

1 receipt requested; authorizing a condominium
2 association to respond only twice every 30 days
3 to unit owner inquiries; providing board of
4 administration and unit owners' meeting
5 requirements; requiring the board to address
6 certain agenda items proposed by a petition of
7 20 percent of the unit owners; revising notice
8 procedures; revising the terms of office and
9 reelection of the members of a condominium
10 association board; providing that certain
11 persons providing notice of a meeting must
12 provide an affidavit affirming that the notices
13 were delivered; authorizing the association's
14 representative to provide certain notices;
15 providing for the securing of ballots; revising
16 procedures relating to the filling of a vacancy
17 on the board; removing a provision allowing an
18 association to provide for different voting and
19 election procedures in its bylaws; providing
20 unit owners with the right to have items placed
21 on the agenda of the annual meeting and voted
22 upon under certain conditions; requiring the
23 association to prepare an annual budget of
24 estimated revenues and expenses; requiring the
25 budget to include reserve accounts for certain
26 purposes; requiring that certain ballot
27 statements contain certain statements;
28 requiring a vote to provide for no reserves or
29 percentage of reserves to be made at certain
30 times; authorizing the association to use
31 reserve funds for nonscheduled purposes under

1 certain conditions; prohibiting the board from
2 applying for or accepting certain loans or
3 lines of credit; requiring that common expenses
4 be paid by the developer during a specified
5 time; requiring that assessments be made
6 against units on a quarter-annual or more
7 frequent basis; providing that certain
8 provisions may not preclude the right of an
9 association to accelerate assessments of
10 certain owners delinquent in payment of common
11 expenses; providing that accelerated
12 assessments are due and payable after the claim
13 of lien is filed; revising assessment
14 requirements; deleting the requirement that the
15 bylaws include an element for mandatory
16 nonbinding arbitration; amending s. 718.113,
17 F.S.; requiring boards of administration to
18 adopt or restate hurricane shutter
19 specifications yearly at the annual meeting;
20 authorizing the board to install hurricane
21 protection that complies with the applicable
22 building code; requiring the board to have the
23 condominium buildings periodically inspected
24 for structural and electrical soundness by a
25 professional engineer or professional architect
26 registered in the state; requiring the
27 inspector to provide a report to the
28 association and unit owners; prohibiting the
29 board from prohibiting the display of certain
30 religious items on the front-door area of a
31 unit; creating s. 718.1224, F.S.; prohibiting

1 certain lawsuits arising from unit owners'
2 appearances and presentations before a
3 governmental entity; providing a definition;
4 providing for award of damages and attorney's
5 fees; amending s. 718.1255, F.S.; requiring the
6 division to promptly refer certain cases to
7 mediation; creating s. 718.1257, F.S.;
8 providing that condominium unit owners and
9 renters have the right to own a companion
10 animal and to have that animal live with them
11 under specified conditions; amending s.
12 718.302, F.S.; conforming provisions; amending
13 s. 718.3025, F.S.; providing requirements for
14 certain contracts between a party contracting
15 to provide maintenance or management services
16 and an association; amending s. 718.3026, F.S.;
17 providing that certain contracts between a
18 service provider and an association may not be
19 for a term in excess of 3 years and may not
20 contain an automatic renewal clause; requiring
21 that certain contracts for construction occur
22 under the advisement of an attorney; amending
23 s. 718.303, F.S.; requiring hearings to levy
24 fines to be held before a committee of unit
25 owners who are not members of the board;
26 requiring that persons subject to certain
27 actions be notified of their violations in a
28 certain manner; providing a timeframe within
29 which a person must respond; authorizing the
30 budget to include reserve accounts for capital
31 expenditures and deferred maintenance;

1 providing a formula for calculating the amount
2 to be reserved; authorizing the association to
3 adjust replacement reserve assessments
4 annually; authorizing the developer to vote to
5 waive the reserves or reduce the funding of
6 reserves for a certain period; revising
7 provisions relating to financial reporting;
8 revising time periods in which the association
9 must complete its reporting; amending s.
10 718.404, F.S.; providing for retroactive
11 application of certain provisions; amending s.
12 718.501, F.S.; requiring the division to
13 prepare and disseminate a prospectus and other
14 information for use by owners, purchasers,
15 lessees, and developers of residential
16 condominiums; providing that the board member
17 training provided by the division shall be
18 provided in conjunction with recommendations by
19 the ombudsman; providing powers and duties of
20 the division with respect to association
21 violations; requiring associations to provide
22 certain notice and to participate in certain
23 educational training; amending s. 718.5011,
24 F.S.; restricting location of the Office of the
25 Condominium Ombudsman; providing that the
26 ombudsman shall exercise his or her
27 policymaking and other functions independently
28 of the Department of Business and Professional
29 Regulation and without approval or control of
30 the department; requiring the department to
31 render administrative support for certain

1 matters; requiring that revenues collected by
2 the department for the Office of the
3 Condominium Ombudsman be deposited in a
4 separate fund or account under specified
5 conditions; amending s. 718.5012, F.S.;
6 removing requirements that the ombudsman
7 develop certain policies and procedures;
8 providing additional powers and duties of the
9 ombudsman; amending s. 718.504, F.S.; revising
10 and providing information to be contained in
11 the condominium prospectus or offering
12 circular; amending s. 720.303, F.S.; revising
13 procedures used in preparing the association's
14 annual financial report; amending s. 720.307,
15 F.S., relating to transition of association
16 control in a community; revising criteria with
17 respect to election of members to the board of
18 directors; requiring certain developers and
19 owners to convey title to all common areas
20 prior to turnover; revising requirements for
21 turnover of documents; requiring that certain
22 information be included in the records and that
23 the records be prepared in a specified manner;
24 revising application to include certain
25 associations; amending s. 720.3075, F.S.;
26 prohibiting associations from restricting the
27 use of hurricane shutters in certain
28 circumstances; requiring a developer who rents
29 or leases any unsold units in a condominium to
30 pay all monthly maintenance fees on those units
31 to the association as if the units were owned

1 by individual owners; providing an effective
2 date.

3
4 Be It Enacted by the Legislature of the State of Florida:

5
6 Section 1. Paragraph (f) of subsection (4) of section
7 718.104, Florida Statutes, is amended to read:

8 718.104 Creation of condominiums; contents of
9 declaration.--Every condominium created in this state shall be
10 created pursuant to this chapter.

11 (4) The declaration must contain or provide for the
12 following matters:

13 (f) The undivided share of ownership of the common
14 elements and common surplus of the condominium that is
15 appurtenant to each unit stated as a percentage or a fraction
16 of the whole. In the declaration of condominium for
17 residential condominiums created after April 1, 2007 ~~1992~~, the
18 ownership share of the common elements assigned to each
19 residential unit shall be based ~~either~~ upon the total square
20 footage of each residential unit in uniform relationship to
21 the total square footage of each other residential unit in the
22 condominium ~~or on an equal fractional basis~~.

23 Section 2. Paragraph (d) is added to subsection (1) of
24 section 718.110, Florida Statutes, to read:

25 718.110 Amendment of declaration; correction of error
26 or omission in declaration by circuit court.--

27 (1)

28 (d) Notice of a proposed amendment to the declaration
29 shall be sent to the unit owner by certified mail.

30 Section 3. Subsection (5), paragraph (b) of subsection
31 (7), paragraphs (b) and (c) of subsection (12), and subsection

1 (13) of section 718.111, Florida Statutes, are amended, and
2 subsection (15) is added to that section, to read:

3 718.111 The association.--

4 (5) RIGHT OF ACCESS TO UNITS.--The association has the
5 irrevocable right of access to each unit during reasonable
6 hours, when necessary for the maintenance, repair, or
7 replacement of any common elements or of any portion of a unit
8 to be maintained by the association pursuant to the
9 declaration or as necessary to prevent damage to the common
10 elements or to a unit or units. Except in cases of emergency,
11 the association must give the unit owner 24 hours' advance
12 written notice of intent to access the unit.

13 (7) TITLE TO PROPERTY.--

14 (b) Subject to the provisions of s. 718.112(2)~~(m)~~, the
15 association, through its board, has the limited power to
16 convey a portion of the common elements to a condemning
17 authority for the purposes of providing utility easements,
18 right-of-way expansion, or other public purposes, whether
19 negotiated or as a result of eminent domain proceedings.

20 (12) OFFICIAL RECORDS.--

21 (b) The official records of the association shall be
22 maintained within the state. The records of the association
23 shall be made available to a unit owner, at a location within
24 30 miles driving distance of the condominium property, within
25 5 working days after receipt of written request by the board
26 or its designee. This paragraph may be complied with by having
27 a copy of the official records of the association available
28 for inspection or copying on the condominium property or
29 association property.

30 (c) The official records of the association are open
31 to inspection by any association member or the authorized

1 representative of such member at all reasonable times. The
2 right to inspect the records includes the right to make or
3 obtain copies, at the reasonable expense, if any, of the
4 association member. The association may adopt reasonable rules
5 regarding the frequency, time, location, notice, and manner of
6 record inspections and copying. The failure of an association
7 to provide the records within 10 working days after receipt of
8 a written request shall create a rebuttable presumption that
9 the association willfully failed to comply with this
10 paragraph. A unit owner who is denied access to official
11 records is entitled to the actual damages or minimum damages
12 for the association's willful failure to comply with this
13 paragraph. The minimum damages shall be \$50 per calendar day
14 up to 10 days, the calculation to begin on the 11th working
15 day after receipt of the written request. The failure to
16 permit inspection of the association records as provided
17 herein entitles any person prevailing in an enforcement action
18 to recover reasonable attorney's fees from the person in
19 control of the records who, directly or indirectly, knowingly
20 denied access to the records for inspection. The association
21 shall maintain an adequate number of copies of the
22 declaration, articles of incorporation, bylaws, and rules, and
23 all amendments to each of the foregoing, as well as the
24 question and answer sheet provided for in s. 718.504 and
25 year-end financial information required in this section on the
26 condominium property to ensure their availability to unit
27 owners and prospective purchasers, and may charge its actual
28 costs for preparing and furnishing these documents to those
29 requesting the same. Notwithstanding the provisions of this
30 paragraph, the following records shall not be accessible to
31 unit owners:

1 1. Any record protected by the lawyer-client privilege
2 as described in s. 90.502; and any record protected by the
3 work-product privilege, including any record prepared by an
4 association attorney or prepared at the attorney's express
5 direction; which reflects a mental impression, conclusion,
6 litigation strategy, or legal theory of the attorney or the
7 association, and which was prepared exclusively for civil or
8 criminal litigation or for adversarial administrative
9 proceedings, or which was prepared in anticipation of imminent
10 civil or criminal litigation or imminent adversarial
11 administrative proceedings until the conclusion of the
12 litigation or adversarial administrative proceedings.

13 2. Information obtained by an association in
14 connection with the approval of the lease, sale, or other
15 transfer of a unit.

16 3. Medical records of unit owners.

17 4. Social security numbers, driver's license numbers,
18 credit card numbers, and other personal identifying
19 information of unit owners, occupants, or tenants.

20 (13) FINANCIAL REPORTING.--Within 90 days after the
21 end of the fiscal year, or annually on a date provided in the
22 bylaws, the association shall prepare and complete, or
23 contract for the preparation and completion of, a financial
24 report for the preceding fiscal year. Within 21 days after
25 the final financial report is completed by the association or
26 received from the third party, but not later than 120 days
27 after the end of the fiscal year or other date as provided in
28 the bylaws, the association shall mail to each unit owner at
29 the address last furnished to the association by the unit
30 owner, or hand deliver to each unit owner, a copy of the
31 financial report or a notice that a copy of the financial

1 report will be mailed or hand delivered to the unit owner,
2 without charge, ~~upon receipt of a written request from the~~
3 ~~unit owner~~. The division shall adopt rules setting forth
4 uniform accounting principles and standards to be used by all
5 associations and shall adopt rules addressing financial
6 reporting requirements for multicondominium associations. In
7 adopting such rules, the division shall consider the number of
8 members and annual revenues of an association. Financial
9 reports shall be prepared as follows:

10 (a) An association that meets the criteria of this
11 paragraph shall prepare or cause to be prepared a complete set
12 of financial statements in accordance with generally accepted
13 accounting principles. The financial statements shall be based
14 upon the association's total annual revenues, as follows:

15 1. An association with total annual revenues of
16 \$100,000 or more, but less than \$200,000, shall prepare
17 compiled financial statements.

18 2. An association with total annual revenues of at
19 least \$200,000, but less than \$400,000, shall prepare reviewed
20 financial statements.

21 3. An association with total annual revenues of
22 \$400,000 or more shall prepare audited financial statements.

23 (b)1. An association with total annual revenues of
24 less than \$100,000 shall prepare a report of cash receipts and
25 expenditures.

