 eligible person who has timely submitted the written notice, as
161 described in sub-subparagraph 4.a., of his or her intention to
162 become a candidate. Except in a timeshare condominium, or if the
163 staggered term of a board member does not expire until a later
164 annual meeting, or if all members' terms would otherwise expire
165 but there are no candidates, the terms of all board members

166 | expire at the annual meeting, and such members may stand for
167 | reelection unless prohibited by the bylaws. If the bylaws or
168 | articles of incorporation permit ~~staggered~~ terms of no more than
169 | 2 years ~~and upon approval of a majority of the total voting~~
170 | ~~interests~~, the association board members may serve 2-year
171 | ~~staggered~~ terms. If the number of board members whose terms
172 | expire at the annual meeting equals or exceeds the number of
173 | candidates, the candidates become members of the board effective
174 | upon the adjournment of the annual meeting. Unless the bylaws
175 | provide otherwise, any remaining vacancies shall be filled by
176 | the affirmative vote of the majority of the directors making up
177 | the newly constituted board even if the directors constitute
178 | less than a quorum or there is only one director. In a
179 | condominium association of more than 10 units or in a
180 | condominium association that does not include timeshare units or
181 | timeshare interests, coowners of a unit may not serve as members
182 | of the board of directors at the same time unless they own more
183 | than one unit or unless there are not enough eligible candidates
184 | to fill the vacancies on the board at the time of the vacancy.
185 | Any unit owner desiring to be a candidate for board membership
186 | must comply with sub-subparagraph 4.a. and must be eligible to
187 | serve on the board of directors at the time of the deadline for
188 | submitting a notice of intent to run in order to have his or her
189 | name listed as a proper candidate on the ballot or to serve on
190 | the board. A person who has been suspended or removed by the
191 | division under this chapter, or who is delinquent in the payment
192 | of any fee, fine, or special or regular assessment as provided
193 | in paragraph (n), is not eligible for board membership. A person

194 | who has been convicted of any felony in this state or in a
195 | United States District or Territorial Court, or who has been
196 | convicted of any offense in another jurisdiction which would be
197 | considered a felony if committed in this state, is not eligible
198 | for board membership unless such felon's civil rights have been
199 | restored for at least 5 years as of the date such person seeks
200 | election to the board. The validity of an action by the board is
201 | not affected if it is later determined that a board member is
202 | ineligible for board membership due to having been convicted of
203 | a felony.

204 | 3. The bylaws must provide the method of calling meetings
205 | of unit owners, including annual meetings. Written notice must
206 | include an agenda, must be mailed, hand delivered, or
207 | electronically transmitted to each unit owner at least 14 days
208 | before the annual meeting, and must be posted in a conspicuous
209 | place on the condominium property at least 14 continuous days
210 | before the annual meeting. Upon notice to the unit owners, the
211 | board shall, by duly adopted rule, designate a specific location
212 | on the condominium property or association property where all
213 | notices of unit owner meetings shall be posted. This requirement
214 | does not apply if there is no condominium property or
215 | association property for posting notices. In lieu of, or in
216 | addition to, the physical posting of meeting notices, the
217 | association may, by reasonable rule, adopt a procedure for
218 | conspicuously posting and repeatedly broadcasting the notice and
219 | the agenda on a closed-circuit cable television system serving
220 | the condominium association. However, if broadcast notice is
221 | used in lieu of a notice posted physically on the condominium

222 property, the notice and agenda must be broadcast at least four
223 times every broadcast hour of each day that a posted notice is
224 otherwise required under this section. If broadcast notice is
225 provided, the notice and agenda must be broadcast in a manner
226 and for a sufficient continuous length of time so as to allow an
227 average reader to observe the notice and read and comprehend the
228 entire content of the notice and the agenda. Unless a unit owner
229 waives in writing the right to receive notice of the annual
230 meeting, such notice must be hand delivered, mailed, or
231 electronically transmitted to each unit owner. Notice for
232 meetings and notice for all other purposes must be mailed to
233 each unit owner at the address last furnished to the association
234 by the unit owner, or hand delivered to each unit owner.
235 However, if a unit is owned by more than one person, the
236 association must provide notice to the address that the
237 developer identifies for that purpose and thereafter as one or
238 more of the owners of the unit advise the association in
239 writing, or if no address is given or the owners of the unit do
240 not agree, to the address provided on the deed of record. An
241 officer of the association, or the manager or other person
242 providing notice of the association meeting, must provide an
243 affidavit or United States Postal Service certificate of
244 mailing, to be included in the official records of the
245 association affirming that the notice was mailed or hand
246 delivered in accordance with this provision.

247 4. The members of the board shall be elected by written
248 ballot or voting machine. Proxies may not be used in electing
249 the board in general elections or elections to fill vacancies

250 caused by recall, resignation, or otherwise, unless otherwise
251 provided in this chapter. This subparagraph does not apply to an
252 association governing a timeshare condominium.

253 a. At least 60 days before a scheduled election, the
254 association shall mail, deliver, or electronically transmit, by
255 separate association mailing or included in another association
256 mailing, delivery, or transmission, including regularly
257 published newsletters, to each unit owner entitled to a vote, a
258 first notice of the date of the election. Any unit owner or
259 other eligible person desiring to be a candidate for the board
260 must give written notice of his or her intent to be a candidate
261 to the association at least 40 days before a scheduled election.
262 Together with the written notice and agenda as set forth in
263 subparagraph 3., the association shall mail, deliver, or
264 electronically transmit a second notice of the election to all
265 unit owners entitled to vote, together with a ballot that lists
266 all candidates. Upon request of a candidate, an information
267 sheet, no larger than 8 1/2 inches by 11 inches, which must be
268 furnished by the candidate at least 35 days before the election,
269 must be included with the mailing, delivery, or transmission of
270 the ballot, with the costs of mailing, delivery, or electronic
271 transmission and copying to be borne by the association. The
272 association is not liable for the contents of the information
273 sheets prepared by the candidates. In order to reduce costs, the
274 association may print or duplicate the information sheets on
275 both sides of the paper. The division shall by rule establish
276 voting procedures consistent with this sub-subparagraph,
277 including rules establishing procedures for giving notice by

278 | electronic transmission and rules providing for the secrecy of
279 | ballots. Elections shall be decided by a plurality of ballots
280 | cast. There is no quorum requirement; however, at least 20
281 | percent of the eligible voters must cast a ballot in order to
282 | have a valid election. A unit owner may not permit any other
283 | person to vote his or her ballot, and any ballots improperly
284 | cast are invalid. A unit owner who violates this provision may
285 | be fined by the association in accordance with s. 718.303. A
286 | unit owner who needs assistance in casting the ballot for the
287 | reasons stated in s. 101.051 may obtain such assistance. The
288 | regular election must occur on the date of the annual meeting.
289 | Notwithstanding this sub-subparagraph, an election is not
290 | required unless more candidates file notices of intent to run or
291 | are nominated than board vacancies exist.

292 | b. Within 90 days after being elected or appointed to the
293 | board, each newly elected or appointed director shall certify in
294 | writing to the secretary of the association that he or she has
295 | read the association's declaration of condominium, articles of
296 | incorporation, bylaws, and current written policies; that he or
297 | she will work to uphold such documents and policies to the best
298 | of his or her ability; and that he or she will faithfully
299 | discharge his or her fiduciary responsibility to the
300 | association's members. In lieu of this written certification,
301 | within 90 days after being elected or appointed to the board,
302 | the newly elected or appointed director may submit a certificate
303 | of having satisfactorily completed the educational curriculum
304 | administered by a division-approved condominium education
305 | provider within 1 year before or 90 days after the date of

306 election or appointment. The written certification or
307 educational certificate is valid and does not have to be
308 resubmitted as long as the director serves on the board without
309 interruption. A director who fails to timely file the written
310 certification or educational certificate is suspended from
311 service on the board until he or she complies with this sub-
312 subparagraph. The board may temporarily fill the vacancy during
313 the period of suspension. The secretary shall cause the
314 association to retain a director's written certification or
315 educational certificate for inspection by the members for 5
316 years after a director's election or the duration of the
317 director's uninterrupted tenure, whichever is longer. Failure to
318 have such written certification or educational certificate on
319 file does not affect the validity of any board action.

320 c. Any challenge to the election process must be commenced
321 within 60 days after the election results are announced.

322 5. Any approval by unit owners called for by this chapter
323 or the applicable declaration or bylaws, including, but not
324 limited to, the approval requirement in s. 718.111(8), must be
325 made at a duly noticed meeting of unit owners and is subject to
326 all requirements of this chapter or the applicable condominium
327 documents relating to unit owner decisionmaking, except that
328 unit owners may take action by written agreement, without
329 meetings, on matters for which action by written agreement
330 without meetings is expressly allowed by the applicable bylaws
331 or declaration or any law that provides for such action.

332 6. Unit owners may waive notice of specific meetings if
333 allowed by the applicable bylaws or declaration or any law. If

334 authorized by the bylaws, notice of meetings of the board of
335 administration, unit owner meetings, except unit owner meetings
336 called to recall board members under paragraph (j), and
337 committee meetings may be given by electronic transmission to
338 unit owners who consent to receive notice by electronic
339 transmission.

340 7. Unit owners have the right to participate in meetings
341 of unit owners with reference to all designated agenda items.
342 However, the association may adopt reasonable rules governing
343 the frequency, duration, and manner of unit owner participation.

344 8. A unit owner may tape record or videotape a meeting of
345 the unit owners subject to reasonable rules adopted by the
346 division.

347 9. Unless otherwise provided in the bylaws, any vacancy
348 occurring on the board before the expiration of a term may be
349 filled by the affirmative vote of the majority of the remaining
350 directors, even if the remaining directors constitute less than
351 a quorum, or by the sole remaining director. In the alternative,
352 a board may hold an election to fill the vacancy, in which case
353 the election procedures must conform to sub-subparagraph 4.a.
354 unless the association governs 10 units or fewer and has opted
355 out of the statutory election process, in which case the bylaws
356 of the association control. Unless otherwise provided in the
357 bylaws, a board member appointed or elected under this section
358 shall fill the vacancy for the unexpired term of the seat being
359 filled. Filling vacancies created by recall is governed by
360 paragraph (j) and rules adopted by the division.

361 10. This chapter does not limit the use of general or

362 limited proxies, require the use of general or limited proxies,
 363 or require the use of a written ballot or voting machine for any
 364 agenda item or election at any meeting of a timeshare
 365 condominium association.

366
 367 Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a., an
 368 association of 10 or fewer units may, by affirmative vote of a
 369 majority of the total voting interests, provide for different
 370 voting and election procedures in its bylaws, which may be by a
 371 proxy specifically delineating the different voting and election
 372 procedures. The different voting and election procedures may
 373 provide for elections to be conducted by limited or general
 374 proxy.

375 (j) Recall of board members.—Subject to ~~the provisions of~~
 376 s. 718.301, any member of the board of administration may be
 377 recalled and removed from office with or without cause by the
 378 vote or agreement in writing by a majority of all the voting
 379 interests. A special meeting of the unit owners to recall a
 380 member or members of the board of administration may be called
 381 by 10 percent of the voting interests giving notice of the
 382 meeting as required for a meeting of unit owners, and the notice
 383 shall state the purpose of the meeting. Electronic transmission
 384 may not be used as a method of giving notice of a meeting called
 385 in whole or in part for this purpose.

386 1. If the recall is approved by a majority of all voting
 387 interests by a vote at a meeting, the recall will be effective
 388 as provided in this paragraph herein. The board shall duly
 389 notice and hold a board meeting within 5 full business days

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390 after ~~of~~ the adjournment of the unit owner meeting to recall one
391 or more board members. At the meeting, the board shall either
392 certify the recall, in which case such member or members shall
393 be recalled effective immediately and shall turn over to the
394 board within 5 full business days any and all records and
395 property of the association in their possession, or shall
396 proceed as set forth in subparagraph 3.

397 2. If the proposed recall is by an agreement in writing by
398 a majority of all voting interests, the agreement in writing or
399 a copy thereof shall be served on the association by certified
400 mail or by personal service in the manner authorized by chapter
401 48 and the Florida Rules of Civil Procedure. The board of
402 administration shall duly notice and hold a meeting of the board
403 within 5 full business days after receipt of the agreement in
404 writing. At the meeting, the board shall either certify the
405 written agreement to recall a member or members of the board, in
406 which case such member or members shall be recalled effective
407 immediately and shall turn over to the board within 5 full
408 business days any and all records and property of the
409 association in their possession, or proceed as described in
410 subparagraph 3.

411 3. If the board determines not to certify the written
412 agreement to recall a member or members of the board, or does
413 not certify the recall by a vote at a meeting, the board shall,
414 within 5 full business days after the meeting, file with the
415 division a petition for arbitration pursuant to the procedures
416 in s. 718.1255. For the purposes of this section, the unit
417 owners who voted at the meeting or who executed the agreement in

418 writing shall constitute one party under the petition for
 419 arbitration. If the arbitrator certifies the recall as to any
 420 member or members of the board, the recall will be effective
 421 upon mailing of the final order of arbitration to the
 422 association. If the association fails to comply with the order
 423 of the arbitrator, the division may take action pursuant to s.
 424 718.501. Any member or members so recalled shall deliver to the
 425 board any and all records of the association in their possession
 426 within 5 full business days after ~~of~~ the effective date of the
 427 recall.

428 4. If the board fails to duly notice and hold a board
 429 meeting within 5 full business days after ~~of~~ service of an
 430 agreement in writing or within 5 full business days after ~~of~~ the
 431 adjournment of the unit owner recall meeting, the recall shall
 432 be deemed effective and the board members so recalled shall
 433 immediately turn over to the board any and all records and
 434 property of the association.

435 5. If the board fails to duly notice and hold the required
 436 meeting or fails to file the required petition, the unit owner
 437 representative may file a petition pursuant to s. 718.1255
 438 challenging the board's failure to act. The petition must be
 439 filed within 60 days after the expiration of the applicable 5-
 440 full-business-day period. The review of a petition under this
 441 subparagraph is limited to the sufficiency of service on the
 442 board and the facial validity of the written agreement or
 443 ballots filed.

444 ~~6.5.~~ If a vacancy occurs on the board as a result of a
 445 recall or removal and less than a majority of the board members

446 are removed, the vacancy may be filled by the affirmative vote
447 of a majority of the remaining directors, notwithstanding any
448 provision to the contrary contained in this subsection. If
449 vacancies occur on the board as a result of a recall and a
450 majority or more of the board members are removed, the vacancies
451 shall be filled in accordance with procedural rules to be
452 adopted by the division, which rules need not be consistent with
453 this subsection. The rules must provide procedures governing the
454 conduct of the recall election as well as the operation of the
455 association during the period after a recall but prior to the
456 recall election.

457 7. A board member who has been recalled may file a
458 petition pursuant to s. 718.1255 challenging the validity of a
459 recall. The petition must be filed within 60 days after the
460 recall is deemed certified. The association and the unit owner
461 representative shall be named as the respondents.

462 8. The division may not accept for filing a recall
463 petition, whether filed pursuant to subparagraph 1.,
464 subparagraph 2., subparagraph 5., or subparagraph 7. and
465 regardless of whether the recall was certified, when there are
466 60 or fewer days until the scheduled reelection of the board
467 member sought to be recalled or when 60 or fewer days have
468 elapsed since the election of the board member sought to be
469 recalled.

470 Section 4. Subsection (5) of section 718.113, Florida
471 Statutes, is amended to read:

472 718.113 Maintenance; limitation upon improvement; display
473 of flag; hurricane shutters and protection; display of religious

474 decorations.—

475 (5) Each board of administration shall adopt hurricane
476 shutter specifications for each building within each condominium
477 operated by the association which shall include color, style,
478 and other factors deemed relevant by the board. All
479 specifications adopted by the board must comply with the
480 applicable building code.

481 (a) The board may, subject to ~~the provisions of s.~~
482 718.3026~~7~~, and the approval of a majority of voting interests of
483 the condominium, install hurricane shutters, impact glass, ~~or~~
484 ~~other~~ code-compliant windows or doors, or other types of code-
485 compliant hurricane protection that comply ~~complies~~ with or
486 exceed ~~exceeds~~ the applicable building code. However, a vote of
487 the owners is not required if the maintenance, repair, and
488 replacement of hurricane shutters, impact glass, ~~or other~~ code-
489 compliant windows or doors, or other types of code-compliant
490 hurricane protection are the responsibility of the association
491 pursuant to the declaration of condominium. If hurricane
492 protection or laminated glass or window film architecturally
493 designed to function as hurricane protection that ~~which~~ complies
494 with or exceeds the current applicable building code has been
495 previously installed, the board may not install hurricane
496 shutters, ~~hurricane protection, or~~ impact glass, ~~or other~~ code-
497 compliant windows or doors, or other types of code-compliant
498 hurricane protection except upon approval by a majority vote of
499 the voting interests.

500 (b) The association is responsible for the maintenance,
501 repair, and replacement of the hurricane shutters, impact glass,

502 code-compliant windows or doors, or other types of code-
503 compliant hurricane protection authorized by this subsection if
504 such property hurricane shutters or other hurricane protection
505 is the responsibility of the association pursuant to the
506 declaration of condominium. If the hurricane shutters, impact
507 glass, code-compliant windows or doors, or other types of code-
508 compliant hurricane protection ~~authorized by this subsection~~ are
509 the responsibility of the unit owners pursuant to the
510 declaration of condominium, the maintenance, repair, and
511 replacement of such items are the responsibility of the unit
512 owner.

513 (c) The board may operate shutters, impact glass, code-
514 compliant windows or doors, or other types of code-compliant
515 hurricane protection installed pursuant to this subsection
516 without permission of the unit owners only if such operation is
517 necessary to preserve and protect the condominium property and
518 association property. The installation, replacement, operation,
519 repair, and maintenance of such shutters, impact glass, code-
520 compliant windows or doors, or other types of code-compliant
521 hurricane protection in accordance with the procedures set forth
522 in this paragraph are not a material alteration to the common
523 elements or association property within the meaning of this
524 section.

525 (d) Notwithstanding any other provision in the condominium
526 documents, if approval is required by the documents, a board may
527 not refuse to approve the installation or replacement of
528 hurricane shutters, impact glass, code-compliant windows or
529 doors, or other types of code-compliant hurricane protection by

530 a unit owner conforming to the specifications adopted by the
 531 board.

532 Section 5. Paragraph (e) of subsection (1) of section
 533 718.115, Florida Statutes, is amended to read:

534 718.115 Common expenses and common surplus.—

535 (1)

536 (e) The expense of installation, replacement, operation,
 537 repair, and maintenance of hurricane shutters, impact glass,
 538 code-compliant windows or doors, or other types of code-
 539 compliant hurricane protection by the board pursuant to s.
 540 718.113(5) constitutes ~~shall constitute~~ a common expense ~~as~~
 541 ~~defined herein~~ and shall be collected as provided in this
 542 section if the association is responsible for the maintenance,
 543 repair, and replacement of the hurricane shutters, impact glass,
 544 code-compliant windows or doors, or other types of code-
 545 compliant hurricane protection pursuant to the declaration of
 546 condominium. However, if the maintenance, repair, and
 547 replacement of the hurricane shutters, impact glass, code-
 548 compliant windows or doors, or other types of code-compliant
 549 hurricane protection are ~~is~~ the responsibility of the unit
 550 owners pursuant to the declaration of condominium, the cost of
 551 the installation of the hurricane shutters, impact glass, code-
 552 compliant windows or doors, or other types of code-compliant
 553 hurricane protection is ~~shall~~ not be a common expense and, ~~but~~
 554 shall be charged individually to the unit owners based on the
 555 cost of installation of the hurricane shutters, impact glass,
 556 code-compliant windows or doors, or other types of code-
 557 compliant hurricane protection appurtenant to the unit.

558 Notwithstanding ~~the provisions of~~ s. 718.116(9), and regardless
559 of whether or not the declaration requires the association or
560 unit owners to maintain, repair, or replace hurricane shutters,
561 impact glass, code-compliant windows or doors, or other types of
562 code-compliant hurricane protection, a unit owner who has
563 previously installed hurricane shutters in accordance with s.
564 718.113(5) that comply with the current applicable building code
565 shall receive a credit when the shutters are installed; a unit
566 owner who has previously installed impact glass or code-
567 compliant windows or doors that comply with the current
568 applicable building code shall receive a credit when the impact
569 glass or code-compliant windows or doors are installed; and a
570 unit owner who has installed, other types of code-compliant
571 hurricane protection that comply with the current applicable
572 building code shall receive a credit when the same type of other
573 code-compliant hurricane protection is installed, and the ~~or~~
574 ~~laminated glass architecturally designed to function as~~
575 ~~hurricane protection, which hurricane shutters or other~~
576 ~~hurricane protection or laminated glass comply with the current~~
577 ~~applicable building code, shall receive a credit shall be equal~~
578 to the pro rata portion of the assessed installation cost
579 assigned to each unit. However, such unit owner remains ~~shall~~
580 ~~remain~~ responsible for the pro rata share of expenses for
581 hurricane shutters, impact glass, code-compliant windows or
582 doors, or other types of code-compliant hurricane protection
583 installed on common elements and association property by the
584 board pursuant to s. 718.113(5), ~~and~~ remains ~~shall remain~~
585 responsible for a pro rata share of the expense of the

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586 replacement, operation, repair, and maintenance of such
587 shutters, impact glass, code-compliant windows or doors, or
588 other types of code-compliant hurricane protection.

589 Section 6. Paragraphs (a), (b), and (c) of subsection (1)
590 of section 718.116, Florida Statutes, are amended to read:

591 718.116 Assessments; liability; lien and priority;
592 interest; collection.—

593 (1) (a) A unit owner, regardless of how the unit owner has
594 acquired his or her title has been acquired, including, but not
595 limited to, by purchase at a foreclosure sale ~~or by deed in lieu~~
596 ~~of foreclosure,~~ is liable for all assessments that ~~which~~ come
597 due while he or she is the unit owner. Additionally, a unit
598 owner is jointly and severally liable with the previous unit
599 owner for all unpaid assessments, late fees, interest, costs,
600 and reasonable attorney fees incurred by the association in an
601 attempt to collect all such amounts ~~is jointly and severally~~
602 ~~liable with the previous owner for all unpaid assessments~~ that
603 came due up to the time of transfer of title. This liability is
604 without prejudice to any right the present unit owner may have
605 to recover from the previous unit owner the amounts paid by the
606 present unit owner.

607 (b)1. The liability of a first mortgagee or its successors
608 ~~successor~~ or assignees who acquire title to a unit by
609 foreclosure or by deed in lieu of foreclosure for the unpaid
610 assessments, interest, administrative late fees, reasonable
611 costs and attorney fees, and any other fee, cost, or expense
612 incurred in the collection process that became due before the
613 mortgagee's acquisition of title is limited to the lesser of:

614 a. Only the unit's unpaid common expenses and regular
615 periodic assessments that ~~which~~ accrued or came due during the
616 12 months immediately preceding the acquisition of title and for
617 which payment in full has not been received by the association;
618 or

619 b. One percent of the original mortgage debt.

620 2. Subparagraph 1. applies ~~The provisions of this~~
621 ~~paragraph apply~~ only if the first mortgagee joined the
622 association as a defendant in the foreclosure action. Joinder of
623 the association is not required if, on the date the complaint is
624 filed, the association was dissolved or did not maintain an
625 office or agent for service of process at a location that ~~which~~
626 was known to or reasonably discoverable by the mortgagee.

627 3. The first mortgagee or its successors or assignees who
628 acquire title to a unit by foreclosure or by deed in lieu of
629 foreclosure are not liable for any interest, administrative late
630 fee, reasonable cost or attorney fee, or any other fee, cost, or
631 expense that came due prior to its acquisition of title. This
632 subparagraph is intended to clarify existing law.

633 4.2. An association, or its successor or assignee, that
634 acquires title to a unit through the foreclosure of its lien for
635 assessments is not liable for any unpaid assessments, late fees,
636 interest, or reasonable attorney ~~attorney's~~ fees and costs that
637 came due before the association's acquisition of title in favor
638 of any other association, as defined in s. 718.103(2) or s.
639 720.301(9), which holds a ~~superior~~ lien interest on the unit.
640 This subparagraph is intended to clarify existing law.

641 (c) The person acquiring title shall pay the amount owed
 642 to the association within 30 days after transfer of title.
 643 Failure to pay the full amount when due entitles ~~shall entitle~~
 644 the association to record a claim of lien against the parcel for
 645 the amounts specified in this subsection and proceed in the same
 646 manner as provided in this section for the collection of the
 647 amount owed and any unpaid assessments coming due after the
 648 acquisition of title and other charges authorized by subsection
 649 (3) on any unpaid assessments coming due after the acquisition
 650 of title.