26 2. An association which operates less than 50 units,
27 regardless of the association's annual revenues, shall prepare
28 a report of cash receipts and expenditures in lieu of
29 financial statements required by paragraph (a).

30 3. A report of cash receipts and disbursements must
31 disclose the amount of receipts by accounts and receipt

1 | classifications and the amount of expenses by accounts and
2 | expense classifications, including, but not limited to, the
3 | following, as applicable: costs for security, professional and
4 | management fees and expenses, taxes, costs for recreation
5 | facilities, expenses for refuse collection and utility
6 | services, expenses for lawn care, costs for building
7 | maintenance and repair, insurance costs, administration and
8 | salary expenses, and reserves accumulated and expended for
9 | capital expenditures, deferred maintenance, and any other
10 | category for which the association maintains reserves.

11 | (c) An association may prepare or cause to be
12 | prepared, without a meeting of or approval by the unit owners:

13 | 1. Compiled, reviewed, or audited financial
14 | statements, if the association is required to prepare a report
15 | of cash receipts and expenditures;

16 | 2. Reviewed or audited financial statements, if the
17 | association is required to prepare compiled financial
18 | statements; or

19 | 3. Audited financial statements if the association is
20 | required to prepare reviewed financial statements.

21 | (d) If approved by a majority of the voting interests
22 | present at a properly called meeting of the association, an
23 | association may prepare or cause to be prepared:

24 | 1. A report of cash receipts and expenditures in lieu
25 | of a compiled, reviewed, or audited financial statement;

26 | 2. A report of cash receipts and expenditures or a
27 | compiled financial statement in lieu of a reviewed or audited
28 | financial statement; or

29 | 3. A report of cash receipts and expenditures, a
30 | compiled financial statement, or a reviewed financial
31 | statement in lieu of an audited financial statement.

1
2 Such meeting and approval must occur prior to the end of the
3 fiscal year and is effective only for the fiscal year in which
4 the vote is taken. With respect to an association to which the
5 developer has not turned over control of the association, all
6 unit owners, including the developer, may vote on issues
7 related to the preparation of financial reports for the first
8 2 fiscal years of the association's operation, beginning with
9 the fiscal year in which the declaration is recorded.
10 Thereafter, all unit owners except the developer may vote on
11 such issues until control is turned over to the association by
12 the developer. An association or board of administration may
13 not waive the financial reporting requirements of this section
14 for more than 2 consecutive years.

15 (15) RECONSTRUCTION AFTER CASUALTY.--

16 (a) If the condominium property and units are damaged
17 after a casualty, the board of administration shall obtain
18 reliable and detailed estimates of the cost necessary to
19 repair and replace the damaged property to substantially the
20 same condition existing immediately before the casualty and
21 substantially in accordance with the original plans and
22 specifications of the condominium as soon as possible and not
23 later than 60 days after the casualty. If the damage to the
24 condominium property exceeds 50 percent of the property's
25 value, the condominium may be terminated unless 75 percent of
26 the unit owners agree to reconstruction and repair within 90
27 days after the casualty.

28 (b) The board of administration shall engage the
29 services of a registered architect and knowledgeable
30 construction specialists to prepare any necessary plans and
31 specifications and shall receive and approve bids for

1 reconstruction, execute all necessary contracts for
2 restoration, and arrange for disbursement of construction
3 funds, the approval of work, and all other matters pertaining
4 to the repairs and reconstruction required.

5 (c) If the proceeds of the hazard insurance policy
6 maintained by the association under paragraph (11)(b) are
7 insufficient to pay the estimated costs of reconstruction or
8 at any time during reconstruction and repair, assessments
9 shall be made against all unit owners according to their share
10 of the common elements and expenses as set forth in the
11 declaration of condominium.

12 (d) Assessments shall be made against unit owners for
13 damage to their units according to the cost of reconstruction
14 or repair of their respective units. The assessments shall be
15 levied and collected as all other assessments are provided for
16 in this chapter.

17 Section 4. Subsection (2) of section 718.112, Florida
18 Statutes, is amended to read:

19 718.112 Bylaws.--

20 (2) REQUIRED PROVISIONS.--The bylaws of the
21 association shall provide for the following and, if they do
22 not do so, shall be deemed to include the following:

23 (a) Administration.--

24 1. The form of administration of the association shall
25 be described indicating the title of the officers and board of
26 administration and specifying the powers, duties, manner of
27 selection and removal, and compensation, if any, of officers
28 and boards. In the absence of such a provision or
29 determination by the board or membership, the board of
30 administration shall be composed of five members who are unit
31 owners, except in the case of a condominium which has five or

1 fewer units, in which case in a not-for-profit corporation the
2 board shall consist of not fewer than three members who are
3 unit owners. In the absence of provisions to the contrary in
4 the bylaws, the board of administration shall have a
5 president, a secretary, and a treasurer, who shall perform the
6 duties of such officers customarily performed by officers of
7 corporations. Unless prohibited in the bylaws, the board of
8 administration may appoint other officers and grant them the
9 duties it deems appropriate. Unless otherwise provided in the
10 bylaws, the officers shall serve without compensation and at
11 the pleasure of the board of administration. Unless otherwise
12 provided in the bylaws, the members of the board shall serve
13 without compensation.

14 2. When a unit owner files a written inquiry by
15 certified mail with the board of administration, the board
16 shall respond in writing by certified mail, return receipt
17 requested, to the unit owner within 30 days after ~~of~~ receipt
18 of the inquiry. The board's response shall either give a
19 substantive response to the inquirer, notify the inquirer that
20 a legal opinion has been requested, or notify the inquirer
21 that advice has been requested from the division. If the board
22 requests advice from the division, the board shall, within 10
23 days after ~~of~~ its receipt of the advice, provide in writing by
24 certified mail a substantive response to the inquirer. If a
25 legal opinion is requested, the board shall, within 60 days
26 after the receipt of the inquiry, provide in writing by
27 certified mail a substantive response to the inquiry. The
28 failure to provide a substantive response to the inquiry as
29 provided herein precludes the board from recovering attorney's
30 fees and costs in any subsequent litigation, administrative
31 proceeding, or arbitration arising out of the inquiry. The

1 association may through its board of administration adopt
2 reasonable rules and regulations regarding the frequency and
3 manner of responding to unit owner inquiries, one of which may
4 be that the association is only obligated to respond to two
5 ~~one~~ written inquiries ~~inquiry~~ per unit in any given 30-day
6 period. In such a case, any additional inquiry or inquiries
7 must be responded to in the subsequent 30-day period, or
8 periods, as applicable.

9 (b) Quorum; voting requirements; proxies.--

10 1. Unless a lower number is provided in the bylaws,
11 the percentage of voting interests required to constitute a
12 quorum at a meeting of the members shall be a majority of the
13 voting interests. Unless otherwise provided in this chapter
14 or in the declaration, articles of incorporation, or bylaws,
15 and except as provided in subparagraph (d)3., decisions shall
16 be made by owners of a majority of the voting interests
17 represented at a meeting at which a quorum is present.

18 2. Except as specifically otherwise provided herein,
19 after January 1, 1992, unit owners may not vote by general
20 proxy, but may vote by limited proxies substantially
21 conforming to a limited proxy form adopted by the division.
22 Limited proxies and general proxies may be used to establish a
23 quorum. Limited proxies shall be used for votes taken to waive
24 or reduce reserves in accordance with subparagraph (f)2.; for
25 votes taken to waive the financial reporting requirements of
26 s. 718.111(13); for votes taken to amend the declaration
27 pursuant to s. 718.110; for votes taken to amend the articles
28 of incorporation or bylaws pursuant to this section; and for
29 any other matter for which this chapter requires or permits a
30 vote of the unit owners. ~~A Except as provided in paragraph~~
31 ~~(d), after January 1, 1992, no proxy, limited or general, may~~

1 ~~not shall~~ be used in the election of board members. General
2 proxies may be used for other matters for which limited
3 proxies are not required, and may also be used in voting for
4 nonsubstantive changes to items for which a limited proxy is
5 required and given. Notwithstanding the provisions of this
6 subparagraph, unit owners may vote in person at unit owner
7 meetings. Nothing contained herein shall limit the use of
8 general proxies or require the use of limited proxies for any
9 agenda item or election at any meeting of a timeshare
10 condominium association.

11 3. Any proxy given shall be effective only for the
12 specific meeting for which originally given and any lawfully
13 adjourned meetings thereof. In no event shall any proxy be
14 valid for a period longer than 90 days after the date of the
15 first meeting for which it was given. Every proxy is
16 revocable at any time at the pleasure of the unit owner
17 executing it.

18 4. A member of the board of administration or a
19 committee may submit in writing his or her agreement or
20 disagreement with any action taken at a meeting that the
21 member did not attend. This agreement or disagreement may not
22 be used as a vote for or against the action taken and may not
23 be used for the purposes of creating a quorum.

24 5. When any of the board or committee members meet by
25 telephone conference, those board or committee members
26 attending by telephone conference may be counted toward
27 obtaining a quorum and may vote by telephone. A telephone
28 speaker must be used so that the conversation of those board
29 or committee members attending by telephone may be heard by
30 the board or committee members attending in person as well as
31 by any unit owners present at a meeting.

1 (c) Board of administration meetings.--Meetings of the
2 board of administration at which a quorum of the members is
3 present shall be open to all unit owners. The board of
4 administration shall address agenda items proposed by a
5 petition of 20 percent of the unit owners submitted at least
6 48 hours before the meeting date, in time for the directors to
7 study and understand the agenda items, and in time to post the
8 updated agenda before the meeting. A unit owner's facsimile
9 signature constitutes the unit owner's original signature in
10 any matter under this chapter that requires the unit owner's
11 signature. Correspondence from the board of administration to
12 unit owners shall be accomplished by the same, or a more
13 secure, delivery method that is as secure as certified mail,
14 return receipt requested, except as otherwise provided in this
15 paragraph. Any unit owner may tape record or videotape
16 meetings of the board of administration. The right to attend
17 such meetings includes the right to speak at such meetings
18 with reference to all designated agenda items. The division
19 shall adopt reasonable rules governing the tape recording and
20 videotaping of the meeting. The association may adopt written
21 reasonable rules governing the frequency, duration, and manner
22 of unit owner statements. Adequate notice of all meetings,
23 which notice shall specifically incorporate an identification
24 of agenda items, shall be posted conspicuously on the
25 condominium property at least 48 continuous hours preceding
26 the meeting except in an emergency. Any item not included on
27 the notice may be taken up on an emergency basis by at least a
28 majority plus one of the members of the board or by a petition
29 of 20 percent of the unit owners. Such emergency action shall
30 be noticed and ratified at the next regular meeting of the
31 board. However, written notice of any meeting at which

1 nonemergency special assessments, or at which amendment to
2 rules regarding unit use, will be considered shall be mailed,
3 delivered, or electronically transmitted to the unit owners
4 and posted conspicuously on the condominium property not less
5 than 14 days prior to the meeting. Evidence of compliance with
6 this 14-day notice shall be made by an affidavit executed by
7 the person providing the notice and filed among the official
8 records of the association. Upon notice to the unit owners,
9 the board shall by duly adopted rule designate a specific
10 location on the condominium property or association property
11 upon which all notices of board meetings shall be posted. If
12 there is no condominium property or association property upon
13 which notices can be posted, notices of board meetings shall
14 be mailed, delivered, or electronically transmitted at least
15 14 days before the meeting to the owner of each unit. In lieu
16 of or in addition to the physical posting of notice of any
17 meeting of the board of administration on the condominium
18 property, the association may, by reasonable rule, adopt a
19 procedure for conspicuously posting and repeatedly
20 broadcasting the notice and the agenda on a closed-circuit
21 cable television system serving the condominium association.
22 However, if broadcast notice is used in lieu of a notice
23 posted physically on the condominium property, the notice and
24 agenda must be broadcast at least four times every broadcast
25 hour of each day that a posted notice is otherwise required
26 under this section. When broadcast notice is provided, the
27 notice and agenda must be broadcast in a manner and for a
28 sufficient continuous length of time so as to allow an average
29 reader to observe the notice and read and comprehend the
30 entire content of the notice and the agenda. Notice of any
31 meeting in which regular or special assessments against unit

1 owners are to be considered for any reason shall specifically
2 state ~~contain a statement~~ that assessments will be considered
3 and specify the nature, cost, and breakdown of any such
4 assessments. Meetings of a committee to take final action on
5 behalf of the board or make recommendations to the board
6 regarding the association budget are subject to the provisions
7 of this paragraph. Meetings of a committee that does not take
8 final action on behalf of the board or make recommendations to
9 the board regarding the association budget are subject to the
10 provisions of this section, unless those meetings are exempted
11 from this section by the bylaws of the association.