651 Section 7. Paragraph (a) of subsection (3) and subsection
 652 (5) of section 718.303, Florida Statutes, are amended to read:

653 718.303 Obligations of owners and occupants; remedies.—

654 (3) The association may levy reasonable fines for the
 655 failure of the owner of the unit or its occupant, licensee, or
 656 invitee to comply with any provision of the declaration, the
 657 association bylaws, or reasonable rules of the association. A
 658 fine may not become a lien against a unit. A fine may be levied
 659 on the basis of each day of a continuing violation, with a
 660 single notice and opportunity for hearing. However, the fine may
 661 not exceed \$100 per violation, or \$1,000 in the aggregate.

662 (a) An association may suspend, for a reasonable period of
 663 time, the right of a unit owner, or a unit owner's tenant,
 664 guest, or invitee, to use the common elements, common
 665 facilities, or any other association property for failure to
 666 comply with any provision of the declaration, the association
 667 bylaws, or reasonable rules of the association. This paragraph
 668 does not apply to limited common elements intended to be used

669 only by that unit, common elements needed to access the unit,
670 utility services provided to the unit, parking spaces, or
671 elevators.

672 (5) An association may suspend the voting rights of a unit
673 or member due to nonpayment of any monetary obligation due to
674 the association which is more than 90 days delinquent. ~~A voting~~
675 ~~interest or consent right allocated to a unit or member which~~
676 ~~has been suspended by the association may not be counted towards~~
677 ~~the total number of voting interests necessary to constitute a~~
678 ~~quorum, the number of voting interests required to conduct an~~
679 ~~election, or the number of voting interests required to approve~~
680 ~~an action under this chapter or pursuant to the declaration,~~
681 ~~articles of incorporation, or bylaws.~~ The suspension ends upon
682 full payment of all obligations currently due or overdue the
683 association. The notice and hearing requirements under
684 subsection (3) do not apply to a suspension imposed under this
685 subsection.

686 Section 8. Subsection (1) of section 718.403, Florida
687 Statutes, is amended to read:

688 718.403 Phase condominiums.—

689 (1) Notwithstanding ~~the provisions of s. 718.110,~~ a
690 developer may develop a condominium in phases, if the original
691 declaration of condominium submitting the initial phase to
692 condominium ownership or an amendment to the declaration which
693 has been approved by all of the unit owners and unit mortgagees
694 provides for and describes in detail all anticipated phases; the
695 impact, if any, which the completion of subsequent phases would
696 have upon the initial phase; and the time period (which may not

697 exceed 7 years from the date of recording the declaration of
 698 condominium, unless extended as provided in this subsection)
 699 within which all phases must be added to the condominium and
 700 comply with the requirements of this section and at the end of
 701 which the right to add additional phases expires.

702 (a) All phases must be added to the condominium within 7
 703 years after the date of recording the original declaration of
 704 condominium submitting the initial phase to condominium
 705 ownership unless an amendment extending the 7-year period is
 706 approved by the unit owners.

707 (b) An amendment to extend the 7-year period requires the
 708 approval of the owners necessary to amend the declaration of
 709 condominium consistent with s. 718.110(1)(a). An extension of
 710 the 7-year period may be submitted for approval only during the
 711 last 3 years of the 7-year period.

712 (c) An amendment must describe the time period within
 713 which all phases must be added to the condominium and such time
 714 period may not exceed 10 years after the date of recording the
 715 original declaration of condominium submitting the initial phase
 716 to condominium ownership.

717 (d) Notwithstanding s. 718.110, an amendment extending the
 718 7-year period is not an amendment subject to s. 718.110(4).

719 Section 9. Section 718.406, Florida Statutes, is created
 720 to read:

721 718.406 Condominiums created within condominium parcels.-

722 (1) Unless otherwise expressed in the declaration of
 723 condominium, if a condominium is created within a condominium
 724 parcel, the term:

725 (a) "Primary condominium" means any condominium that is
 726 not a secondary condominium and contains one or more subdivided
 727 parcels.

728 (b) "Primary condominium association" means any entity
 729 that operates a primary condominium.

730 (c) "Primary condominium declaration" means the instrument
 731 or instruments by which a primary condominium is created, as
 732 they are from time to time amended.

733 (d) "Secondary condominium" means one or more condominium
 734 parcels that have been submitted to condominium ownership
 735 pursuant to a secondary condominium declaration.

736 (e) "Secondary condominium association" means any entity
 737 that is responsible for the operation of a secondary condominium
 738 and that is a member of the primary condominium association.

739 (f) "Secondary condominium declaration" means the
 740 instrument or instruments by which a secondary condominium is
 741 created, as they are from time to time amended.

742 (g) "Secondary unit" means a unit that is part of a
 743 secondary condominium.

744 (h) "Subdivided parcel" means a condominium parcel in a
 745 primary condominium that has been submitted to condominium
 746 ownership pursuant to a secondary condominium declaration.

747 (2) Unless otherwise provided in the primary condominium
 748 declaration, if a condominium parcel is a subdivided parcel, the
 749 secondary condominium association responsible for operating the
 750 secondary condominium upon the subdivided parcel shall act on
 751 behalf of all of the unit owners of secondary units in the
 752 secondary condominium and shall exercise all rights of the

753 secondary unit owners in the primary condominium association,
754 other than the right of possession of the secondary unit. The
755 secondary condominium association shall designate a
756 representative who shall cast the vote of the subdivided parcel
757 in the primary condominium association and, if no person is
758 designated by the secondary condominium association to cast such
759 vote, the vote shall be cast by the president of the secondary
760 condominium association or the designee of the president.

761 (3) Unless otherwise provided in the primary condominium
762 declaration as originally recorded, no amendment to the primary
763 condominium declaration may permit the consideration of
764 secondary condominiums to be created upon parcels in the primary
765 condominium, unless the amendment is approved by the owners of
766 not less than two-thirds of the parcels in the primary
767 condominium in accordance with s. 718.110(1)(a).

768 (4) Unless otherwise provided in the primary condominium
769 declaration, a secondary condominium may not be created upon any
770 condominium parcel in the primary condominium, unless the record
771 owner of the unit and all record owners of liens on the unit
772 join in the execution of the amendment and all record owners of
773 all other units in the same condominium approve the amendment.
774 Unless otherwise provided in the primary condominium
775 declaration, the owners of condominium parcels in the primary
776 condominium that will not be part of the proposed secondary
777 condominium and the holders of liens upon such primary
778 condominium parcels shall not have approval rights regarding the
779 contents of the secondary condominium declaration. Only the
780 board of administration of the primary condominium association,

781 the owner of the subdivided parcel, and the holders of liens
782 upon the subdivided parcel shall have approval rights regarding
783 the contents of the secondary condominium declaration. In order
784 for the recording of the secondary condominium declaration to be
785 effective to create the secondary condominium, the board of
786 administration of the primary condominium association, the owner
787 of the subdivided parcel, and all holders of liens on the
788 subdivided parcel must execute the secondary condominium
789 declaration for the purpose of evidencing their approval.

790 (5) An owner of a secondary unit is subject to both the
791 primary condominium declaration and the secondary condominium
792 declaration.

793 (6) The primary condominium association may provide
794 insurance required by s. 718.111(11) for common elements and
795 other improvements within the secondary condominium if the
796 primary condominium declaration permits the primary condominium
797 association to provide such insurance for the benefit of the
798 condominium property included in the subdivided parcel, in lieu
799 of such insurance being provided by the secondary condominium
800 association.

801 (7) Unless otherwise provided in the primary condominium
802 declaration, the board of administration of the primary
803 condominium association may adopt hurricane shutter or hurricane
804 protection specifications for each building within which
805 subdivided parcels are located and govern any subdivided parcels
806 in the primary condominium.

807 (8) Any unit owner of, or holder of a first mortgage on, a
808 secondary unit may register such unit owner's or mortgagee's

809 interest in the secondary unit with the primary condominium
810 association by delivering written notice to the primary
811 condominium association. Once registered, the primary
812 condominium association must provide written notice to such
813 secondary unit owner and his, her, or its first mortgagee at
814 least 30 days before instituting any foreclosure action against
815 the subdivided parcel in which the secondary unit owner and his,
816 her, or its first mortgagee hold an interest for failure of the
817 secondary condominium association to pay any assessments or
818 other amounts due to the primary condominium association. A
819 foreclosure action against a subdivided condominium parcel is
820 not effective without an affidavit indicating that written
821 notice of the foreclosure was timely sent to the names and
822 addresses of secondary unit owners and first mortgagees
823 registered with the primary condominium association pursuant to
824 this subsection. The registered secondary unit owner or
825 mortgagee has a right to pay the proportionate amount of the
826 delinquent assessment attributable to the secondary unit in
827 which the registered unit owner or mortgagee holds an interest.
828 Upon such payment, the primary condominium association shall be
829 obligated to promptly partially release of record the lien of
830 the primary condominium association so that the lien no longer
831 encumbers such secondary unit. Alternatively, a registered
832 secondary unit owner or mortgagee may pay the amount of all
833 delinquent assessments attributed to the subdivided parcel and
834 seek reimbursement for all such amounts paid and all costs
835 incurred from the secondary condominium association, including,
836 without limitation, the costs of collection other than the share

837 allocable to the secondary unit on behalf of which such payment
 838 was made.

839 (9) In the event of a conflict between the primary
 840 condominium declaration and the secondary condominium
 841 declaration, the primary condominium declaration controls.

842 (10) All common expenses due to the primary condominium
 843 association with respect to a subdivided parcel are a common
 844 expense of the secondary condominium association and shall be
 845 collected by the secondary condominium association from its
 846 members and paid to the primary condominium association.

847 Section 10. Subsection (2) of section 718.5011, Florida
 848 Statutes, is amended to read:

849 718.5011 Ombudsman; appointment; administration.—

850 (2) The Governor shall appoint the ombudsman. The
 851 ombudsman must be an attorney admitted to practice before the
 852 Florida Supreme Court and shall serve at the pleasure of the
 853 Governor. A vacancy in the office shall be filled in the same
 854 manner as the original appointment. An officer or full-time
 855 employee of the ombudsman's office may not actively engage in
 856 any other business or profession that directly or indirectly
 857 relates to or conflicts with his or her work in the ombudsman's
 858 office; serve as the representative of any political party,
 859 executive committee, or other governing body of a political
 860 party; serve as an executive, officer, or employee of a
 861 political party; receive remuneration for activities on behalf
 862 of any candidate for public office; or engage in soliciting
 863 votes or other activities on behalf of a candidate for public
 864 office. The ombudsman or any employee of his or her office may

865 not become a candidate for election to public office unless he
 866 or she first resigns from his or her office or employment.

867 Section 11. Section 718.707, Florida Statutes, is amended
 868 to read:

869 718.707 Time limitation for classification as bulk
 870 assignee or bulk buyer.—A person acquiring condominium parcels
 871 may not be classified as a bulk assignee or bulk buyer unless
 872 the condominium parcels were acquired on or after July 1, 2010,
 873 but before July 1, 2015 ~~2012~~. The date of such acquisition shall
 874 be determined by the date of recording a deed or other
 875 instrument of conveyance for such parcels in the public records
 876 of the county in which the condominium is located, or by the
 877 date of issuing a certificate of title in a foreclosure
 878 proceeding with respect to such condominium parcels.

879 Section 12. Paragraph (c) of subsection (2) of section
 880 719.104, Florida Statutes, is amended to read:

881 719.104 Cooperatives; access to units; records; financial
 882 reports; assessments; purchase of leases.—

883 (2) OFFICIAL RECORDS.—

884 (c) The official records of the association shall be open
 885 to inspection by any association member or the authorized
 886 representative of such member at all reasonable times. Failure
 887 to permit inspection of the association records as provided in
 888 this subsection ~~herein~~ entitles any person prevailing in an
 889 enforcement action to recover reasonable attorney ~~attorney's~~
 890 fees from the person in control of the records who, directly or
 891 indirectly, knowingly denies access to the records for
 892 inspection. The right to inspect the records includes the right

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893 | to make or obtain copies, at the reasonable expense, if any, of
894 | the association member. The association may adopt reasonable
895 | rules regarding the frequency, time, location, notice, and
896 | manner of record inspections and copying. The failure of an
897 | association to provide the records within 10 working days after
898 | receipt of a written request creates a rebuttable presumption
899 | that the association willfully failed to comply with this
900 | paragraph. A unit owner who is denied access to official records
901 | is entitled to the actual damages or minimum damages for the
902 | association's willful failure to comply with this paragraph. The
903 | minimum damages shall be \$50 per calendar day up to 10 days, the
904 | calculation to begin on the 11th day after receipt of the
905 | written request. The association shall maintain an adequate
906 | number of copies of the declaration, articles of incorporation,
907 | bylaws, and rules, and all amendments to each of the foregoing,
908 | as well as the question and answer sheet provided for in s.
909 | 719.504, on the cooperative property to ensure their
910 | availability to unit owners and prospective purchasers, and may
911 | charge its actual costs for preparing and furnishing these
912 | documents to those requesting the same. Notwithstanding ~~the~~
913 | ~~provisions of~~ this paragraph, the following records shall not be
914 | accessible to unit owners:

915 | 1. Any record protected by the lawyer-client privilege as
916 | provided in s. 90.502; protected by the work-product privilege,
917 | including any record ~~A record that was~~ prepared by an
918 | association attorney or prepared at the attorney's express
919 | direction; reflecting ~~that reflects~~ a mental impression,
920 | conclusion, litigation strategy, or legal theory of the attorney

921 or the association; or ~~that was~~ prepared exclusively for civil
 922 or criminal litigation or for adversarial administrative
 923 proceedings or in anticipation of imminent civil or criminal
 924 litigation or imminent adversarial administrative proceedings,
 925 until the conclusion of the litigation or adversarial
 926 administrative proceedings.

927 2. Information obtained by an association in connection
 928 with the approval of the lease, sale, or other transfer of a
 929 unit.

930 3. Medical records of unit owners.

931 4. Personnel records of association employees, including,
 932 but not limited to, disciplinary, payroll, health, and insurance
 933 records. For purposes of this subparagraph, the term "personnel
 934 records" does not include written employment agreements with an
 935 association employee or budgetary or financial records that
 936 indicate the compensation paid to an association employee.

937 5. Social security numbers, driver license numbers, credit
 938 card numbers, e-mail addresses, telephone numbers, emergency
 939 contact information, any addresses of a unit owner other than
 940 addresses provided to fulfill the association's notice
 941 requirements, and other personal identifying information of any
 942 person, excluding the person's name, unit designation, mailing
 943 address, and property address.

944 6. Any electronic security measures that are used by the
 945 association to safeguard data, including passwords.

946 7. The software and operating system used by the
 947 association which allows manipulation of data, even if the owner

948 owns a copy of the same software used by the association. The
949 data is part of the official records of the association.

950 Section 13. Subsection (7) is added to section 719.1055,
951 Florida Statutes, to read:

952 719.1055 Amendment of cooperative documents; alteration
953 and acquisition of property.—

954 (7) The Legislature finds that the procurement of
955 mortgagee consent to amendments that do not affect the rights or
956 interests of mortgagees is an unreasonable and substantial
957 logistical and financial burden on the unit owners and that
958 there is a compelling state interest in enabling the members of
959 an association to approve amendments to the association's
960 cooperative documents through legal means. Accordingly, and
961 notwithstanding any provision to the contrary contained in this
962 subsection:

963 (a) As to any mortgage recorded on or after July 1, 2012,
964 any provision in the association's cooperative documents that
965 requires the consent or joinder of some or all mortgagees of
966 units or any other portion of the association's common areas to
967 amend the association's cooperative documents or for any other
968 matter is enforceable only as to amendments to the association's
969 cooperative documents that adversely affect the priority of the
970 mortgagee's lien or the mortgagee's rights to foreclose its lien
971 or that otherwise materially affect the rights and interests of
972 the mortgagees.

973 (b) As to mortgages recorded before July 1, 2012, any
974 existing provisions in the association's cooperative documents
975 requiring mortgagee consent are enforceable.

976 (c) In securing consent or joinder, the association is
977 entitled to rely upon the public records to identify the holders
978 of outstanding mortgages. The association may use the address
979 provided in the original recorded mortgage document, unless
980 there is a different address for the holder of the mortgage in a
981 recorded assignment or modification of the mortgage, which
982 recorded assignment or modification must reference the official
983 records book and page on which the original mortgage was
984 recorded. Once the association has identified the recorded
985 mortgages of record, the association shall, in writing, request
986 of each unit owner whose unit is encumbered by a mortgage of
987 record any information the owner has in his or her possession
988 regarding the name and address of the person to whom mortgage
989 payments are currently being made. Notice shall be sent to such
990 person if the address provided in the original recorded mortgage
991 document is different from the name and address of the mortgagee
992 or assignee of the mortgage as shown by the public record. The
993 association is deemed to have complied with this requirement by
994 making the written request of the unit owners required under
995 this paragraph. Any notices required to be sent to the
996 mortgagees under this paragraph shall be sent to all available
997 addresses provided to the association.

998 (d) Any notice to the mortgagees required under paragraph
999 (c) may be sent by a method that establishes proof of delivery,
1000 and any mortgagee who fails to respond within 60 days after the
1001 date of mailing is deemed to have consented to the amendment.

1002 (e) For those amendments requiring mortgagee consent on or
1003 after July 1, 2012, in the event mortgagee consent is provided

1004 other than by properly recorded joinder, such consent shall be
 1005 evidenced by affidavit of the association recorded in the public
 1006 records of the county in which the declaration is recorded.

1007 (f) Any amendment adopted without the required consent of
 1008 a mortgagee is voidable only by a mortgagee who was entitled to
 1009 notice and an opportunity to consent. An action to void an
 1010 amendment is subject to the statute of limitations beginning 5
 1011 years after the date of discovery as to the amendments described
 1012 in paragraph (a) and 5 years after the date of recordation of
 1013 the certificate of amendment for all other amendments. This
 1014 paragraph applies to all mortgages, regardless of the date of
 1015 recordation of the mortgage.

1016 Section 14. Paragraphs (c), (d), and (f) of subsection (1)
 1017 of section 719.106, Florida Statutes, are amended to read:

1018 719.106 Bylaws; cooperative ownership.—

1019 (1) MANDATORY PROVISIONS.—The bylaws or other cooperative
 1020 documents shall provide for the following, and if they do not,
 1021 they shall be deemed to include the following:

1022 (c) Board of administration meetings.—Meetings of the
 1023 board of administration at which a quorum of the members is
 1024 present shall be open to all unit owners. Any unit owner may
 1025 tape record or videotape meetings of the board of
 1026 administration. The right to attend such meetings includes the
 1027 right to speak at such meetings with reference to all designated
 1028 agenda items. The division shall adopt reasonable rules
 1029 governing the tape recording and videotaping of the meeting. The
 1030 association may adopt reasonable written rules governing the
 1031 frequency, duration, and manner of unit owner statements.

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1032 Adequate notice of all meetings shall be posted in a conspicuous
1033 place upon the cooperative property at least 48 continuous hours
1034 preceding the meeting, except in an emergency. Any item not
1035 included on the notice may be taken up on an emergency basis by
1036 at least a majority plus one of the members of the board. Such
1037 emergency action shall be noticed and ratified at the next
1038 regular meeting of the board. However, written notice of any
1039 meeting at which nonemergency special assessments, or at which
1040 amendment to rules regarding unit use, will be considered shall
1041 be mailed, delivered, or electronically transmitted to the unit
1042 owners and posted conspicuously on the cooperative property not
1043 less than 14 days prior to the meeting. Evidence of compliance
1044 with this 14-day notice shall be made by an affidavit executed
1045 by the person providing the notice and filed among the official
1046 records of the association. Upon notice to the unit owners, the
1047 board shall by duly adopted rule designate a specific location
1048 on the cooperative property upon which all notices of board
1049 meetings shall be posted. In lieu of or in addition to the
1050 physical posting of notice of any meeting of the board of
1051 administration on the cooperative property, the association may,
1052 by reasonable rule, adopt a procedure for conspicuously posting
1053 and repeatedly broadcasting the notice and the agenda on a
1054 closed-circuit cable television system serving the cooperative
1055 association. However, if broadcast notice is used in lieu of a
1056 notice posted physically on the cooperative property, the notice
1057 and agenda must be broadcast at least four times every broadcast
1058 hour of each day that a posted notice is otherwise required
1059 under this section. When broadcast notice is provided, the

1060 notice and agenda must be broadcast in a manner and for a
 1061 sufficient continuous length of time so as to allow an average
 1062 reader to observe the notice and read and comprehend the entire
 1063 content of the notice and the agenda. Notice of any meeting in
 1064 which regular assessments against unit owners are to be
 1065 considered for any reason shall specifically contain a statement
 1066 that assessments will be considered and the nature of any such
 1067 assessments. Meetings of a committee to take final action on
 1068 behalf of the board or to make recommendations to the board
 1069 regarding the association budget are subject to the provisions
 1070 of this paragraph. Meetings of a committee that does not take
 1071 final action on behalf of the board or make recommendations to
 1072 the board regarding the association budget are subject to the
 1073 provisions of this section, unless those meetings are exempted
 1074 from this section by the bylaws of the association.

1075 Notwithstanding any other law to the contrary, the requirement
 1076 that board meetings and committee meetings be open to the unit
 1077 owners does not apply ~~is inapplicable~~ to board or committee
 1078 meetings held for the purpose of discussing personnel matters or
 1079 meetings between the board or a committee and the association's
 1080 attorney, with respect to proposed or pending litigation, if
 1081 ~~when~~ the meeting is held for the purpose of seeking or rendering
 1082 legal advice.

1083 (d) Shareholder meetings.—There shall be an annual meeting
 1084 of the shareholders. All members of the board of administration
 1085 shall be elected at the annual meeting unless the bylaws provide
 1086 for staggered election terms or for their election at another
 1087 meeting. Any unit owner desiring to be a candidate for board

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1088 membership must comply with subparagraph 1. The bylaws must
1089 provide the method for calling meetings, including annual
1090 meetings. Written notice, which must incorporate an
1091 identification of agenda items, shall be given to each unit
1092 owner at least 14 days before the annual meeting and posted in a
1093 conspicuous place on the cooperative property at least 14
1094 continuous days preceding the annual meeting. Upon notice to the
1095 unit owners, the board must by duly adopted rule designate a
1096 specific location on the cooperative property upon which all
1097 notice of unit owner meetings are posted. In lieu of or in
1098 addition to the physical posting of the meeting notice, the
1099 association may, by reasonable rule, adopt a procedure for
1100 conspicuously posting and repeatedly broadcasting the notice and
1101 the agenda on a closed-circuit cable television system serving
1102 the cooperative association. However, if broadcast notice is
1103 used in lieu of a posted notice, the notice and agenda must be
1104 broadcast at least four times every broadcast hour of each day
1105 that a posted notice is otherwise required under this section.
1106 If broadcast notice is provided, the notice and agenda must be
1107 broadcast in a manner and for a sufficient continuous length of
1108 time to allow an average reader to observe the notice and read
1109 and comprehend the entire content of the notice and the agenda.
1110 Unless a unit owner waives in writing the right to receive
1111 notice of the annual meeting, the notice of the annual meeting
1112 must be sent by mail, hand delivered, or electronically
1113 transmitted to each unit owner. An officer of the association
1114 must provide an affidavit or United States Postal Service
1115 certificate of mailing, to be included in the official records

1116 of the association, affirming that notices of the association
1117 meeting were mailed, hand delivered, or electronically
1118 transmitted, in accordance with this provision, to each unit
1119 owner at the address last furnished to the association.