12 Notwithstanding any other law, the requirement that board
13 meetings and committee meetings be open to the unit owners is
14 inapplicable to meetings between the board or a committee and
15 the association's attorney, with respect to proposed or
16 pending litigation, when the meeting is held for the purpose
17 of seeking or rendering legal advice.

18 (d) Unit owner meetings.--

19 1. There shall be an annual meeting of the unit
20 owners. Unless the bylaws provide otherwise, a vacancy on the
21 board caused by the expiration of a director's term shall be
22 filled by electing a new board member, and the election shall
23 be by secret ballot; however, if the number of vacancies
24 equals or exceeds the number of candidates, no election is
25 required. If there is no provision in the bylaws for terms of
26 the members of the board, the terms of all members of the
27 board shall expire upon the election of their successors at
28 the annual meeting. Any unit owner desiring to be a candidate
29 for board membership shall comply with subparagraph 3. The
30 only prohibition against eligibility for board membership
31 shall be for a person who has been convicted of any felony by

1 any court of record in the United States and who has not had
2 his or her right to vote restored pursuant to law in the
3 jurisdiction of his or her residence ~~is not eligible for board~~
4 ~~membership~~. The validity of an action by the board is not
5 affected if it is later determined that a member of the board
6 is ineligible for board membership due to having been
7 convicted of a felony.

8 2. The bylaws shall provide the method of calling
9 meetings of unit owners, including annual meetings. Written
10 notice, which notice must include an agenda, shall be mailed,
11 hand delivered, or electronically transmitted to each unit
12 owner at least 14 days prior to the annual meeting and shall
13 be posted in a conspicuous place on the condominium property
14 at least 14 continuous days preceding the annual meeting. Upon
15 notice to the unit owners, the board shall by duly adopted
16 rule designate a specific location on the condominium property
17 or association property upon which all notices of unit owner
18 meetings shall be posted; however, if there is no condominium
19 property or association property upon which notices can be
20 posted, this requirement does not apply. In lieu of or in
21 addition to the physical posting of notice of any meeting of
22 the unit owners on the condominium property, the association
23 may, by reasonable rule, adopt a procedure for conspicuously
24 posting and repeatedly broadcasting the notice and the agenda
25 on a closed-circuit cable television system serving the
26 condominium association. However, if broadcast notice is used
27 in lieu of a notice posted physically on the condominium
28 property, the notice and agenda must be broadcast at least
29 four times every broadcast hour of each day that a posted
30 notice is otherwise required under this section. When
31 broadcast notice is provided, the notice and agenda must be

1 broadcast in a manner and for a sufficient continuous length
2 of time so as to allow an average reader to observe the notice
3 and read and comprehend the entire content of the notice and
4 the agenda. Unless a unit owner waives in writing the right to
5 receive notice of the annual meeting, such notice shall be
6 hand delivered, mailed, or electronically transmitted to each
7 unit owner. Notice for meetings and notice for all other
8 purposes shall be mailed to each unit owner at the address
9 last furnished to the association by the unit owner, or hand
10 delivered to each unit owner. However, if a unit is owned by
11 more than one person, the association shall provide notice,
12 for meetings and all other purposes, to that one address which
13 the developer initially identifies for that purpose and
14 thereafter as one or more of the owners of the unit shall so
15 advise the association in writing, or if no address is given
16 or the owners of the unit do not agree, to the address
17 provided on the deed of record. An officer of the association,
18 or the manager or other person providing the first notice of
19 the association meeting, and the second notice as provided for
20 in subparagraph 3., shall provide an affidavit or United
21 States Postal Service certificate of mailing, to be included
22 in the official records of the association affirming that the
23 notices were ~~notice was~~ mailed or hand delivered, in
24 accordance with this provision.

25 3. The members of the board shall be elected by
26 written ballot or voting machine. Proxies shall in no event be
27 used in electing the board, either in general elections or
28 elections to fill vacancies caused by recall, resignation, or
29 otherwise, unless otherwise provided in this chapter. Not less
30 than 60 days before a scheduled election, the association or
31 its representative shall mail, deliver, or electronically

1 transmit, whether by separate association mailing or included
2 in another association mailing, delivery, or transmission,
3 including regularly published newsletters, to each unit owner
4 entitled to a vote, a first notice of the date of the
5 election. Any unit owner or other eligible person desiring to
6 be a candidate for the board must give written notice to the
7 association or its representative not less than 40 days before
8 a scheduled election. Together with the written notice and
9 agenda as set forth in subparagraph 2., the association or its
10 representative shall mail, deliver, or electronically transmit
11 a second notice of the election to all unit owners entitled to
12 vote therein, together with a ballot which shall list all
13 candidates. Upon request of a candidate, the association or
14 its representative shall include an information sheet, no
15 larger than 8 1/2 inches by 11 inches, which must be
16 furnished by the candidate not less than 35 days before the
17 election, to be included with the mailing, delivery, or
18 transmission of the ballot, with the costs of mailing,
19 delivery, or electronic transmission and copying to be borne
20 by the association. The association or its representative is
21 not liable for the contents of the information sheets prepared
22 by the candidates. In order to reduce costs, the association
23 may print or duplicate the information sheets on both sides of
24 the paper. The division shall by rule establish voting
25 procedures consistent with the provisions contained herein,
26 including rules establishing procedures for giving notice by
27 electronic transmission and rules providing for the secrecy of
28 ballots. All ballot envelopes must be placed in a locked or
29 sealed ballot drop box immediately upon receipt, and the box
30 may not be opened in advance of the election meeting.
31 Elections shall be decided by a plurality of those ballots

1 | cast. There shall be no quorum requirement; however, at least
2 | 20 percent of the eligible voters must cast a ballot in order
3 | to have a valid election of members of the board. No unit
4 | owner shall permit any other person to vote his or her ballot,
5 | and any such ballots improperly cast shall be deemed invalid,
6 | provided any unit owner who violates this provision may be
7 | fined by the association in accordance with s. 718.303. A unit
8 | owner who needs assistance in casting the ballot for the
9 | reasons stated in s. 101.051 may obtain assistance in casting
10 | the ballot. The regular election shall occur on the date of
11 | the annual meeting. The provisions of this subparagraph shall
12 | not apply to timeshare condominium associations.

13 | Notwithstanding the provisions of this subparagraph, an
14 | election is not required unless more candidates file notices
15 | of intent to run or are nominated than board vacancies exist.

16 | 4. Any approval by unit owners called for by this
17 | chapter or the applicable declaration or bylaws, including,
18 | but not limited to, the approval requirement in s. 718.111(8),
19 | shall be made at a duly noticed meeting of unit owners and
20 | shall be subject to all requirements of this chapter or the
21 | applicable condominium documents relating to unit owner
22 | decisionmaking, except that unit owners may take action by
23 | written agreement, without meetings, on matters for which
24 | action by written agreement without meetings is expressly
25 | allowed by the applicable bylaws or declaration or any statute
26 | that provides for such action.

27 | 5. Unit owners may waive notice of specific meetings
28 | if allowed by the applicable bylaws or declaration or any
29 | statute. If authorized by the bylaws, notice of meetings of
30 | the board of administration, unit owner meetings, except unit
31 | owner meetings called to recall board members under paragraph

1 (j), and committee meetings may be given by electronic
2 transmission to unit owners who consent to receive notice by
3 electronic transmission.

4 6. Unit owners shall have the right to participate in
5 meetings of unit owners with reference to all designated
6 agenda items. However, the association may adopt reasonable
7 rules governing the frequency, duration, and manner of unit
8 owner participation.

9 7. Any unit owner may tape record or videotape a
10 meeting of the unit owners subject to reasonable rules adopted
11 by the division.

12 8. Unless otherwise provided in the bylaws, any
13 vacancy occurring on the board before the expiration of a term
14 may be filled by the affirmative vote of the majority of the
15 remaining directors, even if the remaining directors
16 constitute less than a quorum, or by the sole remaining
17 director. In the alternative, a board may hold an election to
18 fill the vacancy, in which case the election procedures must
19 conform to the requirements of subparagraph 3. ~~unless the~~
20 ~~association has opted out of the statutory election process,~~
21 ~~in which case the bylaws of the association control.~~ Unless
22 otherwise provided in the bylaws, a board member appointed or
23 elected under this section shall fill the vacancy for the
24 unexpired term of the seat being filled. Filling vacancies
25 created by recall is governed by paragraph (j) and rules
26 adopted by the division.

27 9. Unit owners have the right to have items not
28 related to the budget placed on the agenda of the annual
29 meeting and voted upon if a written request is made to the
30 board of administration by 20 percent or more of all voting
31

1 interests at least 90 days before the date of the annual
2 meeting.

3
4 ~~Notwithstanding subparagraphs (b)2. and (d)3., an association~~
5 ~~may, by the affirmative vote of a majority of the total voting~~
6 ~~interests, provide for different voting and election~~
7 ~~procedures in its bylaws, which vote may be by a proxy~~
8 ~~specifically delineating the different voting and election~~
9 ~~procedures. The different voting and election procedures may~~
10 ~~provide for elections to be conducted by limited or general~~
11 ~~proxy.~~

12 (e) Budget meeting.--

13 1. Any meeting at which a proposed annual budget of an
14 association will be considered by the board or unit owners
15 shall be open to all unit owners. At least 14 days prior to
16 such a meeting, the board shall hand deliver to each unit
17 owner, mail to each unit owner at the address last furnished
18 to the association by the unit owner, or electronically
19 transmit to the location furnished by the unit owner for that
20 purpose a notice of such meeting and a copy of the proposed
21 annual budget. An officer or manager of the association, or
22 other person providing notice of such meeting, shall execute
23 an affidavit evidencing compliance with such notice
24 requirement, and such affidavit shall be filed among the
25 official records of the association.

26 2.a. If a board adopts in any fiscal year an annual
27 budget which requires assessments against unit owners which
28 exceed 115 percent of assessments for the preceding fiscal
29 year, the board shall conduct a special meeting of the unit
30 owners to consider a substitute budget if the board receives,
31 within 21 days after adoption of the annual budget, a written

1 request for a special meeting from at least 10 percent of all
2 voting interests. The special meeting shall be conducted
3 within 60 days after adoption of the annual budget. At least
4 14 days prior to such special meeting, the board shall hand
5 deliver to each unit owner, or mail to each unit owner at the
6 address last furnished to the association, a notice of the
7 meeting. An officer or manager of the association, or other
8 person providing notice of such meeting shall execute an
9 affidavit evidencing compliance with this notice requirement,
10 and such affidavit shall be filed among the official records
11 of the association. Unit owners may consider and adopt a
12 substitute budget at the special meeting. A substitute budget
13 is adopted if approved by a majority of all voting interests
14 unless the bylaws require adoption by a greater percentage of
15 voting interests. If there is not a quorum at the special
16 meeting or a substitute budget is not adopted, the annual
17 budget previously adopted by the board shall take effect as
18 scheduled.

19 b. Any determination of whether assessments exceed 115
20 percent of assessments for the prior fiscal year shall exclude
21 any authorized provision for reasonable reserves for repair or
22 replacement of the condominium property, anticipated expenses
23 of the association which the board does not expect to be
24 incurred on a regular or annual basis, or assessments for
25 betterments to the condominium property.

26 c. If the developer controls the board, assessments
27 shall not exceed 115 percent of assessments for the prior
28 fiscal year unless approved by a majority of all voting
29 interests.

30 (f) Annual budget.--
31

1 1. The association shall prepare an annual budget of
2 the estimated revenues and expenses. The adopted budget of the
3 previous fiscal year shall remain in effect until the
4 association has adopted a new budget for the current fiscal
5 year. The proposed annual budget of estimated revenues and
6 ~~common~~ expenses shall be detailed and shall show the amounts
7 budgeted by accounts and expense classifications, including,
8 if applicable, but not limited to, those expenses listed in s.
9 718.504(21). A multicondominium association shall adopt a
10 separate budget of common expenses for each condominium the
11 association operates and shall adopt a separate budget of
12 common expenses for the association. In addition, if the
13 association maintains limited common elements with the cost to
14 be shared only by those entitled to use the limited common
15 elements as provided for in s. 718.113(1), the budget or a
16 schedule attached thereto shall show amounts budgeted
17 therefor. If, after turnover of control of the association to
18 the unit owners, any of the expenses listed in s. 718.504(21)
19 are not applicable, they need not be listed.