1120 1. The board of administration shall be elected by written
1121 ballot or voting machine. A proxy may not be used in electing
1122 the board of administration in general elections or elections to
1123 fill vacancies caused by recall, resignation, or otherwise
1124 unless otherwise provided in this chapter. At least 60 days
1125 before a scheduled election, the association shall mail,
1126 deliver, or transmit, whether by separate association mailing,
1127 delivery, or electronic transmission or included in another
1128 association mailing, delivery, or electronic transmission,
1129 including regularly published newsletters, to each unit owner
1130 entitled to vote, a first notice of the date of the election.
1131 Any unit owner or other eligible person desiring to be a
1132 candidate for the board of administration must give written
1133 notice to the association at least 40 days before a scheduled
1134 election. Together with the written notice and agenda as set
1135 forth in this section, the association shall mail, deliver, or
1136 electronically transmit a second notice of election to all unit
1137 owners entitled to vote, together with a ballot that ~~which~~ lists
1138 all candidates. Upon request of a candidate, the association
1139 shall include an information sheet, no larger than 8 1/2 inches
1140 by 11 inches, which must be furnished by the candidate at least
1141 35 days before the election, to be included with the mailing,
1142 delivery, or electronic transmission of the ballot, with the
1143 costs of mailing, delivery, or transmission and copying to be

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1144 borne by the association. The association is not liable for the
1145 contents of the information sheets provided by the candidates.
1146 In order to reduce costs, the association may print or duplicate
1147 the information sheets on both sides of the paper. The division
1148 shall by rule establish voting procedures consistent with this
1149 subparagraph, including rules establishing procedures for giving
1150 notice by electronic transmission and rules providing for the
1151 secrecy of ballots. Elections shall be decided by a plurality of
1152 those ballots cast. There is no quorum requirement. However, at
1153 least 20 percent of the eligible voters must cast a ballot in
1154 order to have a valid election. A unit owner may not permit any
1155 other person to vote his or her ballot, and any such ballots
1156 improperly cast are invalid. A unit owner who needs assistance
1157 in casting the ballot for the reasons stated in s. 101.051 may
1158 obtain assistance in casting the ballot. Any unit owner
1159 violating this provision may be fined by the association in
1160 accordance with s. 719.303. The regular election must occur on
1161 the date of the annual meeting. This subparagraph does not apply
1162 to timeshare cooperatives. Notwithstanding this subparagraph, an
1163 election and balloting are not required unless more candidates
1164 file a notice of intent to run or are nominated than vacancies
1165 exist on the board. Any challenge to the election process must
1166 be commenced within 60 days after the election results are
1167 announced.

1168 2. Any approval by unit owners called for by this chapter,
1169 or the applicable cooperative documents, must be made at a duly
1170 noticed meeting of unit owners and is subject to this chapter or
1171 the applicable cooperative documents relating to unit owner

1172 decisionmaking, except that unit owners may take action by
1173 written agreement, without meetings, on matters for which action
1174 by written agreement without meetings is expressly allowed by
1175 the applicable cooperative documents or law which provides for
1176 the unit owner action.

1177 3. Unit owners may waive notice of specific meetings if
1178 allowed by the applicable cooperative documents or law. If
1179 authorized by the bylaws, notice of meetings of the board of
1180 administration, shareholder meetings, except shareholder
1181 meetings called to recall board members under paragraph (f), and
1182 committee meetings may be given by electronic transmission to
1183 unit owners who consent to receive notice by electronic
1184 transmission.

1185 4. Unit owners have the right to participate in meetings
1186 of unit owners with reference to all designated agenda items.
1187 However, the association may adopt reasonable rules governing
1188 the frequency, duration, and manner of unit owner participation.

1189 5. Any unit owner may tape record or videotape meetings of
1190 the unit owners subject to reasonable rules adopted by the
1191 division.

1192 6. Unless otherwise provided in the bylaws, a vacancy
1193 occurring on the board before the expiration of a term may be
1194 filled by the affirmative vote of the majority of the remaining
1195 directors, even if the remaining directors constitute less than
1196 a quorum, or by the sole remaining director. In the alternative,
1197 a board may hold an election to fill the vacancy, in which case
1198 the election procedures must conform to the requirements of
1199 subparagraph 1. unless the association has opted out of the

1200 statutory election process, in which case the bylaws of the
 1201 association control. Unless otherwise provided in the bylaws, a
 1202 board member appointed or elected under this subparagraph shall
 1203 fill the vacancy for the unexpired term of the seat being
 1204 filled. Filling vacancies created by recall is governed by
 1205 paragraph (f) and rules adopted by the division.

1206
 1207 Notwithstanding subparagraphs (b)2. and (d)1., an association
 1208 may, by the affirmative vote of a majority of the total voting
 1209 interests, provide for a different voting and election procedure
 1210 in its bylaws, which vote may be by a proxy specifically
 1211 delineating the different voting and election procedures. The
 1212 different voting and election procedures may provide for
 1213 elections to be conducted by limited or general proxy.

1214 (f) Recall of board members.—Subject to ~~the provisions of~~
 1215 s. 719.301, any member of the board of administration may be
 1216 recalled and removed from office with or without cause by the
 1217 vote or agreement in writing by a majority of all the voting
 1218 interests. A special meeting of the voting interests to recall
 1219 any member of the board of administration may be called by 10
 1220 percent of the unit owners giving notice of the meeting as
 1221 required for a meeting of unit owners, and the notice shall
 1222 state the purpose of the meeting. Electronic transmission may
 1223 not be used as a method of giving notice of a meeting called in
 1224 whole or in part for this purpose.

1225 1. If the recall is approved by a majority of all voting
 1226 interests by a vote at a meeting, the recall shall be effective
 1227 as provided in this paragraph herein. The board shall duly

1228 notice and hold a board meeting within 5 full business days
 1229 after ~~of~~ the adjournment of the unit owner meeting to recall one
 1230 or more board members. At the meeting, the board shall either
 1231 certify the recall, in which case such member or members shall
 1232 be recalled effective immediately and shall turn over to the
 1233 board within 5 full business days any and all records and
 1234 property of the association in their possession, or shall
 1235 proceed as set forth in subparagraph 3.

1236 2. If the proposed recall is by an agreement in writing by
 1237 a majority of all voting interests, the agreement in writing or
 1238 a copy thereof shall be served on the association by certified
 1239 mail or by personal service in the manner authorized by chapter
 1240 48 and the Florida Rules of Civil Procedure. The board of
 1241 administration shall duly notice and hold a meeting of the board
 1242 within 5 full business days after receipt of the agreement in
 1243 writing. At the meeting, the board shall either certify the
 1244 written agreement to recall members of the board, in which case
 1245 such members shall be recalled effective immediately and shall
 1246 turn over to the board, within 5 full business days, any and all
 1247 records and property of the association in their possession, or
 1248 proceed as described in subparagraph 3.

1249 3. If the board determines not to certify the written
 1250 agreement to recall members of the board, or does not certify
 1251 the recall by a vote at a meeting, the board shall, within 5
 1252 full business days after the board meeting, file with the
 1253 division a petition for binding arbitration pursuant to the
 1254 procedures of s. 719.1255. For purposes of this paragraph, the
 1255 unit owners who voted at the meeting or who executed the

1256 agreement in writing shall constitute one party under the
 1257 petition for arbitration. If the arbitrator certifies the recall
 1258 as to any member of the board, the recall shall be effective
 1259 upon mailing of the final order of arbitration to the
 1260 association. If the association fails to comply with the order
 1261 of the arbitrator, the division may take action pursuant to s.
 1262 719.501. Any member so recalled shall deliver to the board any
 1263 and all records and property of the association in the member's
 1264 possession within 5 full business days after ~~of~~ the effective
 1265 date of the recall.

1266 4. If the board fails to duly notice and hold a board
 1267 meeting within 5 full business days after ~~of~~ service of an
 1268 agreement in writing or within 5 full business days after ~~of~~ the
 1269 adjournment of the unit owner recall meeting, the recall shall
 1270 be deemed effective and the board members so recalled shall
 1271 immediately turn over to the board any and all records and
 1272 property of the association.

1273 5. If the board fails to duly notice and hold the required
 1274 meeting or fails to file the required petition, the unit owner
 1275 representative may file a petition pursuant to s. 719.1255
 1276 challenging the board's failure to act. The petition must be
 1277 filed within 60 days after the expiration of the applicable 5-
 1278 full-business-day period. The review of a petition under this
 1279 subparagraph is limited to the sufficiency of service on the
 1280 board and the facial validity of the written agreement or
 1281 ballots filed.

1282 ~~6.5.~~ If a vacancy occurs on the board as a result of a
 1283 recall and less than a majority of the board members are

1284 removed, the vacancy may be filled by the affirmative vote of a
 1285 majority of the remaining directors, notwithstanding any
 1286 provision to the contrary contained in this chapter. If
 1287 vacancies occur on the board as a result of a recall and a
 1288 majority or more of the board members are removed, the vacancies
 1289 shall be filled in accordance with procedural rules to be
 1290 adopted by the division, which rules need not be consistent with
 1291 this chapter. The rules must provide procedures governing the
 1292 conduct of the recall election as well as the operation of the
 1293 association during the period after a recall but prior to the
 1294 recall election.

1295 7. A board member who has been recalled may file a
 1296 petition pursuant to s. 719.1255 challenging the validity of a
 1297 recall. The petition must be filed within 60 days after the
 1298 recall is deemed certified. The association and the unit owner
 1299 representative shall be named as the respondents.

1300 8. The division may not accept for filing a recall
 1301 petition, whether filed pursuant to subparagraph 1.,
 1302 subparagraph 2., subparagraph 5., or subparagraph 7. and
 1303 regardless of whether the recall was certified, when there are
 1304 60 or fewer days until the scheduled reelection of the board
 1305 member sought to be recalled or when 60 or fewer days have not
 1306 elapsed since the election of the board member sought to be
 1307 recalled.

1308 Section 15. Section 719.108, Florida Statutes, is amended
 1309 to read:

1310 719.108 Rents and assessments; liability; lien and
 1311 priority; interest; collection; cooperative ownership.—

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1312 (1) A unit owner, regardless of how title is acquired,
1313 including, without limitation, a purchaser at a judicial sale,
1314 ~~is shall be~~ liable for all rents and assessments coming due
1315 while the unit owner owns the unit ~~is in exclusive possession of~~
1316 ~~a unit. Additionally, a~~ In a voluntary transfer, the unit owner
1317 ~~is in exclusive possession shall be~~ jointly and severally liable
1318 with the previous unit owner for all unpaid rents and
1319 assessments, late fees, interest, costs, and reasonable attorney
1320 fees incurred in an attempt to collect all such amounts that
1321 came due against the previous unit owner for his or her share of
1322 the common expenses up to the time of the transfer of title.
1323 This liability is, without prejudice to the rights of the
1324 present unit owner in exclusive possession to recover from the
1325 previous unit owner any the amounts paid by the present unit
1326 owner ~~in exclusive possession therefor.~~

1327 (2) The liability for rents and assessments may not be
1328 avoided by waiver of the use or enjoyment of any common areas or
1329 by abandonment of the unit for which the rents and assessments
1330 are made.

1331 (3) Notwithstanding any other provision of this section,
1332 the liability of a first mortgagee or its successor or assignees
1333 who acquire title to a unit by foreclosure or by deed in lieu of
1334 foreclosure for the unpaid assessments that became due before
1335 the mortgagee's acquisition of title is limited to the lesser
1336 of:

1337 (a) The unit's unpaid common expenses and regular periodic
1338 or special assessments which accrued or came due during the 12
1339 months immediately preceding the acquisition of title and for

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1340 which payment in full has not been received by the association;
1341 or

1342 (b) One percent of the original mortgage debt. This
1343 paragraph applies only if the first mortgagee joined the
1344 association as a defendant in the foreclosure action. Joinder of
1345 the association is not required if, on the date the complaint is
1346 filed, the association was dissolved or did not maintain an
1347 office or agent for service of process at a location that was
1348 known to or reasonably discoverable by the mortgagee.

1349 (4) The person acquiring title shall pay the amount owed
1350 to the association within 30 days after transfer of title.
1351 Failure to pay the full amount when due entitles the association
1352 to record a claim of lien against the parcel and proceed in the
1353 same manner as provided in this section for the collection of
1354 unpaid assessments.

1355 (5)~~(3)~~ Rents and assessments, and installments on them,
1356 not paid when due bear interest at the rate provided in the
1357 cooperative documents from the date due until paid. This rate
1358 may not exceed the rate allowed by law and, if a rate is not
1359 provided in the cooperative documents, accrues at 18 percent per
1360 annum. If the cooperative documents or bylaws so provide, the
1361 association may charge an administrative late fee in addition to
1362 such interest, not to exceed the greater of \$25 or 5 percent of
1363 each installment of the assessment for each delinquent
1364 installment that the payment is late. Any payment received by an
1365 association must be applied first to any interest accrued by the
1366 association, then to any administrative late fee, then to any
1367 costs and reasonable attorney ~~attorney's~~ fees incurred in

1368 collection, and then to the delinquent assessment. The foregoing
 1369 applies notwithstanding any restrictive endorsement,
 1370 designation, or instruction placed on or accompanying a payment.
 1371 A late fee is not subject to chapter 687 or s. 719.303(4).