20 2. In addition to annual operating expenses, the
21 budget shall include reserve accounts for capital expenditures
22 and deferred maintenance. These accounts shall include, but
23 are not limited to, structural repairs, roof replacement,
24 building painting, and pavement resurfacing, regardless of the
25 amount of deferred maintenance expense or replacement cost,
26 and for any other item for which the deferred maintenance
27 expense or replacement cost exceeds \$10,000. The amount to be
28 reserved shall be computed by means of a formula which is
29 based upon estimated remaining useful life and estimated
30 replacement cost or deferred maintenance expense of each
31 reserve item. The association may adjust replacement reserve

1 assessments annually to take into account any changes in
2 estimates or extension of the useful life of a reserve item
3 caused by deferred maintenance. This subsection does not apply
4 to an adopted budget in which the members of an association
5 have determined, by a majority vote at a duly called meeting
6 of the association, to provide no reserves or less reserves
7 than required by this subsection. However, prior to turnover
8 of control of an association by a developer to unit owners
9 other than a developer pursuant to s. 718.301, the developer
10 may vote to waive the reserves or reduce the funding of
11 reserves for the first 2 fiscal years of the association's
12 operation, beginning with the fiscal year in which the initial
13 declaration is recorded, after which time reserves may be
14 waived or reduced only upon the vote of a majority of all
15 nondeveloper voting interests voting in person or by limited
16 proxy at a duly called meeting of the association. If a
17 meeting of the unit owners has been called to determine
18 whether to waive or reduce the funding of reserves, and no
19 such result is achieved or a quorum is not attained, the
20 reserves as included in the budget shall go into effect. After
21 the turnover, the developer may vote its voting interest to
22 waive or reduce the funding of reserves.

23 3. Reserve funds and any interest accruing thereon
24 shall remain in the reserve account or accounts, and shall be
25 used only for authorized reserve expenditures unless their use
26 for other purposes is approved in advance by a majority vote
27 at a duly called meeting of the association. Prior to turnover
28 of control of an association by a developer to unit owners
29 other than the developer pursuant to s. 718.301, the
30 developer-controlled association shall not vote to use
31 reserves for purposes other than that for which they were

1 intended without the approval of a majority of all
2 nondeveloper voting interests, voting in person or by limited
3 proxy at a duly called meeting of the association.

4 4. The only voting interests which are eligible to
5 vote on questions that involve waiving or reducing the funding
6 of reserves, or using existing reserve funds for purposes
7 other than purposes for which the reserves were intended, are
8 the voting interests of the units subject to assessment to
9 fund the reserves in question. The face of all ballots that
10 involve questions relating to waiving or reducing the funding
11 of reserves, or using existing reserve funds for purposes
12 other than purposes for which the reserves were intended, must
13 contain the following statement in capitalized, bold letters
14 in a font size larger than any other used on the face of the
15 ballot: WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING
16 ALTERNATE USES OF EXISTING RESERVES, MAY RESULT IN UNIT OWNER
17 LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS
18 REGARDING THOSE RESERVE ITEMS.

19 5. A vote to provide for no reserves or a percentage
20 of reserves shall be made at the annual meeting of the unit
21 owners called under paragraph (d).

22 6. Notwithstanding subparagraph 3., the association
23 after turnover of control of the association may, in case of a
24 catastrophic event, use reserve funds for nonscheduled
25 purposes to mitigate further damage to units or common
26 elements or to make the condominium accessible for repairs.

27 7. Except in cases of emergency, or unless otherwise
28 provided for in the bylaws or approved by a vote of a majority
29 of the unit owners in advance, the board of administration may
30 not apply for or accept a loan or line of credit in an amount
31

1 that exceeds 10 percent of the association's annual budget for
2 the current year.

3 (g) Assessments.--After the declaration has been
4 recorded, and until such time as the association has been
5 created, all common expenses shall be paid by the developer.
6 Assessments shall be levied in an amount determined by the
7 adopted budget or an authorized special assessment. The manner
8 of collecting from the unit owners their shares of the common
9 expenses shall be stated in the bylaws. Assessments shall be
10 made against units on a quarter-annual, or more frequent,
11 basis not less frequently than quarterly in an amount which is
12 not less than that required to provide funds in advance for
13 payment of all of the anticipated current operating expenses
14 and for all of the unpaid operating expenses previously
15 incurred. ~~Nothing in~~ This paragraph does not shall preclude
16 the right of an association to accelerate assessments of an
17 owner delinquent in payment of common expenses against whom a
18 lien has been filed. Accelerated assessments shall be due and
19 payable after ~~on the date~~ the claim of lien is filed. Such
20 accelerated assessments shall include the amounts due for the
21 remainder of the budget year in which the claim of lien was
22 filed.

23 (h) Amendment of bylaws.--

24 1. The method by which the bylaws may be amended
25 consistent with the provisions of this chapter shall be
26 stated. If the bylaws fail to provide a method of amendment,
27 the bylaws may be amended if the amendment is approved by the
28 owners of not less than two-thirds of the voting interests.

29 2. No bylaw shall be revised or amended by reference
30 to its title or number only. Proposals to amend existing
31 bylaws shall contain the full text of the bylaws to be

1 amended; new words shall be inserted in the text underlined,
2 and words to be deleted shall be lined through with hyphens.
3 However, if the proposed change is so extensive that this
4 procedure would hinder, rather than assist, the understanding
5 of the proposed amendment, it is not necessary to use
6 underlining and hyphens as indicators of words added or
7 deleted, but, instead, a notation must be inserted immediately
8 preceding the proposed amendment in substantially the
9 following language: "Substantial rewording of bylaw. See
10 bylaw for present text."

11 3. Nonmaterial errors or omissions in the bylaw
12 process will not invalidate an otherwise properly promulgated
13 amendment.

14 (i) Transfer fees.--No charge shall be made by the
15 association or any body thereof in connection with the sale,
16 mortgage, lease, sublease, or other transfer of a unit unless
17 the association is required to approve such transfer and a fee
18 for such approval is provided for in the declaration,
19 articles, or bylaws. Any such fee may be preset, but in no
20 event may such fee exceed \$100 per applicant other than
21 husband/wife or parent/dependent child, which are considered
22 one applicant. However, if the lease or sublease is a renewal
23 of a lease or sublease with the same lessee or sublessee, no
24 charge shall be made. The foregoing notwithstanding, an
25 association may, if the authority to do so appears in the
26 declaration or bylaws, require that a prospective lessee place
27 a security deposit, in an amount not to exceed the equivalent
28 of 1 month's rent, into an escrow account maintained by the
29 association. The security deposit shall protect against
30 damages to the common elements or association property.
31 Payment of interest, claims against the deposit, refunds, and

1 | disputes under this paragraph shall be handled in the same
2 | fashion as provided in part II of chapter 83.

3 | (j) Recall of board members.--Subject to the
4 | provisions of s. 718.301, any member of the board of
5 | administration may be recalled and removed from office with or
6 | without cause by the vote or agreement in writing by a
7 | majority of all the voting interests. A special meeting of the
8 | unit owners to recall a member or members of the board of
9 | administration may be called by 10 percent of the voting
10 | interests giving notice of the meeting as required for a
11 | meeting of unit owners, and the notice shall state the purpose
12 | of the meeting. Electronic transmission may not be used as a
13 | method of giving notice of a meeting called in whole or in
14 | part for this purpose.

15 | 1. If the recall is approved by a majority of all
16 | voting interests by a vote at a meeting, the recall will be
17 | effective as provided herein. The board shall duly notice and
18 | hold a board meeting within 5 full business days of the
19 | adjournment of the unit owner meeting to recall one or more
20 | board members. At the meeting, the board shall either certify
21 | the recall, in which case such member or members shall be
22 | recalled effective immediately and shall turn over to the
23 | board within 5 full business days any and all records and
24 | property of the association in their possession, or shall
25 | proceed as set forth in subparagraph 3.

26 | 2. If the proposed recall is by an agreement in
27 | writing by a majority of all voting interests, the agreement
28 | in writing or a copy thereof shall be served on the
29 | association by certified mail or by personal service in the
30 | manner authorized by chapter 48 and the Florida Rules of Civil
31 | Procedure. The board of administration shall duly notice and

1 hold a meeting of the board within 5 full business days after
2 receipt of the agreement in writing. At the meeting, the board
3 shall either certify the written agreement to recall a member
4 or members of the board, in which case such member or members
5 shall be recalled effective immediately and shall turn over to
6 the board within 5 full business days any and all records and
7 property of the association in their possession, or proceed as
8 described in subparagraph 3.

9 3. If the board determines not to certify the written
10 agreement to recall a member or members of the board, or does
11 not certify the recall by a vote at a meeting, the board
12 shall, within 5 full business days after the meeting, file
13 with the division a petition for arbitration pursuant to the
14 procedures in s. 718.1255. For the purposes of this section,
15 the unit owners who voted at the meeting or who executed the
16 agreement in writing shall constitute one party under the
17 petition for arbitration. If the arbitrator certifies the
18 recall as to any member or members of the board, the recall
19 will be effective upon mailing of the final order of
20 arbitration to the association. If the association fails to
21 comply with the order of the arbitrator, the division may take
22 action pursuant to s. 718.501. Any member or members so
23 recalled shall deliver to the board any and all records of the
24 association in their possession within 5 full business days of
25 the effective date of the recall.

26 4. If the board fails to duly notice and hold a board
27 meeting within 5 full business days of service of an agreement
28 in writing or within 5 full business days of the adjournment
29 of the unit owner recall meeting, the recall shall be deemed
30 effective and the board members so recalled shall immediately
31

1 | turn over to the board any and all records and property of the
2 | association.

3 | 5. If a vacancy occurs on the board as a result of a
4 | recall and less than a majority of the board members are
5 | removed, the vacancy may be filled by the affirmative vote of
6 | a majority of the remaining directors, notwithstanding any
7 | provision to the contrary contained in this subsection. If
8 | vacancies occur on the board as a result of a recall and a
9 | majority or more of the board members are removed, the
10 | vacancies shall be filled in accordance with procedural rules
11 | to be adopted by the division, which rules need not be
12 | consistent with this subsection. The rules must provide
13 | procedures governing the conduct of the recall election as
14 | well as the operation of the association during the period
15 | after a recall but prior to the recall election.

16 | ~~(k) Arbitration. There shall be a provision for~~
17 | ~~mandatory nonbinding arbitration as provided for in s.~~
18 | ~~718.1255.~~

19 | (k)(1) Certificate of compliance.--There shall be a
20 | provision that a certificate of compliance from a licensed
21 | electrical contractor or electrician may be accepted by the
22 | association's board as evidence of compliance of the
23 | condominium units with the applicable fire and life safety
24 | code. Notwithstanding the provisions of chapter 633 or of any
25 | other code, statute, ordinance, administrative rule, or
26 | regulation, or any interpretation of the foregoing, an
27 | association, condominium, or unit owner is not obligated to
28 | retrofit the common elements or units of a residential
29 | condominium with a fire sprinkler system or other engineered
30 | lifesafety system in a building that has been certified for
31 | occupancy by the applicable governmental entity, if the unit

1 owners have voted to forego such retrofitting and engineered
2 lifesafety system by the affirmative vote of two-thirds of all
3 voting interests in the affected condominium. However, a
4 condominium association may not vote to forego the
5 retrofitting with a fire sprinkler system of common areas in a
6 high-rise building. For purposes of this subsection, the term
7 "high-rise building" means a building that is greater than 75
8 feet in height where the building height is measured from the
9 lowest level of fire department access to the floor of the
10 highest occupiable story. For purposes of this subsection, the
11 term "common areas" means any enclosed hallway, corridor,
12 lobby, stairwell, or entryway. In no event shall the local
13 authority having jurisdiction require completion of
14 retrofitting of common areas with a sprinkler system before
15 the end of 2014.

16 1. A vote to forego retrofitting may be obtained by
17 limited proxy or by a ballot personally cast at a duly called
18 membership meeting, or by execution of a written consent by
19 the member, and shall be effective upon the recording of a
20 certificate attesting to such vote in the public records of
21 the county where the condominium is located. The association
22 shall mail, hand deliver, or electronically transmit to each
23 unit owner written notice at least 14 days prior to such
24 membership meeting in which the vote to forego retrofitting of
25 the required fire sprinkler system is to take place. Within 30
26 days after the association's opt-out vote, notice of the
27 results of the opt-out vote shall be mailed, hand delivered,
28 or electronically transmitted to all unit owners. Evidence of
29 compliance with this 30-day notice shall be made by an
30 affidavit executed by the person providing the notice and
31 filed among the official records of the association. After

1 such notice is provided to each owner, a copy of such notice
2 shall be provided by the current owner to a new owner prior to
3 closing and shall be provided by a unit owner to a renter
4 prior to signing a lease.

5 2. As part of the information collected annually from
6 condominiums, the division shall require condominium
7 associations to report the membership vote and recording of a
8 certificate under this subsection and, if retrofitting has
9 been undertaken, the per-unit cost of such work. The division
10 shall annually report to the Division of State Fire Marshal of
11 the Department of Financial Services the number of
12 condominiums that have elected to forego retrofitting.

13 ~~(1)(m)~~ Common elements; limited power to convey.--

14 1. With respect to condominiums created on or after
15 October 1, 1994, the bylaws shall include a provision granting
16 the association a limited power to convey a portion of the
17 common elements to a condemning authority for the purpose of
18 providing utility easements, right-of-way expansion, or other
19 public purposes, whether negotiated or as a result of eminent
20 domain proceedings.

21 2. In any case where the bylaws are silent as to the
22 association's power to convey common elements as described in
23 subparagraph 1., the bylaws shall be deemed to include the
24 provision described in subparagraph 1.

25 Section 5. Section 718.113, Florida Statutes, is
26 amended to read:

27 718.113 Maintenance; limitation upon improvement;
28 display of flag; display of religious decorations; hurricane
29 shutters.--

30 (1) Maintenance of the common elements is the
31 responsibility of the association. The declaration may provide

1 | that certain limited common elements shall be maintained by
2 | those entitled to use the limited common elements or that the
3 | association shall provide the maintenance, ~~either as a common~~
4 | ~~expense or~~ with the cost shared only by those entitled to use
5 | the limited common elements. If the maintenance is to be by
6 | the association at the expense of only those entitled to use
7 | the limited common elements, the declaration shall describe in
8 | detail the method of apportioning such costs among those
9 | entitled to use the limited common elements, and the
10 | association may use the provisions of s. 718.116 to enforce
11 | payment of the shares of such costs by the unit owners
12 | entitled to use the limited common elements.

13 | (2)(a) Except as otherwise provided in this section,
14 | there shall be no material alteration or substantial additions
15 | to the common elements or to real property which is
16 | association property, except in a manner provided in the
17 | declaration as originally recorded or as amended under the
18 | procedures provided therein. If the declaration as originally
19 | recorded or as amended under the procedures provided therein
20 | does not specify the procedure for approval of material
21 | alterations or substantial additions, 75 percent of the total
22 | voting interests of the association must approve the
23 | alterations or additions.

24 | (b) There shall not be any material alteration of, or
25 | substantial addition to, the common elements of any
26 | condominium operated by a multicondominium association unless
27 | approved in the manner provided in the declaration of the
28 | affected condominium or condominiums as originally recorded or
29 | as amended under the procedures provided therein. If a
30 | declaration as originally recorded or as amended under the
31 | procedures provided therein does not specify a procedure for

1 approving such an alteration or addition, the approval of 75
2 percent of the total voting interests of each affected
3 condominium is required. This subsection does not prohibit a
4 provision in any declaration, articles of incorporation, or
5 bylaws as originally recorded or as amended under the
6 procedures provided therein requiring the approval of unit
7 owners in any condominium operated by the same association or
8 requiring board approval before a material alteration or
9 substantial addition to the common elements is permitted. This
10 paragraph is intended to clarify existing law and applies to
11 associations existing on the effective date of this act.

12 (c) There shall not be any material alteration or
13 substantial addition made to association real property
14 operated by a multicondominium association, except as provided
15 in the declaration, articles of incorporation, or bylaws as
16 originally recorded or as amended under the procedures
17 provided therein. If the declaration, articles of
18 incorporation, or bylaws as originally recorded or as amended
19 under the procedures provided therein do not specify the
20 procedure for approving an alteration or addition to
21 association real property, the approval of 75 percent of the
22 total voting interests of the association is required. This
23 paragraph is intended to clarify existing law and applies to
24 associations existing on the effective date of this act.

25 (3) A unit owner shall not do anything within his or
26 her unit or on the common elements which would adversely
27 affect the safety or soundness of the common elements or any
28 portion of the association property or condominium property
29 which is to be maintained by the association.

30 (4) Any unit owner may display one portable, removable
31 United States flag in a respectful way and, on Armed Forces

1 Day, Memorial Day, Flag Day, Independence Day, and Veterans
2 Day, may display in a respectful way portable, removable
3 official flags, not larger than 4 1/2 feet by 6 feet, that
4 represent the United States Army, Navy, Air Force, Marine
5 Corps, or Coast Guard, regardless of any declaration rules or
6 requirements dealing with flags or decorations.

7 (5) Each board of administration shall, at each annual
8 meeting, adopt or restate hurricane shutter specifications for
9 each building within each condominium operated by the
10 association which shall include color, style, and other
11 factors deemed relevant by the board. All specifications
12 adopted or restated by the board shall comply with the
13 applicable building code. Notwithstanding any provision to the
14 contrary in the condominium documents, if approval is required
15 by the documents, a board shall not refuse to approve the
16 installation or replacement of hurricane shutters conforming
17 to the specifications adopted by the board. The board may,
18 subject to the provisions of s. 718.3026, and the approval of
19 a majority of voting interests of the condominium, install
20 hurricane shutters or hurricane protection that complies with
21 the applicable building code, and may maintain, repair, or
22 replace such approved hurricane shutters, whether on or within
23 common elements, limited common elements, units, or
24 association property. However, where laminated glass or window
25 film architecturally designed to function as hurricane
26 protection which complies with the applicable building code
27 has been installed, the board may not install hurricane
28 shutters. The board may operate shutters installed pursuant to
29 this subsection without permission of the unit owners only
30 where such operation is necessary to preserve and protect the
31 condominium property and association property. The

1 installation, replacement, operation, repair, and maintenance
2 of such shutters in accordance with the procedures set forth
3 herein shall not be deemed a material alteration to the common
4 elements or association property within the meaning of this
5 section.

6 (6) Every 5 years, the board of administration shall
7 have the condominium buildings inspected by a professional
8 engineer or professional architect registered in the state for
9 the purposes of determining that the building is structurally
10 and electrically safe, and determining any immediate
11 maintenance required as well as any long term maintenance
12 necessary in the form of a long-term maintenance plan. The
13 long-term maintenance plan must include an executive summary
14 that shall be distributed to all unit owners. The engineer or
15 architect shall provide a report indicating the manner and
16 type of inspection forming the basis for the report and
17 description of any matters identified as requiring remedial
18 action. The report shall become an official record of the
19 association to be provided to the members upon request
20 pursuant to s. 718.111(12).

21 (7) An association may not prohibit the attachment of
22 religious items at the door or at the entrance of a unit. The
23 board may adopt reasonable size restrictions for such items.

24 Section 6. Section 718.1224, Florida Statutes, is
25 created to read:

26 718.1224 Prohibition against SLAPP suits.--

27 (1) It is the intent of the Legislature to protect the
28 right of condominium unit owners to exercise their rights to
29 instruct their representatives and petition for redress of
30 grievances before the various governmental entities of this
31 state as protected by the First Amendment to the United States

1 Constitution and s. 5, Art. I of the State Constitution. The
2 Legislature recognizes that strategic lawsuits against public
3 participation, or "SLAPP" suits as they are typically referred
4 to, have occurred when association members are sued by
5 individuals, business entities, or governmental entities
6 arising out of a condominium unit owner's appearance and
7 presentation before a governmental entity on matters related
8 to the condominium association. However, it is the public
9 policy of this state that governmental entities, business
10 organizations, and individuals not to engage in SLAPP suits,
11 because such actions are inconsistent with the right of
12 condominium unit owners to participate in the state's
13 institutions of government. Therefore, the Legislature finds
14 and declares that prohibiting such lawsuits by governmental
15 entities, business entities, and individuals against
16 condominium unit owners who address matters concerning their
17 condominium association will preserve this fundamental state
18 policy, preserve the constitutional rights of condominium unit
19 owners, and ensure the continuation of representative
20 government in this state. It is the intent of the Legislature
21 that such lawsuits be expeditiously disposed of by the courts.
22 As used in this subsection, the term "governmental entity"
23 means the state, including the executive, legislative, and
24 judicial branches of government, the independent
25 establishments of the state, counties, municipalities,
26 districts, authorities, boards, or commissions, or any
27 agencies of these branches which are subject to chapter 286.
28 (2) A governmental entity, business organization, or
29 individual in this state may not file or cause to be filed
30 through its employees or agents any lawsuit, cause of action,
31 claim, cross-claim, or counterclaim against a condominium unit

1 owner without merit and solely because such condominium unit
2 owner has exercised the right to instruct his or her
3 representatives or the right to petition for redress of
4 grievances before the various governmental entities of this
5 state, as protected by the First Amendment to the United
6 States Constitution and s. 5, Art. I of the State
7 Constitution.

8 (3) If a condominium unit owner is sued by a
9 governmental entity, business organization, or individual in
10 violation of this section, the condominium unit owner has a
11 right to an expeditious resolution of a claim that the suit is
12 in violation of this section. A condominium unit owner may
13 petition the court for an order dismissing the action or
14 granting final judgment in favor of that condominium unit
15 owner. The condominium unit owner may file a motion for
16 summary judgment, together with supplemental affidavits,
17 seeking a determination that the governmental entity's,
18 business organization's, or individual's lawsuit has been
19 brought in violation of this section. The governmental entity,
20 business organization, or individual shall thereafter file its
21 response and any supplemental affidavits. As soon as
22 practicable, the court shall set a hearing on the condominium
23 unit owner's motion, which shall be held at the earliest
24 possible time after the filing of the governmental entity's,
25 business organization's or individual's response. The court
26 may award the condominium unit owner sued by the governmental
27 entity, business organization, or individual actual damages
28 arising from the governmental entity's, individual's, or
29 business organization's violation of this section. A court may
30 treble the damages awarded to a prevailing condominium unit
31 owner and shall state the basis for the treble damages award

1 in its judgment. The court shall award the prevailing party
2 reasonable attorney's fees and costs incurred in connection
3 with a claim that an action was filed in violation of this
4 section.

5 (4) Condominium associations may not expend
6 association funds in prosecuting a SLAPP suit against a
7 condominium unit owner.

8 Section 7. Paragraphs (e) and (h) of subsection (4) of
9 section 718.1255, Florida Statutes, are amended to read:

10 718.1255 Alternative dispute resolution; voluntary
11 mediation; mandatory nonbinding arbitration; legislative
12 findings.--

13 (4) MANDATORY NONBINDING ARBITRATION AND MEDIATION OF
14 DISPUTES.--The Division of Florida Land Sales, Condominiums,
15 and Mobile Homes of the Department of Business and
16 Professional Regulation shall employ full-time attorneys to
17 act as arbitrators to conduct the arbitration hearings
18 provided by this chapter. The division may also certify
19 attorneys who are not employed by the division to act as
20 arbitrators to conduct the arbitration hearings provided by
21 this section. No person may be employed by the department as a
22 full-time arbitrator unless he or she is a member in good
23 standing of The Florida Bar. The department shall promulgate
24 rules of procedure to govern such arbitration hearings
25 including mediation incident thereto. The decision of an
26 arbitrator shall be final; however, such a decision shall not
27 be deemed final agency action. Nothing in this provision shall
28 be construed to foreclose parties from proceeding in a trial
29 de novo unless the parties have agreed that the arbitration is
30 binding. If such judicial proceedings are initiated, the final
31

1 decision of the arbitrator shall be admissible in evidence in
2 the trial de novo.

3 (e) Either before or after the filing of the
4 respondents' answer to the petition, any party may request
5 that the arbitrator refer the case to mediation under this
6 section and any rules adopted by the division. Upon receipt
7 of a request for mediation, the division shall promptly refer
8 the case ~~contact the parties to determine if there is~~
9 ~~agreement that mediation would be appropriate. If all parties~~
10 ~~agree, the dispute must be referred to mediation.~~
11 ~~Notwithstanding a lack of an agreement by all parties,~~ The
12 arbitrator may refer a dispute to mediation at any time.

13 (h) Mediation proceedings must generally be conducted
14 in accordance with the Florida Rules of Civil Procedure, and
15 these proceedings are privileged and confidential to the same
16 extent as court-ordered mediation. Persons who are not parties
17 to the dispute are not allowed to attend the mediation
18 conference without the consent of all parties, with the
19 exception of counsel for the parties and corporate
20 representatives designated to appear for a party. If the
21 mediator declares an impasse after a mediation conference has
22 been held, the arbitration proceeding terminates, unless all
23 parties agree in writing to continue the arbitration
24 proceeding, in which case the arbitrator's decision shall be
25 either binding or nonbinding, as agreed upon by the parties;
26 in the arbitration proceeding, the arbitrator shall not
27 consider any evidence relating to the unsuccessful mediation
28 except in a proceeding to impose sanctions for failure to
29 appear at the mediation conference. If the parties do not
30 agree to continue arbitration, the arbitrator shall enter an
31 order of dismissal, and either party may institute a suit in a

1 | court of competent jurisdiction. The parties may seek to
2 | recover any costs and attorneys' fees incurred in connection
3 | with arbitration ~~and mediation~~ proceedings under this section
4 | as part of the costs and fees that may be recovered by the
5 | prevailing party in any subsequent litigation.