1372 (6)~~(4)~~ The association has a lien on each cooperative
 1373 parcel for any unpaid rents and assessments, plus interest, and
 1374 any authorized administrative late fees. If authorized by the
 1375 cooperative documents, the lien also secures reasonable attorney
 1376 ~~attorney's~~ fees incurred by the association incident to the
 1377 collection of the rents and assessments or enforcement of such
 1378 lien. The lien is effective from and after recording a claim of
 1379 lien in the public records in the county in which the
 1380 cooperative parcel is located which states the description of
 1381 the cooperative parcel, the name of the unit owner, the amount
 1382 due, and the due dates. The lien expires if a claim of lien is
 1383 not filed within 1 year after the date the assessment was due,
 1384 and the lien does not continue for longer than 1 year after the
 1385 claim of lien has been recorded unless, within that time, an
 1386 action to enforce the lien is commenced. Except as otherwise
 1387 provided in this chapter, a lien may not be filed by the
 1388 association against a cooperative parcel until 30 days after the
 1389 date on which a notice of intent to file a lien has been
 1390 delivered to the owner.

1391 (a) The notice must be sent to the unit owner at the
 1392 address of the unit by first-class United States mail and:

1393 1. If the most recent address of the unit owner on the
 1394 records of the association is the address of the unit, the
 1395 notice must be sent by registered or certified mail, return

1396 receipt requested, to the unit owner at the address of the unit.

1397 2. If the most recent address of the unit owner on the
1398 records of the association is in the United States, but is not
1399 the address of the unit, the notice must be sent by registered
1400 or certified mail, return receipt requested, to the unit owner
1401 at his or her most recent address.

1402 3. If the most recent address of the unit owner on the
1403 records of the association is not in the United States, the
1404 notice must be sent by first-class United States mail to the
1405 unit owner at his or her most recent address.

1406 (b) A notice that is sent pursuant to this subsection is
1407 deemed delivered upon mailing.

1408 (7)~~(5)~~ Liens for rents and assessments may be foreclosed
1409 by suit brought in the name of the association, in like manner
1410 as a foreclosure of a mortgage on real property. In any
1411 foreclosure, the unit owner shall pay a reasonable rental for
1412 the cooperative parcel, if so provided in the cooperative
1413 documents, and the plaintiff in the foreclosure is entitled to
1414 the appointment of a receiver to collect the rent. The
1415 association has the power, unless prohibited by the cooperative
1416 documents, to bid on the cooperative parcel at the foreclosure
1417 sale and to acquire and hold, lease, mortgage, or convey it.
1418 Suit to recover a money judgment for unpaid rents and
1419 assessments may be maintained without waiving the lien securing
1420 them.

1421 (8)~~(6)~~ Within 15 days after request by a unit owner or
1422 mortgagee, the association shall provide a certificate stating
1423 all assessments and other moneys owed to the association by the

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1424 unit owner with respect to the cooperative parcel. Any person
1425 other than the unit owner who relies upon such certificate shall
1426 be protected thereby. Notwithstanding any limitation on transfer
1427 fees contained in s. 719.106(1)(i), the association or its
1428 authorized agent may charge a reasonable fee for the preparation
1429 of the certificate.

1430 (9)~~(7)~~ The remedies provided in this section do not
1431 exclude other remedies provided by the cooperative documents and
1432 permitted by law.

1433 (10)~~(8)~~(a) A ~~No~~ unit owner may not be excused from the
1434 payment of his or her share of the rents or assessments of a
1435 cooperative unless all unit owners are likewise proportionately
1436 excused from payment, except as provided in subsection (8) ~~(6)~~
1437 and in the following cases:

1438 1. If the cooperative documents so provide, a developer or
1439 other person owning cooperative units offered for sale may be
1440 excused from the payment of the share of the common expenses,
1441 assessments, and rents related to those units for a stated
1442 period of time. The period must terminate no later than the
1443 first day of the fourth calendar month following the month in
1444 which the right of exclusive possession is first granted to a
1445 unit owner. However, the developer must pay the portion of
1446 common expenses incurred during that period which exceed the
1447 amount assessed against other unit owners.

1448 2. A developer, or other person with an ownership interest
1449 in cooperative units or having an obligation to pay common
1450 expenses, may be excused from the payment of his or her share of
1451 the common expenses which would have been assessed against those

1452 units during the period of time that he or she shall have
 1453 guaranteed to each purchaser in the purchase contract or in the
 1454 cooperative documents, or by agreement between the developer and
 1455 a majority of the unit owners other than the developer, that the
 1456 assessment for common expenses of the cooperative imposed upon
 1457 the unit owners would not increase over a stated dollar amount
 1458 and shall have obligated himself or herself to pay any amount of
 1459 common expenses incurred during that period and not produced by
 1460 the assessments at the guaranteed level receivable from other
 1461 unit owners.

1462 (b) If the purchase contract, cooperative documents, or
 1463 agreement between the developer and a majority of unit owners
 1464 other than the developer provides for the developer or another
 1465 person to be excused from the payment of assessments pursuant to
 1466 paragraph (a), ~~no~~ funds receivable from unit owners payable to
 1467 the association or collected by the developer on behalf of the
 1468 association, other than regular periodic assessments for common
 1469 expenses as provided in the cooperative documents and disclosed
 1470 in the estimated operating budget pursuant to s. 719.503(1)(b)6.
 1471 or s. 719.504(20)(b), may not be used for payment of common
 1472 expenses prior to the expiration of the period during which the
 1473 developer or other person is so excused. This restriction
 1474 applies to funds including, but not limited to, capital
 1475 contributions or startup funds collected from unit purchasers at
 1476 closing.

1477 (11) ~~(9)~~ The specific purposes of any special assessment,
 1478 including any contingent special assessment levied in
 1479 conjunction with the purchase of an insurance policy authorized

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1480 by s. 719.104(3), approved in accordance with the cooperative
1481 documents shall be set forth in a written notice of such
1482 assessment sent or delivered to each unit owner. The funds
1483 collected pursuant to a special assessment may ~~shall~~ be used
1484 only for the specific purpose or purposes set forth in such
1485 notice or returned to the unit owners. However, upon completion
1486 of such specific purposes, any excess funds shall be considered
1487 common surplus and may, at the discretion of the board, either
1488 be returned to the unit owners or applied as a credit toward
1489 future assessments.

1490 (12) ~~(10)~~ (a) If the unit is occupied by a tenant and the
1491 unit owner is delinquent in paying any monetary obligation due
1492 to the association, the association may make a written demand
1493 that the tenant pay to the association the subsequent rental
1494 payments and continue to make such payments until all monetary
1495 obligations of the unit owner related to the unit have been paid
1496 in full to the association. The tenant must pay the monetary
1497 obligations to the association until the association releases
1498 the tenant or the tenant discontinues tenancy in the unit.

1499 1. The association must provide the tenant a notice, by
1500 hand delivery or United States mail, in substantially the
1501 following form:

1502
1503 Pursuant to section 719.108(12) ~~719.108(10)~~, Florida
1504 Statutes, we demand that you make your rent payments
1505 directly to the cooperative association and continue doing
1506 so until the association notifies you otherwise.

1507

1508 Payment due the cooperative association may be in the same
 1509 form as you paid your landlord and must be sent by United
 1510 States mail or hand delivery to ...(full address)...,
 1511 payable to ...(name)....

1512
 1513 Your obligation to pay your rent to the association begins
 1514 immediately, unless you have already paid rent to your
 1515 landlord for the current period before receiving this
 1516 notice. In that case, you must provide the association
 1517 written proof of your payment within 14 days after
 1518 receiving this notice and your obligation to pay rent to
 1519 the association would then begin with the next rental
 1520 period.

1521
 1522 Pursuant to section 719.108(12) ~~719.108(10)~~, Florida
 1523 Statutes, your payment of rent to the association gives you
 1524 complete immunity from any claim for the rent by your
 1525 landlord.

1526
 1527 2. The association must mail written notice to the unit
 1528 owner of the association's demand that the tenant make payments
 1529 to the association.

1530 3. The association shall, upon request, provide the tenant
 1531 with written receipts for payments made.

1532 4. A tenant is immune from any claim by the landlord or
 1533 unit owner related to the rent timely paid to the association
 1534 after the association has made written demand.

1535 (b) If the tenant paid rent to the landlord or unit owner

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1536 for a given rental period before receiving the demand from the
1537 association and provides written evidence to the association of
1538 having paid the rent within 14 days after receiving the demand,
1539 the tenant shall begin making rental payments to the association
1540 for the following rental period and shall continue making rental
1541 payments to the association to be credited against the monetary
1542 obligations of the unit owner until the association releases the
1543 tenant or the tenant discontinues tenancy in the unit.

1544 (c) The liability of the tenant may not exceed the amount
1545 due from the tenant to the tenant's landlord. The tenant's
1546 landlord shall provide the tenant a credit against rents due to
1547 the landlord in the amount of moneys paid to the association.

1548 (d) The association may issue notice under s. 83.56 and
1549 sue for eviction under ss. 83.59-83.625 as if the association
1550 were a landlord under part II of chapter 83 if the tenant fails
1551 to pay a required payment to the association after written
1552 demand has been made to the tenant. However, the association is
1553 not otherwise considered a landlord under chapter 83 and
1554 specifically has no obligations under s. 83.51.

1555 (e) The tenant does not, by virtue of payment of monetary
1556 obligations to the association, have any of the rights of a unit
1557 owner to vote in any election or to examine the books and
1558 records of the association.

1559 (f) A court may supersede the effect of this subsection by
1560 appointing a receiver.

1561 Section 16. Paragraph (a) of subsection (3) and subsection
1562 (5) of section 719.303, Florida Statutes, are amended to read:

1563 719.303 Obligations of owners.—

1564 (3) The association may levy reasonable fines for failure
 1565 of the unit owner or the unit's occupant, licensee, or invitee
 1566 to comply with any provision of the cooperative documents or
 1567 reasonable rules of the association. A fine may not become a
 1568 lien against a unit. A fine may be levied on the basis of each
 1569 day of a continuing violation, with a single notice and
 1570 opportunity for hearing. However, the fine may not exceed \$100
 1571 per violation, or \$1,000 in the aggregate.

1572 (a) An association may suspend, for a reasonable period of
 1573 time, the right of a unit owner, or a unit owner's tenant,
 1574 guest, or invitee, to use the common elements, common
 1575 facilities, or any other association property for failure to
 1576 comply with any provision of the cooperative documents or
 1577 reasonable rules of the association. This paragraph does not
 1578 apply to limited common elements intended to be used only by
 1579 that unit, common elements needed to access the unit, utility
 1580 services provided to the unit, parking spaces, or elevators.

1581 (5) An association may suspend the voting rights of a unit
 1582 or member due to nonpayment of any monetary obligation due to
 1583 the association which is more than 90 days delinquent. ~~A voting~~
 1584 ~~interest or consent right allocated to a unit or member which~~
 1585 ~~has been suspended by the association may not be counted towards~~
 1586 ~~the total number of voting interests for any purpose, including,~~
 1587 ~~but not limited to, the number of voting interests necessary to~~
 1588 ~~constitute a quorum, the number of voting interests required to~~
 1589 ~~conduct an election, or the number of voting interests required~~
 1590 ~~to approve an action under this chapter or pursuant to the~~
 1591 ~~cooperative documents, articles of incorporation, or bylaws. The~~

1592 suspension ends upon full payment of all obligations currently
 1593 due or overdue the association. The notice and hearing
 1594 requirements under subsection (3) do not apply to a suspension
 1595 imposed under this subsection.

1596 Section 17. Paragraph (c) of subsection (5) and subsection
 1597 (10) of section 720.303, Florida Statutes, are amended to read:

1598 720.303 Association powers and duties; meetings of board;
 1599 official records; budgets; financial reporting; association
 1600 funds; recalls.—

1601 (5) INSPECTION AND COPYING OF RECORDS.—The official
 1602 records shall be maintained within the state and must be open to
 1603 inspection and available for photocopying by members or their
 1604 authorized agents at reasonable times and places within 10
 1605 business days after receipt of a written request for access.
 1606 This subsection may be complied with by having a copy of the
 1607 official records available for inspection or copying in the
 1608 community. If the association has a photocopy machine available
 1609 where the records are maintained, it must provide parcel owners
 1610 with copies on request during the inspection if the entire
 1611 request is limited to no more than 25 pages.