6 | Section 8. Section 718.1257, Florida Statutes, is
7 | created to read:

8 | 718.1257 Emotional-support animals.--

9 | (1) Every unit owner or renter of a condominium unit
10 | in this state has the right to own a companion animal and to
11 | have such animal live with him or her in the condominium unit
12 | if the companion animal is deemed helpful to the person's
13 | physical or psychological well-being as attested to by at
14 | least two qualified health care professionals.

15 | (2) Any municipal or county code or ordinance, or any
16 | purported rule, declaration, by-law, or other form of
17 | restriction contrary to the right provided in subsection (1)
18 | contained in any governing document of any condominium
19 | association shall be deemed unconscionable, and thus
20 | unenforceable, invalid, and of no legal effect.

21 | (3) An animal does not require specialized training or
22 | skill in assisting its owner to be classified as a companion
23 | animal under this section. The animal can be a cat, dog,
24 | ferret, bird, gerbil, or any other commonly accepted
25 | domesticated animal. However, if such training can be
26 | documented, a letter from only one qualified health care
27 | professional is required, as per pre-existing federal
28 | disability and fair housing laws.

29 | (4) Qualified health professionals include any
30 | physician or advanced registered nurse practitioner who is
31 | licensed in this state to prescribe medications for emotional

1 or mental conditions, or any mental health worker, mental
2 health counselor, psychologist, or social worker who is
3 licensed in this state to practice counseling therapy. The
4 letter must say that the animal is necessary to ameliorate and
5 help with life functions for a condition covered under the
6 Americans with Disabilities Act. The letter does not have to
7 give details of the nature of the unit owner's or renter's
8 disorder, in order not to invade the patient's privacy per the
9 Health Insurance Portability and Accountability Act. Where the
10 primary residence of the owner or renter is in another state,
11 the qualified health care professional is defined as a
12 qualified health care professional licensed in the owner's or
13 renter's home state.

14 (5) If it becomes necessary for an owner or renter of
15 any condominium unit to enforce this section in court against
16 an association that has threatened, either orally or in
17 writing to limit his or her right to own and reside with a
18 companion animal, the unit owner or renter shall be entitled
19 to recover his or her reasonable costs and attorney's fees if
20 the unit owner or renter is the prevailing party. This
21 attorney's fee provision is not reciprocal.

22 Section 9. Subsection (1) of section 718.302, Florida
23 Statutes, is amended to read:

24 718.302 Agreements entered into by the association.--

25 (1) Any grant or reservation made by a declaration,
26 lease, or other document, and any contract made by an
27 association prior to assumption of control of the association
28 by unit owners other than the developer, that provides for
29 services, products, operation, maintenance, or management of a
30 condominium association or property serving the unit owners of
31 a condominium shall be fair and reasonable, and such grant,

1 reservation, or contract may be canceled by unit owners other
2 than the developer:

3 (a) If the association operates only one condominium
4 and the unit owners other than the developer have assumed
5 control of the association, or if unit owners other than the
6 developer own not less than 75 percent of the voting interests
7 in the condominium, the cancellation shall be by concurrence
8 of the owners of not less than 75 percent of the voting
9 interests other than the voting interests owned by the
10 developer. If a grant, reservation, or contract is so
11 canceled and the unit owners other than the developer have not
12 assumed control of the association, the association shall make
13 a new contract or otherwise provide for maintenance,
14 management, or operation in lieu of the canceled obligation,
15 at the direction of the owners of not less than a majority of
16 the voting interests in the condominium other than the voting
17 interests owned by the developer.

18 (b) If the association operates more than one
19 condominium and the unit owners other than the developer have
20 not assumed control of the association, and if unit owners
21 other than the developer own at least 75 percent of the voting
22 interests in a condominium operated by the association, any
23 grant, reservation, or contract for maintenance, management,
24 or operation of buildings containing the units in that
25 condominium or of improvements used only by unit owners of
26 that condominium may be canceled by concurrence of the owners
27 of at least 75 percent of the voting interests in the
28 condominium other than the voting interests owned by the
29 developer. No grant, reservation, or contract for
30 maintenance, management, or operation of recreational areas or
31 any other property serving more than one condominium, and

1 operated by more than one association, may be canceled except
2 pursuant to paragraph (d).

3 (c) If the association operates more than one
4 condominium and the unit owners other than the developer have
5 assumed control of the association, the cancellation shall be
6 by concurrence of the owners of not less than 75 percent of
7 the total number of voting interests in all condominiums
8 operated by the association other than the voting interests
9 owned by the developer.

10 (d) If the owners of units in a condominium have the
11 right to use property in common with owners of units in other
12 condominiums and those condominiums are operated by more than
13 one association, no grant, reservation, or contract for
14 maintenance, management, or operation of the property serving
15 more than one condominium may be canceled until unit owners
16 other than the developer have assumed control of all of the
17 associations operating the condominiums that are to be served
18 by the recreational area or other property, after which
19 cancellation may be effected by concurrence of the owners of
20 not less than 75 percent of the total number of voting
21 interests in those condominiums other than voting interests
22 owned by the developer.

23 Section 10. Paragraphs (f) and (g) are added to
24 subsection (1) of section 718.3025, Florida Statutes, to read:

25 718.3025 Agreements for operation, maintenance, or
26 management of condominiums; specific requirements.--

27 (1) No written contract between a party contracting to
28 provide maintenance or management services and an association
29 which contract provides for operation, maintenance, or
30 management of a condominium association or property serving
31

1 the unit owners of a condominium shall be valid or enforceable
2 unless the contract:

3 (f) Requires that all obligations under the contract
4 be completed within a 1-year period.

5 (g) Contains a provision expressly prohibiting
6 automatic renewal of the contract.

7 Section 11. Paragraph (a) of subsection (2) of section
8 718.3026, Florida Statutes, is amended to read:

9 718.3026 Contracts for products and services; in
10 writing; bids; exceptions.--Associations with less than 100
11 units may opt out of the provisions of this section if
12 two-thirds of the unit owners vote to do so, which opt-out may
13 be accomplished by a proxy specifically setting forth the
14 exception from this section.

15 (2)(a)1. Notwithstanding the foregoing, contracts with
16 employees of the association, and contracts for attorney,
17 accountant, architect, community association manager,
18 timeshare management firm, engineering, and landscape
19 architect services are not subject to the provisions of this
20 section.

21 2. A contract executed before January 1, 1992, and any
22 renewal thereof, is not subject to the competitive bid
23 requirements of this section. If a contract was awarded under
24 the competitive bid procedures of this section, any renewal of
25 that contract is not subject to such competitive bid
26 requirements if the contract contains a provision that allows
27 the board to cancel the contract on 30 days' notice.

28 Materials, equipment, or services provided to a condominium
29 under a local government franchise agreement by a franchise
30 holder are not subject to the competitive bid requirements of
31 this section. A contract with a manager, if made by a

1 competitive bid, may be made for up to 3 years. A condominium
2 whose declaration or bylaws provides for competitive bidding
3 for services may operate under the provisions of that
4 declaration or bylaws in lieu of this section if those
5 provisions are not less stringent than the requirements of
6 this section.

7 3. A contract by and between a service provider and an
8 association may not be for a term in excess of 3 years and may
9 not contain an automatic renewal clause.

10 4. A contract for construction or repair of the
11 property which exceeds 10 percent of the total annual budget
12 of the association, including reserves, shall occur under the
13 written advisement of an attorney.

14 Section 12. Subsection (3) of section 718.303, Florida
15 Statutes, is amended, and subsection (4) is added to that
16 section, to read:

17 718.303 Obligations of owners; waiver; levy of fine
18 against unit by association.--

19 (3) If the declaration or bylaws so provide, the
20 association may levy reasonable fines against a unit for the
21 failure of the owner of the unit, or its occupant, licensee,
22 or invitee, to comply with any provision of the declaration,
23 the association bylaws, or reasonable rules of the
24 association. No fine will become a lien against a unit. No
25 fine may exceed \$100 per violation. However, a fine may be
26 levied on the basis of each day of a continuing violation,
27 with a single notice and opportunity for hearing, provided
28 that no such fine shall in the aggregate exceed \$1,000. No
29 fine may be levied except after giving reasonable notice and
30 opportunity for a hearing to the unit owner and, if
31 applicable, its licensee or invitee. The hearing must be held

1 before a committee of ~~other~~ unit owners who are not members of
2 the board of administration of the association. If the
3 committee does not agree with the fine, the fine may not be
4 levied. The provisions of this subsection do not apply to
5 unoccupied units.

6 (4) Anyone subject to an action under this section
7 shall be notified of the violation by certified mail, return
8 receipt requested, and, except in the case of imminent danger
9 to person or property, has 30 days in which to respond in
10 writing. If no response is provided and the violation
11 continues or is repeated, the association may proceed under
12 subsections (1) and (2) without further notice except as
13 provided in subsection (3).

14 Section 13. Subsections (1) and (2) of section
15 718.404, Florida Statutes, are amended to read:

16 718.404 Mixed-use condominiums.--When a condominium
17 consists of both residential and commercial units, the
18 following provisions shall apply:

19 (1) The condominium documents shall not provide that
20 the owner of any commercial unit shall have the authority to
21 veto amendments to the declaration, articles of incorporation,
22 bylaws, or rules or regulations of the association. It is
23 intended that this subsection apply retroactively as a
24 remedial measure.

25 (2) Subject to s. 718.301, where the number of
26 residential units in the condominium equals or exceeds 50
27 percent of the total units operated by the association, owners
28 of the residential units shall be entitled to vote for a
29 majority of the seats on the board of administration. It is
30 intended that this subsection apply retroactively as a
31 remedial measure.

1 Section 14. Paragraphs (e) and (j) of subsection (1)
2 of section 718.501, Florida Statutes, are amended, and
3 paragraph (n) is added to that subsection, to read:

4 718.501 Powers and duties of Division of Florida Land
5 Sales, Condominiums, and Mobile Homes.--

6 (1) The Division of Florida Land Sales, Condominiums,
7 and Mobile Homes of the Department of Business and
8 Professional Regulation, referred to as the "division" in this
9 part, in addition to other powers and duties prescribed by
10 chapter 498, has the power to enforce and ensure compliance
11 with the provisions of this chapter and rules promulgated
12 pursuant hereto relating to the development, construction,
13 sale, lease, ownership, operation, and management of
14 residential condominium units. In performing its duties, the
15 division has the following powers and duties:

16 (e) The division shall ~~is authorized to~~ prepare and
17 disseminate a prospectus and other information to assist
18 prospective owners, purchasers, lessees, and developers of
19 residential condominiums in assessing the rights, privileges,
20 and duties pertaining thereto.

21 (j) The division shall provide training programs for
22 condominium association board members and unit owners in
23 conjunction with the recommendations of the ombudsman, at the
24 associations' expense.

25 (n) Upon a finding that any association has committed
26 a violation within the jurisdiction of the division, the
27 division shall require the association to mail and post a
28 notice to all unit owners setting forth the facts and findings
29 relative to any and all violations, as well as a description
30 of the corrective action required.

31

1 Section 15. Subsection (1) of section 718.5011,
2 Florida Statutes, is amended to read:

3 718.5011 Ombudsman; appointment; administration.--

4 (1) There is created an Office of the Condominium
5 Ombudsman, to be located, solely for administrative purposes,
6 within the Division of Florida Land Sales, Condominiums, and
7 Mobile Homes. The ombudsman shall exercise his or her
8 policymaking and other functions delegated by this chapter
9 independently of the Department of Business and Professional
10 Regulation and without approval or control of the department.
11 The department shall render administrative support to the
12 Office of the Condominium Ombudsman in matters pertaining to
13 budget, personnel, office space, equipment, and supplies. The
14 functions of the office shall be funded by the Division of
15 Florida Land Sales, Condominiums, and Mobile Homes Trust Fund.
16 The ombudsman shall be a bureau chief of the division, and the
17 office shall be set within the division in the same manner as
18 any other bureau is staffed and funded.

19 Section 16. Section 718.5012, Florida Statutes, is
20 amended to read:

21 718.5012 Ombudsman; powers and duties.--

22 (1) The ombudsman shall have the powers that are
23 necessary to carry out the duties of his or her office,
24 including the following specific powers:

25 (a)(1) To have access to and use of all files and
26 records of the division.

27 (b)(2) To employ professional and clerical staff as
28 necessary for the efficient operation of the office.

29 (c)(3) To prepare and issue reports and
30 recommendations to the Governor, the department, the division,
31 the Advisory Council on Condominiums, the President of the

1 Senate, and the Speaker of the House of Representatives on any
2 matter or subject within the jurisdiction of the division. The
3 ombudsman shall make recommendations he or she deems
4 appropriate for legislation relative to division procedures,
5 rules, jurisdiction, personnel, and functions.