1612 (c) The association may adopt reasonable written rules
 1613 governing the frequency, time, location, notice, records to be
 1614 inspected, and manner of inspections, but may not require a
 1615 parcel owner to demonstrate any proper purpose for the
 1616 inspection, state any reason for the inspection, or limit a
 1617 parcel owner's right to inspect records to less than one 8-hour
 1618 business day per month. The association may impose fees to cover
 1619 the costs of providing copies of the official records,

1620 including, without limitation, the costs of copying. The
1621 association may charge up to 50 cents per page for copies made
1622 on the association's photocopier. If the association does not
1623 have a photocopy machine available where the records are kept,
1624 or if the records requested to be copied exceed 25 pages in
1625 length, the association may have copies made by an outside
1626 vendor or association management company personnel and may
1627 charge the actual cost of copying, including any reasonable
1628 costs involving personnel fees and charges at an hourly rate for
1629 vendor or employee time to cover administrative costs to the
1630 vendor or association. The association shall maintain an
1631 adequate number of copies of the recorded governing documents,
1632 to ensure their availability to members and prospective members.
1633 Notwithstanding this paragraph, the following records are not
1634 accessible to members or parcel owners:

1635 1. Any record protected by the lawyer-client privilege as
1636 described in s. 90.502 and any record protected by the work-
1637 product privilege, including, but not limited to, a record
1638 prepared by an association attorney or prepared at the
1639 attorney's express direction which reflects a mental impression,
1640 conclusion, litigation strategy, or legal theory of the attorney
1641 or the association and which was prepared exclusively for civil
1642 or criminal litigation or for adversarial administrative
1643 proceedings or which was prepared in anticipation of such
1644 litigation or proceedings until the conclusion of the litigation
1645 or proceedings.

1646 2. Information obtained by an association in connection
1647 with the approval of the lease, sale, or other transfer of a

1648 parcel.

1649 3. Personnel records of association or management company

1650 ~~the association's~~ employees, including, but not limited to,

1651 disciplinary, payroll, health, and insurance records. For

1652 purposes of this subparagraph, the term "personnel records" does

1653 not include written employment agreements with an association or

1654 management company employee or budgetary or financial records

1655 that indicate the compensation paid to an association or

1656 management company employee.

1657 4. Medical records of parcel owners or community

1658 residents.

1659 5. Social security numbers, driver ~~driver's~~ license

1660 numbers, credit card numbers, electronic mailing addresses,

1661 telephone numbers, facsimile numbers, emergency contact

1662 information, any addresses for a parcel owner other than as

1663 provided for association notice requirements, and other personal

1664 identifying information of any person, excluding the person's

1665 name, parcel designation, mailing address, and property address.

1666 However, an owner may consent in writing to the disclosure of

1667 protected information described in this subparagraph. The

1668 association is not liable for the disclosure of information that

1669 is protected under this subparagraph if the information is

1670 included in an official record of the association and is

1671 voluntarily provided by an owner and not requested by the

1672 association.

1673 6. Any electronic security measure that is used by the

1674 association to safeguard data, including passwords.

1675 7. The software and operating system used by the

1676 association which allows the manipulation of data, even if the
1677 owner owns a copy of the same software used by the association.
1678 The data is part of the official records of the association.

1679 (10) RECALL OF DIRECTORS.—

1680 (a)1. Regardless of any provision to the contrary
1681 contained in the governing documents, subject to the provisions
1682 of s. 720.307 regarding transition of association control, any
1683 member of the board of directors may be recalled and removed
1684 from office with or without cause by a majority of the total
1685 voting interests.

1686 2. When the governing documents, including the
1687 declaration, articles of incorporation, or bylaws, provide that
1688 only a specific class of members is entitled to elect a board
1689 director or directors, only that class of members may vote to
1690 recall those board directors so elected.

1691 (b)1. Board directors may be recalled by an agreement in
1692 writing or by written ballot without a membership meeting. The
1693 agreement in writing or the written ballots, or a copy thereof,
1694 shall be served on the association by certified mail or by
1695 personal service in the manner authorized by chapter 48 and the
1696 Florida Rules of Civil Procedure.

1697 2. The board shall duly notice and hold a meeting of the
1698 board within 5 full business days after receipt of the agreement
1699 in writing or written ballots. At the meeting, the board shall
1700 either certify the written ballots or written agreement to
1701 recall a director or directors of the board, in which case such
1702 director or directors shall be recalled effective immediately
1703 and shall turn over to the board within 5 full business days any

1704 and all records and property of the association in their
1705 possession, or proceed as described in paragraph (d).

1706 3. When it is determined by the department pursuant to
1707 binding arbitration proceedings that an initial recall effort
1708 was defective, written recall agreements or written ballots used
1709 in the first recall effort and not found to be defective may be
1710 reused in one subsequent recall effort. However, in no event is
1711 a written agreement or written ballot valid for more than 120
1712 days after it has been signed by the member.

1713 4. Any rescission or revocation of a member's written
1714 recall ballot or agreement must be in writing and, in order to
1715 be effective, must be delivered to the association before the
1716 association is served with the written recall agreements or
1717 ballots.

1718 5. The agreement in writing or ballot shall list at least
1719 as many possible replacement directors as there are directors
1720 subject to the recall, when at least a majority of the board is
1721 sought to be recalled; the person executing the recall
1722 instrument may vote for as many replacement candidates as there
1723 are directors subject to the recall.

1724 (c)1. If the declaration, articles of incorporation, or
1725 bylaws specifically provide, the members may also recall and
1726 remove a board director or directors by a vote taken at a
1727 meeting. If so provided in the governing documents, a special
1728 meeting of the members to recall a director or directors of the
1729 board of administration may be called by 10 percent of the
1730 voting interests giving notice of the meeting as required for a
1731 meeting of members, and the notice shall state the purpose of

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1732 the meeting. Electronic transmission may not be used as a method
1733 of giving notice of a meeting called in whole or in part for
1734 this purpose.

1735 2. The board shall duly notice and hold a board meeting
1736 within 5 full business days after the adjournment of the member
1737 meeting to recall one or more directors. At the meeting, the
1738 board shall certify the recall, in which case such member or
1739 members shall be recalled effective immediately and shall turn
1740 over to the board within 5 full business days any and all
1741 records and property of the association in their possession, or
1742 shall proceed as set forth in subparagraph (d).

1743 (d) If the board determines not to certify the written
1744 agreement or written ballots to recall a director or directors
1745 of the board or does not certify the recall by a vote at a
1746 meeting, the board shall, within 5 full business days after the
1747 meeting, file with the department a petition for binding
1748 arbitration pursuant to the applicable procedures in ss.
1749 718.112(2)(j) and 718.1255 and the rules adopted thereunder. For
1750 the purposes of this section, the members who voted at the
1751 meeting or who executed the agreement in writing shall
1752 constitute one party under the petition for arbitration. If the
1753 arbitrator certifies the recall as to any director or directors
1754 of the board, the recall will be effective upon mailing of the
1755 final order of arbitration to the association. The director or
1756 directors so recalled shall deliver to the board any and all
1757 records of the association in their possession within 5 full
1758 business days after the effective date of the recall.

1759 (e) If a vacancy occurs on the board as a result of a

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1760 recall and less than a majority of the board directors are
1761 removed, the vacancy may be filled by the affirmative vote of a
1762 majority of the remaining directors, notwithstanding any
1763 provision to the contrary contained in this subsection or in the
1764 association documents. If vacancies occur on the board as a
1765 result of a recall and a majority or more of the board directors
1766 are removed, the vacancies shall be filled by members voting in
1767 favor of the recall; if removal is at a meeting, any vacancies
1768 shall be filled by the members at the meeting. If the recall
1769 occurred by agreement in writing or by written ballot, members
1770 may vote for replacement directors in the same instrument in
1771 accordance with procedural rules adopted by the division, which
1772 rules need not be consistent with this subsection.

1773 (f) If the board fails to duly notice and hold a board
1774 meeting within 5 full business days after service of an
1775 agreement in writing or within 5 full business days after the
1776 adjournment of the member recall meeting, the recall shall be
1777 deemed effective and the board directors so recalled shall
1778 immediately turn over to the board all records and property of
1779 the association.

1780 (g) If the board fails to duly notice and hold the
1781 required meeting or fails to file the required petition, the
1782 unit owner representative may file a petition pursuant to s.
1783 718.1255 challenging the board's failure to act. The petition
1784 must be filed within 60 days after the expiration of the
1785 applicable 5-full-business-day period. The review of a petition
1786 under this paragraph is limited to the sufficiency of service on
1787 the board and the facial validity of the written agreement or

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1788 ballots filed.

1789 (h)~~(g)~~ If a director who is removed fails to relinquish
1790 his or her office or turn over records as required under this
1791 section, the circuit court in the county where the association
1792 maintains its principal office may, upon the petition of the
1793 association, summarily order the director to relinquish his or
1794 her office and turn over all association records upon
1795 application of the association.

1796 (i)~~(h)~~ The minutes of the board meeting at which the board
1797 decides whether to certify the recall are an official
1798 association record. The minutes must record the date and time of
1799 the meeting, the decision of the board, and the vote count taken
1800 on each board member subject to the recall. In addition, when
1801 the board decides not to certify the recall, as to each vote
1802 rejected, the minutes must identify the parcel number and the
1803 specific reason for each such rejection.

1804 (j)~~(i)~~ When the recall of more than one board director is
1805 sought, the written agreement, ballot, or vote at a meeting
1806 shall provide for a separate vote for each board director sought
1807 to be recalled.

1808 (k) A board member who has been recalled may file a
1809 petition pursuant to ss. 718.112(2)(j) and 718.1255 and the
1810 rules adopted challenging the validity of the recall. The
1811 petition must be filed within 60 days after the recall is deemed
1812 certified. The association and the unit owner representative
1813 shall be named as respondents.

1814 (l) The division may not accept for filing a recall
1815 petition, whether filed pursuant to paragraph (b), paragraph

1816 (c), paragraph (g), or paragraph (k) and regardless of whether
 1817 the recall was certified, when there are 60 or fewer days until
 1818 the scheduled reelection of the board member sought to be
 1819 recalled or when 60 or fewer days have not elapsed since the
 1820 election of the board member sought to be recalled.

1821 Section 18. Subsections (2) and (4) of section 720.305,
 1822 Florida Statutes, are amended to read:

1823 720.305 Obligations of members; remedies at law or in
 1824 equity; levy of fines and suspension of use rights.—

1825 (2) The association may levy reasonable fines of up to
 1826 \$100 per violation against any member or any member's tenant,
 1827 guest, or invitee for the failure of the owner of the parcel or
 1828 its occupant, licensee, or invitee to comply with any provision
 1829 of the declaration, the association bylaws, or reasonable rules
 1830 of the association. A fine may be levied for each day of a
 1831 continuing violation, with a single notice and opportunity for
 1832 hearing, except that the fine may not exceed \$1,000 in the
 1833 aggregate unless otherwise provided in the governing documents.
 1834 A fine of less than \$1,000 may not become a lien against a
 1835 parcel. In any action to recover a fine, the prevailing party is
 1836 entitled to reasonable attorney ~~attorney's~~ fees and costs from
 1837 the nonprevailing party as determined by the court.

1838 (a) An association may suspend, for a reasonable period of
 1839 time, the right of a member, or a member's tenant, guest, or
 1840 invitee, to use common areas and facilities for the failure of
 1841 the owner of the parcel or its occupant, licensee, or invitee to
 1842 comply with any provision of the declaration, the association
 1843 bylaws, or reasonable rules of the association. This paragraph

1844 does not apply to that portion of common areas used to provide
 1845 access or utility services to the parcel. A suspension may not
 1846 impair the right of an owner or tenant of a parcel to have
 1847 vehicular and pedestrian ingress to and egress from the parcel,
 1848 including, but not limited to, the right to park.

1849 (b) A fine or suspension may not be imposed without at
 1850 least 14 days' notice to the person sought to be fined or
 1851 suspended and an opportunity for a hearing before a committee of
 1852 at least three members appointed by the board who are not
 1853 officers, directors, or employees of the association, or the
 1854 spouse, parent, child, brother, or sister of an officer,
 1855 director, or employee. If the committee, by majority vote, does
 1856 not approve a proposed fine or suspension, it may not be
 1857 imposed. If the association imposes a fine or suspension, the
 1858 association must provide written notice of such fine or
 1859 suspension by mail or hand delivery to the parcel owner and, if
 1860 applicable, to any tenant, licensee, or invitee of the parcel
 1861 owner.

1862 (4) An association may suspend the voting rights of a
 1863 parcel or member for the nonpayment of any monetary obligation
 1864 due ~~to~~ the association that is more than 90 days delinquent. A
 1865 ~~voting interest or consent right allocated to a parcel or member~~
 1866 ~~which has been suspended by the association may not be counted~~
 1867 ~~towards the total number of voting interests for any purpose,~~
 1868 ~~including, but not limited to, the number of voting interests~~
 1869 ~~necessary to constitute a quorum, the number of voting interests~~
 1870 ~~required to conduct an election, or the number of voting~~
 1871 ~~interests required to approve an action under this chapter or~~

1872 ~~pursuant to the governing documents.~~ The notice and hearing
 1873 requirements under subsection (2) do not apply to a suspension
 1874 imposed under this subsection. The suspension ends upon full
 1875 payment of all obligations currently due or overdue to the
 1876 association.

1877 Section 19. Paragraph (d) is added to subsection (1) of
 1878 section 720.306, Florida Statutes, and subsections (6) and (9)
 1879 of that section are amended, to read:

1880 720.306 Meetings of members; voting and election
 1881 procedures; amendments.—

1882 (1) QUORUM; AMENDMENTS.—

1883 (d) The Legislature finds that the procurement of
 1884 mortgagee consent to amendments that do not affect the rights or
 1885 interests of mortgagees is an unreasonable and substantial
 1886 logistical and financial burden on the parcel owners and that
 1887 there is a compelling state interest in enabling the members of
 1888 an association to approve amendments to the association's
 1889 governing documents through legal means. Accordingly, and
 1890 notwithstanding any provision to the contrary contained in this
 1891 paragraph:

1892 1. As to any mortgage recorded on or after July 1, 2012,
 1893 any provision in the association's governing documents that
 1894 requires the consent or joinder of some or all mortgagees of
 1895 parcels or any other portion of the association's common areas
 1896 to amend the association's governing documents or for any other
 1897 matter is enforceable only as to amendments to the association's
 1898 governing documents that adversely affect the priority of the
 1899 mortgagee's lien or the mortgagee's rights to foreclose its lien

1900 or that otherwise materially affect the rights and interests of
 1901 the mortgagees.

1902 2. As to mortgages recorded before July 1, 2012, any
 1903 existing provisions in the association's governing documents
 1904 requiring mortgagee consent are enforceable.

1905 3. In securing consent or joinder, the association is
 1906 entitled to rely upon the public records to identify the holders
 1907 of outstanding mortgages. The association may use the address
 1908 provided in the original recorded mortgage document, unless
 1909 there is a different address for the holder of the mortgage in a
 1910 recorded assignment or modification of the mortgage, which
 1911 recorded assignment or modification must reference the official
 1912 records book and page on which the original mortgage was
 1913 recorded. Once the association has identified the recorded
 1914 mortgages of record, the association shall, in writing, request
 1915 of each parcel owner whose parcel is encumbered by a mortgage of
 1916 record any information the owner has in his or her possession
 1917 regarding the name and address of the person to whom mortgage
 1918 payments are currently being made. Notice shall be sent to such
 1919 person if the address provided in the original recorded mortgage
 1920 document is different from the name and address of the mortgagee
 1921 or assignee of the mortgage as shown by the public record. The
 1922 association is deemed to have complied with this requirement by
 1923 making the written request of the parcel owners required under
 1924 this subparagraph. Any notices required to be sent to the
 1925 mortgagees under this subparagraph shall be sent to all
 1926 available addresses provided to the association.

1927 4. Any notice to the mortgagees required under
 1928 subparagraph 3. may be sent by a method that establishes proof
 1929 of delivery, and any mortgagee who fails to respond within 60
 1930 days after the date of mailing is deemed to have consented to
 1931 the amendment.

1932 5. For those amendments requiring mortgagee consent on or
 1933 after July 1, 2012, in the event mortgagee consent is provided
 1934 other than by properly recorded joinder, such consent shall be
 1935 evidenced by affidavit of the association recorded in the public
 1936 records of the county in which the declaration is recorded.

1937 6. Any amendment adopted without the required consent of a
 1938 mortgagee is voidable only by a mortgagee who was entitled to
 1939 notice and an opportunity to consent. An action to void an
 1940 amendment is subject to the statute of limitations beginning 5
 1941 years after the date of discovery as to the amendments described
 1942 in subparagraph 1. and 5 years after the date of recordation of
 1943 the certificate of amendment for all other amendments. This
 1944 subparagraph applies to all mortgages, regardless of the date of
 1945 recordation of the mortgage.

1946 (6) RIGHT TO SPEAK.—Members and parcel owners have the
 1947 right to attend all membership meetings and to speak at any
 1948 meeting with reference to all items opened for discussion or
 1949 included on the agenda. Notwithstanding any provision to the
 1950 contrary in the governing documents or any rules adopted by the
 1951 board or by the membership, a member and a parcel owner have the
 1952 right to speak for at least 3 minutes on any item, ~~provided that~~
 1953 ~~the member or parcel owner submits a written request to speak~~
 1954 ~~prior to the meeting.~~ The association may adopt written

1955 reasonable rules governing the frequency, duration, and other
 1956 manner of member and parcel owner statements, which rules must
 1957 be consistent with this subsection.

1958 (9) ~~(a)~~ ELECTIONS AND BOARD VACANCIES.—

1959 (a) Elections of directors must be conducted in accordance
 1960 with the procedures set forth in the governing documents of the
 1961 association. All members of the association are eligible to
 1962 serve on the board of directors, and a member may nominate
 1963 himself or herself as a candidate for the board at a meeting
 1964 where the election is to be held or, if the election process
 1965 allows voting by absentee ballot, in advance of the balloting.
 1966 Except as otherwise provided in the governing documents, boards
 1967 of directors must be elected by a plurality of the votes cast by
 1968 eligible voters. Any challenge to the election process must be
 1969 commenced within 60 days after the election results are
 1970 announced.

1971 (b) A person who is delinquent in the payment of any fee,
 1972 fine, or other monetary obligation to the association for more
 1973 than 90 days is not eligible for board membership. A person who
 1974 has been convicted of any felony in this state or in a United
 1975 States District or Territorial Court, or has been convicted of
 1976 any offense in another jurisdiction which would be considered a
 1977 felony if committed in this state, is not eligible for board
 1978 membership unless such felon's civil rights have been restored
 1979 for at least 5 years as of the date on which such person seeks
 1980 election to the board. The validity of any action by the board
 1981 is not affected if it is later determined that a member of the
 1982 board is ineligible for board membership.

1983 (c) Any election dispute between a member and an
 1984 association must be submitted to mandatory binding arbitration
 1985 with the division. Such proceedings must be conducted in the
 1986 manner provided by s. 718.1255 and the procedural rules adopted
 1987 by the division. Unless otherwise provided in the bylaws, any
 1988 vacancy occurring on the board before the expiration of a term
 1989 may be filled by an affirmative vote of the majority of the
 1990 remaining directors, even if the remaining directors constitute
 1991 less than a quorum, or by the sole remaining director. In the
 1992 alternative, a board may hold an election to fill the vacancy,
 1993 in which case the election procedures must conform to the
 1994 requirements of the governing documents. Unless otherwise
 1995 provided in the bylaws, a board member appointed or elected
 1996 under this section is appointed for the unexpired term of the
 1997 seat being filled. Filling vacancies created by recall is
 1998 governed by s. 720.303(10) and rules adopted by the division.

1999 Section 20. Paragraphs (b), (c), and (d) of subsection (2)
 2000 of section 720.3085, Florida Statutes, are amended to read:

2001 720.3085 Payment for assessments; lien claims.—

2002 (2)

2003 (b) A parcel owner, regardless of how the parcel owner has
 2004 acquired title, including, but not limited to, by purchase at a
 2005 foreclosure sale, is liable for all assessments that come due
 2006 while he or she is the parcel owner. Additionally, a parcel
 2007 owner is jointly and severally liable with the previous parcel
 2008 owner for all unpaid assessments, late fees, interest, costs,
 2009 and reasonable attorney fees incurred by the association in an
 2010 attempt to collect all such amounts that came due up to the time

2011 of transfer of title. This liability is without prejudice to any
 2012 right the present parcel owner may have to recover ~~any amounts~~
 2013 ~~paid by the present owner~~ from the previous owner the amounts
 2014 paid by the present owner.

2015 (c) 1. ~~Notwithstanding anything to the contrary contained~~
 2016 ~~in this section,~~ The liability of a first mortgagee, or its
 2017 successors successor or assignees assignee as a subsequent
 2018 ~~holder of the first mortgage~~ who acquire ~~acquires~~ title to a
 2019 parcel by foreclosure or by deed in lieu of foreclosure for the
 2020 unpaid assessments, interest, administrative late fees,
 2021 reasonable costs and attorney fees, and any other fee, cost, or
 2022 expense incurred in the collection process that became due
 2023 before the mortgagee's acquisition of title is limited to, ~~shall~~
 2024 ~~be~~ the lesser of:

2025 ~~a.1.~~ Only the parcel's unpaid common expenses and regular
 2026 periodic or special assessments that accrued or came due during
 2027 the 12 months immediately preceding the acquisition of title and
 2028 for which payment in full has not been received by the
 2029 association; or

2030 ~~b.2.~~ One percent of the original mortgage debt.

2031 2. Subparagraph 1. applies ~~The limitations on first~~
 2032 ~~mortgagee liability provided by this paragraph apply~~ only if the
 2033 first mortgagee ~~filed suit against the parcel owner and~~
 2034 ~~initially~~ joined the association as a defendant in the mortgagee
 2035 foreclosure action. Joinder of the association is not required
 2036 if, on the date the complaint is filed, the association was
 2037 dissolved or did not maintain an office or agent for service of
 2038 process at a location that was known to or reasonably

2039 discoverable by the mortgagee.

2040 3. The first mortgagee or its successors or assignees who
 2041 acquire title to a parcel by foreclosure or by deed in lieu of
 2042 foreclosure are not liable for any interest, administrative late
 2043 fee, reasonable cost or attorney fee, or any other fee, cost, or
 2044 expense that came due prior to its acquisition of title. This
 2045 subparagraph is intended to clarify existing law.

2046 4.~~(d)~~ An association, or its successor or assignee, that
 2047 acquires title to a parcel through the foreclosure of its lien
 2048 for assessments is not liable for any unpaid assessments, late
 2049 fees, interest, or reasonable attorney ~~attorney's~~ fees and costs
 2050 that came due before the association's acquisition of title in
 2051 favor of any other association, as defined in s. 718.103(2) or
 2052 s. 720.301(9), which holds a ~~superior~~ lien interest on the
 2053 parcel. This paragraph is intended to clarify existing law.

2054 (d) The person acquiring title shall pay the amount owed
 2055 to the association within 30 days after transfer of title.
 2056 Failure to pay the full amount when due entitles the association
 2057 to record a claim of lien against the parcel for the amounts
 2058 specified in this subsection and proceed in the same manner as
 2059 provided in this section for the collection of the amount owed
 2060 and any unpaid assessments coming due after the acquisition of
 2061 title and other charges authorized by subsection (3) on any
 2062 unpaid assessments coming due after the acquisition of title.

2063 Section 21. Subsection (3) of section 721.16, Florida
 2064 Statutes, is amended to read:

2065 721.16 Liens for overdue assessments; liens for labor
 2066 performed on, or materials furnished to, a timeshare unit.—

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2067 (3) The lien is effective from the date of recording a
2068 claim of lien in the official records of the county or counties
2069 in which the timeshare interest is located. The claim of lien
2070 shall state the name of the timeshare plan and identify the
2071 timeshare interest for which the lien is effective, state the
2072 name of the purchaser, state the assessment amount due, and
2073 state the due dates. Notwithstanding any provision of s.
2074 718.116(5) or s. 719.108(6) ~~719.108(4)~~ to the contrary, the lien
2075 is effective until satisfied or until 5 years have expired after
2076 the date the claim of lien is recorded unless, within that time,
2077 an action to enforce the lien is commenced pursuant to
2078 subsection (2). A claim of lien for assessments may include only
2079 assessments which are due when the claim is recorded. A claim of
2080 lien shall be signed and acknowledged by an officer or agent of
2081 the managing entity. Upon full payment, the person making the
2082 payment is entitled to receive a satisfaction of the lien.

2083 Section 22. This act shall take effect July 1, 2012.