6 ~~(d)(4)~~ To act as liaison between the division, unit
7 owners, boards of directors, board members, community
8 association managers, and other affected parties. The
9 ombudsman shall ~~develop policies and procedures to~~ assist unit
10 owners, boards of directors, board members, community
11 association managers, and other affected parties to understand
12 their rights and responsibilities as set forth in this chapter
13 and the condominium documents governing their respective
14 association. The ombudsman shall coordinate and assist in the
15 preparation and adoption of educational and reference
16 material, and shall endeavor to coordinate with private or
17 volunteer providers of these services, so that the
18 availability of these resources is made known to the largest
19 possible audience.

20 ~~(e)(5)~~ To monitor and review procedures and disputes
21 concerning condominium elections or meetings, including, but
22 not limited to, recommending that the division pursue
23 enforcement action in any manner where there is reasonable
24 cause to believe that election misconduct has occurred.

25 ~~(f)(6)~~ To make recommendations to the division for
26 changes in rules and procedures for the filing, investigation,
27 and resolution of complaints filed by unit owners,
28 associations, and managers.

29 ~~(g)(7)~~ To provide resources to assist members of
30 boards of directors and officers of associations to carry out
31 their powers and duties consistent with this chapter, division

1 rules, and the condominium documents governing the
2 association.

3 ~~(h)(8)~~ To order, encourage, and facilitate ~~voluntary~~
4 meetings with and between unit owners, boards of directors,
5 board members, community association managers, and other
6 affected parties when the meetings may assist in resolving a
7 dispute within a community association before a person submits
8 a dispute for a formal or administrative remedy. It is the
9 intent of the Legislature that the ombudsman act as a neutral
10 resource for both the rights and responsibilities of unit
11 owners, associations, and board members.

12 ~~(2)(9)~~ Fifteen percent of the total voting interests
13 in a condominium association, or six unit owners, whichever is
14 greater, may petition the ombudsman to appoint an election
15 monitor to attend the annual meeting of the unit owners and
16 conduct the election of directors. The ombudsman shall appoint
17 a division employee, a person or persons specializing in
18 condominium election monitoring, or an attorney licensed to
19 practice in this state as the election monitor. All costs
20 associated with the election monitoring process shall be paid
21 by the association. The division shall adopt a rule
22 establishing procedures for the appointment of election
23 monitors and the scope and extent of the monitor's role in the
24 election process.

25 (3) Any unit owner or association acting in good faith
26 on the advice or opinion of the office of the ombudsman is
27 immune from any penalties or actions.

28 Section 17. Subsection (21) of section 718.504,
29 Florida Statutes, is amended to read:

30 718.504 Prospectus or offering circular.--Every
31 developer of a residential condominium which contains more

1 | than 20 residential units, or which is part of a group of
2 | residential condominiums which will be served by property to
3 | be used in common by unit owners of more than 20 residential
4 | units, shall prepare a prospectus or offering circular and
5 | file it with the Division of Florida Land Sales, Condominiums,
6 | and Mobile Homes prior to entering into an enforceable
7 | contract of purchase and sale of any unit or lease of a unit
8 | for more than 5 years and shall furnish a copy of the
9 | prospectus or offering circular to each buyer. In addition to
10 | the prospectus or offering circular, each buyer shall be
11 | furnished a separate page entitled "Frequently Asked Questions
12 | and Answers," which shall be in accordance with a format
13 | approved by the division and a copy of the financial
14 | information required by s. 718.111. This page shall, in
15 | readable language, inform prospective purchasers regarding
16 | their voting rights and unit use restrictions, including
17 | restrictions on the leasing of a unit; shall indicate whether
18 | and in what amount the unit owners or the association is
19 | obligated to pay rent or land use fees for recreational or
20 | other commonly used facilities; shall contain a statement
21 | identifying that amount of assessment which, pursuant to the
22 | budget, would be levied upon each unit type, exclusive of any
23 | special assessments, and which shall further identify the
24 | basis upon which assessments are levied, whether monthly,
25 | quarterly, or otherwise; shall state and identify any court
26 | cases in which the association is currently a party of record
27 | in which the association may face liability in excess of
28 | \$100,000; and which shall further state whether membership in
29 | a recreational facilities association is mandatory, and if so,
30 | shall identify the fees currently charged per unit type. The
31 | division shall by rule require such other disclosure as in its

1 judgment will assist prospective purchasers. The prospectus or
2 offering circular may include more than one condominium,
3 although not all such units are being offered for sale as of
4 the date of the prospectus or offering circular. The
5 prospectus or offering circular must contain the following
6 information:

7 (21) An estimated operating budget for the condominium
8 and the association, and a schedule of the unit owner's
9 expenses shall be attached as an exhibit and shall contain the
10 following information:

11 (a) The estimated monthly and annual revenues and
12 expenses of the condominium and the association which ~~that~~ are
13 earned by the association or collected from unit owners by
14 assessments.

15 (b) The estimated monthly and annual expenses of each
16 unit owner for a unit, other than common expenses paid by all
17 unit owners, payable by the unit owner to persons or entities
18 other than the association, as well as to the association,
19 including fees assessed pursuant to s. 718.113(1) for
20 maintenance of limited common elements where such costs are
21 shared only by those entitled to use the limited common
22 element, and the total estimated monthly and annual expense.
23 There may be excluded from this estimate expenses which are
24 not provided for or contemplated by the condominium documents,
25 including, but not limited to, the costs of private telephone;
26 maintenance of the interior of condominium units, which is not
27 the obligation of the association; maid or janitorial services
28 privately contracted for by the unit owners; utility bills
29 billed directly to each unit owner for utility services to his
30 or her unit; insurance premiums other than those incurred for
31 policies obtained by the condominium; and similar personal

1 expenses of the unit owner. A unit owner's estimated payments
2 for assessments shall also be stated in the estimated amounts
3 for the times when they will be due.

4 (c) The estimated items of expenses of the condominium
5 and the association, except as excluded under paragraph (b),
6 including, but not limited to, the following items, which
7 shall be stated either as an association expense collectible
8 by assessments or as unit owners' expenses payable to persons
9 other than the association:

10 1. Expenses for the association and condominium:

11 a. Administration of the association.

12 b. Management fees.

13 c. Maintenance.

14 d. Rent for recreational and other commonly used
15 facilities.

16 e. Taxes upon association property.

17 f. Taxes upon leased areas.

18 g. Insurance.

19 h. Security provisions.

20 i. Other expenses.

21 j. Operating capital.

22 k. Reserves.

23 1. Fees payable to the division.

24 2. Expenses for a unit owner:

25 a. Rent for the unit, if subject to a lease.

26 b. Rent payable by the unit owner directly to the
27 lessor or agent under any recreational lease or lease for the
28 use of commonly used facilities, which use and payment is a
29 mandatory condition of ownership and is not included in the
30 common expense or assessments for common maintenance paid by
31 the unit owners to the association.

1 ~~(d) The estimated amounts shall be stated for a period~~
2 ~~of at least 12 months and may distinguish between the period~~
3 ~~prior to the time unit owners other than the developer elect a~~
4 ~~majority of the board of administration and the period after~~
5 ~~that date.~~

6 Section 18. Subsections (6) and (7) of section
7 720.303, Florida Statutes, are amended to read:

8 720.303 Association powers and duties; meetings of
9 board; official records; budgets; financial reporting;
10 association funds; recalls.--

11 (6) BUDGETS.--

12 (a) The association shall prepare an annual budget
13 that sets out the annual operating expenses. The budget must
14 reflect the estimated revenues and expenses for that year and
15 the estimated surplus or deficit as of the end of the current
16 year. The budget must set out separately all fees or charges
17 paid for by the association for recreational amenities,
18 whether owned by the association, the developer, or another
19 person. The association shall provide each member with a copy
20 of the annual budget or a written notice that a copy of the
21 budget is available upon request at no charge to the member.
22 The copy must be provided to the member within the time limits
23 set forth in subsection (5).

24 (b) In addition to annual operating expenses, the
25 budget may include reserve accounts for capital expenditures
26 and deferred maintenance for which the association is
27 responsible to the extent that the governing documents do not
28 limit increases in assessments, including reserves. If the
29 budget of the association includes reserve accounts, such
30 reserves shall be determined, maintained, and waived in the
31 manner provided in this subsection. Once an association

1 provides for reserve accounts in the budget, the association
2 shall thereafter determine, maintain, and waive reserves in
3 compliance with the provisions of this subsection.

4 (c) If the budget of the association does not provide
5 for reserve accounts governed by this subsection and the
6 association is responsible for the repair and maintenance of
7 capital improvements that may result in a special assessment
8 if reserves are not provided, each financial report for the
9 preceding fiscal year required by subsection (7) must contain
10 the following statement in conspicuous type: THE BUDGET OF THE
11 ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR CAPITAL
12 EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN
13 SPECIAL ASSESSMENTS. OWNERS MAY ELECT TO PROVIDE FOR RESERVE
14 ACCOUNTS UNDER THE PROVISIONS OF SECTION 720.303(6), FLORIDA
15 STATUTES, UPON THE APPROVAL OF NOT LESS THAN A MAJORITY OF THE
16 TOTAL VOTING INTERESTS OF THE ASSOCIATION.

17 (d) An association is deemed to have provided for
18 reserve accounts when reserve accounts have been initially
19 established by the developer or when the membership of the
20 association affirmatively elects to provide for reserves. If
21 reserve accounts are not initially provided for by the
22 developer, the membership of the association may elect to do
23 so upon the affirmative approval of not less than a majority
24 of the total voting interests of the association. The approval
25 may be attained by vote of the members at a duly called
26 meeting of the membership or upon a written consent executed
27 by not less than a majority of the total voting interests in
28 the community. The approval action of the membership shall
29 state that reserve accounts shall be provided for in the
30 budget and designate the components for which the reserve
31 accounts are to be established. Upon approval by the

1 membership, the board of directors shall provide for the
2 required reserve accounts for inclusion in the budget in the
3 next fiscal year following the approval and in each year
4 thereafter. Once established as provided in this subsection,
5 the reserve accounts shall be funded or maintained or shall
6 have their funding waived in the manner provided in paragraph
7 (f).

8 (e) The amount to be reserved in any account
9 established shall be computed by means of a formula that is
10 based upon estimated remaining useful life and estimated
11 replacement cost or deferred maintenance expense of each
12 reserve item. The association may adjust replacement reserve
13 assessments annually to take into account any changes in
14 estimates of cost or useful life of a reserve item.

15 (f) Once a reserve account or reserve accounts are
16 established, the membership of the association, upon a
17 majority vote at a meeting at which a quorum is present, may
18 provide for no reserves or less reserves than required by this
19 section. If a meeting of the unit owners is called to
20 determine whether to waive or reduce the funding of reserves
21 and no such result is achieved or a quorum is not present, the
22 reserves as included in the budget shall go into effect. After
23 the turnover, the developer may vote its voting interest to
24 waive or reduce the funding of reserves. Any vote taken under
25 this subsection to waive or reduce reserves shall be
26 applicable only to one budget year.

27 (g) Funding formulas for reserves authorized by this
28 section shall be based on either a separate analysis of each
29 of the required assets or a pooled analysis of two or more of
30 the required assets.

31

1 1. If the association maintains separate reserve
2 accounts for each of the required assets, the amount of the
3 contribution to each reserve account shall be the sum of the
4 following two calculations:

5 a. The total amount necessary, if any, to bring a
6 negative component balance to zero.

7 b. The total estimated deferred maintenance expense or
8 estimated replacement cost of the reserve component less the
9 estimated balance of the reserve component as of the beginning
10 of the period for which the budget will be in effect. The
11 remainder, if greater than zero, shall be divided by the
12 estimated remaining useful life of the component.

13
14 The formula may be adjusted each year for changes in estimates
15 and deferred maintenance performed during the year and may
16 include factors such as inflation and earnings on invested
17 funds.

18 2. If the association maintains a pooled account of
19 two or more of the required reserve assets, the amount of the
20 contribution to the pooled reserve account as disclosed on the
21 proposed budget may not be less than that required to ensure
22 that the balance at the beginning of the period for which the
23 budget will go into effect plus the projected annual cash
24 inflows over the remaining estimated useful life of all of the
25 assets that make up the reserve pool are equal to or greater
26 than the projected annual cash outflows over the remaining
27 estimated useful lives of all of the assets that make up the
28 reserve pool, based on the current reserve analysis. The
29 projected annual cash inflows may include estimated earnings
30 from investment of principal. The reserve funding formula may
31 not include any type of balloon payments.

1 (h) Reserve funds and any interest accruing thereon
2 shall remain in the reserve account or accounts and shall be
3 used only for authorized reserve expenditures unless their use
4 for other purposes is approved in advance by a majority vote
5 at a meeting at which a quorum is present. Prior to turnover
6 of control of an association by a developer to parcel owners,
7 the developer-controlled association may not vote to use
8 reserves for purposes other than those for which they were
9 intended without the approval of a majority of all
10 nondeveloper voting interests voting in person or by limited
11 proxy at a duly called meeting of the association.

12 (7) FINANCIAL REPORTING.--Within 90 days after the end
13 of the fiscal year, or annually on a date provided in the
14 bylaws, the association shall prepare and complete, or
15 contract with a third party for the preparation and completion
16 of, a financial report for the preceding fiscal year. Within
17 21 days after the final financial report is completed by the
18 association or received from the third party, but not later
19 than 120 days after the end of the fiscal year or other date
20 as provided in the bylaws, the association shall ~~prepare an~~
21 ~~annual financial report within 60 days after the close of the~~
22 ~~fiscal year. The association shall, within the time limits set~~
23 forth in subsection (5), provide each member with a copy of
24 the annual financial report or a written notice that a copy of
25 the financial report is available upon request at no charge to
26 the member. Financial reports shall be prepared as follows:

27 (a) An association that meets the criteria of this
28 paragraph shall prepare or cause to be prepared a complete set
29 of financial statements in accordance with generally accepted
30 accounting principles as adopted by the Board of Accountancy.
31

1 The financial statements shall be based upon the association's
2 total annual revenues, as follows:

3 1. An association with total annual revenues of
4 \$100,000 or more, but less than \$200,000, shall prepare
5 compiled financial statements.

6 2. An association with total annual revenues of at
7 least \$200,000, but less than \$400,000, shall prepare reviewed
8 financial statements.

9 3. An association with total annual revenues of
10 \$400,000 or more shall prepare audited financial statements.

11 (b)1. An association with total annual revenues of
12 less than \$100,000 shall prepare a report of cash receipts and
13 expenditures.

14 2. An association in a community of fewer than 50
15 parcels, regardless of the association's annual revenues, may
16 prepare a report of cash receipts and expenditures in lieu of
17 financial statements required by paragraph (a) unless the
18 governing documents provide otherwise.

19 3. A report of cash receipts and disbursement must
20 disclose the amount of receipts by accounts and receipt
21 classifications and the amount of expenses by accounts and
22 expense classifications, including, but not limited to, the
23 following, as applicable: costs for security, professional,
24 and management fees and expenses; taxes; costs for recreation
25 facilities; expenses for refuse collection and utility
26 services; expenses for lawn care; costs for building
27 maintenance and repair; insurance costs; administration and
28 salary expenses; and reserves if maintained by the
29 association.

30 (c) If 20 percent of the parcel owners petition the
31 board for a level of financial reporting higher than that

1 required by this section, the association shall duly notice
2 and hold a meeting of members within 30 days of receipt of the
3 petition for the purpose of voting on raising the level of
4 reporting for that fiscal year. Upon approval of a majority of
5 the total voting interests of the parcel owners, the
6 association shall prepare or cause to be prepared, shall amend
7 the budget or adopt a special assessment to pay for the
8 financial report regardless of any provision to the contrary
9 in the governing documents, and shall provide within 90 days
10 of the meeting or the end of the fiscal year, whichever occurs
11 later:

12 1. Compiled, reviewed, or audited financial
13 statements, if the association is otherwise required to
14 prepare a report of cash receipts and expenditures;

15 2. Reviewed or audited financial statements, if the
16 association is otherwise required to prepare compiled
17 financial statements; or

18 3. Audited financial statements if the association is
19 otherwise required to prepare reviewed financial statements.

20 (d) If approved by a majority of the voting interests
21 present at a properly called meeting of the association, an
22 association may prepare or cause to be prepared:

23 1. A report of cash receipts and expenditures in lieu
24 of a compiled, reviewed, or audited financial statement;

25 2. A report of cash receipts and expenditures or a
26 compiled financial statement in lieu of a reviewed or audited
27 financial statement; or

28 3. A report of cash receipts and expenditures, a
29 compiled financial statement, or a reviewed financial
30 statement in lieu of an audited financial statement.

31

1 Section 19. Section 720.307, Florida Statutes, is
2 amended to read:

3 720.307 Transition of association control in a
4 community.--With respect to homeowners' associations:

5 (1) Members other than the developer are entitled to
6 elect at least a majority of the members of the board of
7 directors of the homeowners' association when the earlier of
8 the following events occurs:

9 (a) Three months after 75 ~~90~~ percent of the parcels in
10 all phases of the community that will ultimately be operated
11 by the homeowners' association have been conveyed to members;
12 or

13 (b) Such other percentage of the parcels has been
14 conveyed to members, or such other date or event has occurred,
15 as is set forth in the governing documents in order to comply
16 with the requirements of any governmentally chartered entity
17 with regard to the mortgage financing of parcels.

18
19 For purposes of this section, the term "members other than the
20 developer" shall not include builders, contractors, or others
21 who purchase a parcel for the purpose of constructing
22 improvements thereon for resale.

23 (2) The developer is entitled to elect at least one
24 member of the board of directors of the homeowners'
25 association as long as the developer holds for sale in the
26 ordinary course of business at least 5 percent of the parcels
27 in all phases of the community. After the developer
28 relinquishes control of the homeowners' association, the
29 developer may exercise the right to vote any developer-owned
30 voting interests in the same manner as any other member,
31 except for purposes of reacquiring control of the homeowners'

1 association or selecting the majority of the members of the
2 board of directors.

3 (3) Prior to turnover, the developer or owner of all
4 common areas shall convey the title to all common areas to the
5 association immediately upon incorporation of the association.
6 If additional common areas are acquired prior to transition of
7 control and subject to the governing documents, title to those
8 common areas shall also be immediately transferred to the
9 association.

10 ~~(4)(3)~~ At the time the members are entitled to elect
11 at least a majority of the board of directors of the
12 homeowners' association, the developer shall, at the
13 developer's expense, within no more than 90 days deliver the
14 following documents to the board:

15 (a) All deeds to common property owned by the
16 association or the developer.

17 (b) The original of the association's declarations of
18 covenants and restrictions.

19 (c) A certified copy of the articles of incorporation
20 of the association.

21 (d) A copy of the bylaws.

22 (e) The minute books, including all minutes.

23 (f) The books and records of the association.

24 (g) Policies, rules, and regulations, if any, which
25 have been adopted.

26 (h) Resignations of directors who are required to
27 resign because the developer is required to relinquish control
28 of the association.

29 (i) The financial records of the association from the
30 date of incorporation through the date of turnover.

31 (j) All association funds and control thereof.

- 1 (k) All tangible property of the association.
- 2 (l) A copy of all contracts which may be in force with
3 the association as one of the parties.
- 4 (m) A list of the names and addresses and telephone
5 numbers of all contractors, subcontractors, or others in the
6 current employ of the association.
- 7 (n) Any and all insurance policies in effect.
- 8 (o) Any permits issued to the association by
9 governmental entities.
- 10 (p) Any and all warranties in effect.
- 11 (q) A roster of current homeowners and their addresses
12 and telephone numbers and section and lot numbers.
- 13 (r) Employment and service contracts in effect.
- 14 (s) All other contracts and agreements in effect to
15 which the association is a party.
- 16 (t) The financial records, including financial
17 statements of the association, and source documents from the
18 incorporation of the association through the date of turnover.
19 The records shall be audited by an independent certified
20 public accountant for the period of the incorporation of the
21 association or for the period covered by the last audit, if an
22 audit has been performed for each fiscal year since
23 incorporation. All financial statements shall be prepared in
24 accordance with generally accepted accounting standards and
25 shall be audited in accordance with generally accepted
26 auditing standards as prescribed by the Board of Accountancy.
27 The accountant performing the review shall examine to the
28 extent necessary supporting documents and records, including
29 the cash disbursements and related paid invoices to determine
30 whether expenditures were for association purposes, and the
31 billings, cash receipts, and related records to determine

1 whether the developer was charged and paid the proper amounts
2 of assessments. This paragraph applies to associations with a
3 date of incorporation after December 31, 2007.

4 ~~(5)(4) This section applies to any mandatory~~
5 ~~homeowner's association existing under this chapter does not~~
6 ~~apply to a homeowners' association in existence on the~~
7 ~~effective date of this act, or to a homeowners' association,~~
8 ~~no matter when created, if such association is created in a~~
9 ~~community that is included in an effective~~
10 ~~development of regional impact development order as of the~~
11 ~~effective date of this act, together with any approved~~
12 ~~modifications thereof.~~

13 Section 20. Subsection (5) is added to section
14 720.3075, Florida Statutes, to read:

15 720.3075 Prohibited clauses in association
16 documents.--

17 (5)(a) An association may not restrict a homeowner
18 from mounting or employing shutters or other hurricane
19 protection on any portion of the home.

20 (b) Except as provided in paragraph (c), an
21 association may not restrict a homeowner from mounting or
22 employing temporary or permanent shutters or other hurricane
23 protection on any portion of the home during any time that a
24 hurricane warning has been declared, during any time when an
25 evacuation order has been given, or for the following period
26 after conclusion of the hurricane watch or evacuation order:

27 1. Seven days; or

28 2. Fourteen days if the hurricane watch concerns a
29 category 4 storm or greater or if the evacuation order lasts
30 more than 3 days.

31

1 (c) If a local government restricts homeowners'
2 mounting or employing temporary or permanent shutters or other
3 hurricane protection, the local government may also authorize
4 associations to adopt and enforce equal or lesser
5 restrictions.

6 (d) Except as provided in paragraph (c) or paragraph
7 (e), an association may not restrict a homeowner from mounting
8 or employing permanent shutters or other hurricane protection
9 on any portion of the home.

10 (e) If the association otherwise properly adopts
11 restrictions governing color or form of shutters or other
12 permanent exterior window coverings, the association may adopt
13 and enforce equal or lesser restrictions that apply to
14 permanent exterior hurricane protections.

15 (f) An association may not restrict the time or
16 duration for shutters or other hurricane protection to be open
17 or closed during any period and may not restrict homeowners
18 from mounting or employing temporary shutters or other
19 hurricane protection on any portion of the home.

20 Section 21. Notwithstanding any provision to the
21 contrary contained in a declaration of condominium,
22 condominium bylaws, or other documents, a condominium
23 developer who rents or leases any unsold units in a
24 condominium must pay all monthly maintenance fees on those
25 units to the association as if the units were owned by
26 individual owners.

27 Section 22. This act shall take effect July 1, 2007.

28
29
30
31

1 STATEMENT OF SUBSTANTIAL CHANGES CONTAINED IN
2 COMMITTEE SUBSTITUTE FOR
3 Senate Bill 2816

4 The Committee Substitute (CS) deletes the amendments to ch.
5 190. F.S.

6 The committee substitute deletes provisions that created a new
7 regulatory division within the Department of Business and
8 Professional Regulation to be named the Division of Mandated
9 Properties, renamed the Florida Division of Land Sales,
10 Condominiums, and Mobile Homes, and created an Advisory
11 Council on Mandated Properties.

12 The committee substitute creates a provision that provides
13 that unit owners or renters of a condominium have the right to
14 own a companion animal if the animal is deemed helpful to the
15 person's physical or psychological well-being as attested by
16 at least two qualified health care professionals.

17 It provides that anyone subject to an action under s.
18 718.3026, F.S., must be notified by certified mail, return
19 receipt requested and has 30 days to respond in writing,
20 except in the case of imminent danger to person or property.

21 It requires that the reporting requirements for condominium
22 association records can not be waived for more than two years.

23 It requires that five members of a condominium association
24 board be unit owners.

25 It deletes the amendment that limited the condominium
26 association to contracting for basic cable TV service when the
27 service is charged as a common expense.

28 It deletes the provision that was created to protect unit
29 owners from abuse.

30 It deletes the amendment that required one fifth of all fees
31 deposited to the division's trust fund be allocated to the
32 Condominium Ombudsman's office.

33 It makes changes to the maintenance requirements of limited
34 common elements, requires the board to restate hurricane
35 shutter specifications at each annual meeting, have the
36 condominium building inspected every five years by a
37 professional engineer or architect and prohibits rules that
38 fail to accommodate reasonable religious practices.

39 It provides for retroactive application prohibiting owners of
40 any commercial unit to have veto authority on amendments to
41 the declaration, articles of incorporation, bylaws, or rules
42 or regulations of the association.

43 It lowers the percentage of sell-out of the association from
44 the developer to the homeowners that triggers turnover from 90
45 percent to 75 percent.

46 It deletes the amendmentss to ss. 720.301, 302, 304, 305,
47 3055, 306, 307.3071, 3081 and 401, F.S.