

1                   A bill to be entitled  
2           An act relating to condominium, cooperative, and  
3           homeowners' associations; amending s. 633.0215, F.S.;  
4           exempting certain residential buildings from a requirement  
5           to install a manual fire alarm system; amending s.  
6           718.111, F.S.; revising provisions relating to the  
7           official records of condominium associations; providing  
8           for disclosure of certain employment agreements with and  
9           compensation paid to association employees; amending s.  
10          718.112, F.S.; revising provisions relating to bylaws;  
11          providing that board of administration meetings discussing  
12          personnel matters are not open to unit owners; revising  
13          requirements for electing the board of directors;  
14          providing a definition; providing for continued office and  
15          for filling vacancies under certain circumstances;  
16          specifying unit owner eligibility for board membership;  
17          requiring that certain educational curriculum be completed  
18          within a specified time before or after the election or  
19          appointment of a board director; providing application;  
20          amending s. 718.113, F.S.; authorizing the board of a  
21          condominium association to install impact glass or other  
22          code-compliant windows under certain circumstances;  
23          amending s. 718.114, F.S.; requiring the vote or written  
24          consent of a majority of the total voting interests before  
25          a condominium association may enter into certain  
26          agreements to acquire leaseholds, memberships, or other  
27          possessory or use interests; amending s. 718.116, F.S.;  
28          revising provisions relating to condominium assessments;

29 requiring any rent payments received by an association  
30 from a tenant to be applied to the unit owner's oldest  
31 delinquent monetary obligation; conforming a cross-  
32 reference; amending s. 718.117, F.S.; providing procedures  
33 and requirements for termination of a condominium property  
34 that has been totally destroyed or demolished; providing  
35 procedures and requirements for partial termination of a  
36 condominium property; requiring that a lien against a  
37 condominium unit being terminated be transferred to the  
38 proceeds of sale for certain portions of that property;  
39 amending s. 718.303, F.S.; revising provisions relating to  
40 imposing remedies against a delinquent unit owner or a  
41 unit owner's tenant, guest, or invitee; providing for the  
42 suspension of certain rights of use; revising provisions  
43 relating to the suspension of a member's voting rights;  
44 requiring that the suspension of certain rights of use and  
45 voting rights be approved at a noticed board meeting;  
46 amending s. 718.703, F.S.; redefining the term "bulk  
47 assignee" and revising the definition of the term "bulk  
48 buyer" for purposes of the Distressed Condominium Relief  
49 Act; amending s. 718.704, F.S.; revising provisions  
50 relating to the assignment and assumption of developer  
51 rights by a bulk assignee; amending s. 718.705, F.S.;  
52 revising provisions relating to the transfer of control of  
53 a condominium board of administration to unit owners;  
54 amending s. 718.706, F.S.; revising provisions relating to  
55 the offering of units by a bulk assignee or bulk buyer;  
56 amending s. 718.707, F.S.; revising the time limitation

57 | for classification as a bulk assignee or bulk buyer;  
58 | amending s. 719.108, F.S.; requiring any rent payments  
59 | received by a cooperative association from a tenant to be  
60 | applied to the unit owner's oldest delinquent monetary  
61 | obligation; amending s. 719.303, F.S.; revising provisions  
62 | relating to imposing remedies against a delinquent unit  
63 | owner or a unit owner's tenant, guest, or invitee;  
64 | providing for the suspension of certain rights of use and  
65 | voting rights; requiring that the suspension of certain  
66 | rights of use and voting rights be approved at a noticed  
67 | board meeting; amending s. 720.301, F.S.; revising the  
68 | definition of the term "declaration of covenants";  
69 | amending s. 720.303, F.S.; revising provisions relating to  
70 | the rights of a member of a homeowners' association to  
71 | speak at meetings of the board; revising provisions  
72 | relating to records that are not accessible to members of  
73 | a homeowners' association; providing for disclosure of  
74 | employment agreements with and compensation paid to  
75 | association employees; amending s. 720.305, F.S.; revising  
76 | provisions relating to imposing remedies against a  
77 | delinquent member of a homeowners' association or any  
78 | member's tenant, guest, or invitee; providing for the  
79 | suspension of certain rights of use; revising provisions  
80 | relating to the suspension of a member's voting rights;  
81 | requiring that the suspension of certain rights of use and  
82 | voting rights be approved at a noticed board meeting;  
83 | amending s. 720.306, F.S.; specifying additional  
84 | requirements for candidates to be a member of the board of

85 a homeowners' association; amending s. 720.3085, F.S.;

86 requiring any rent payments received by an association

87 from a tenant to be applied to the parcel owner's oldest

88 delinquent monetary obligation; amending s. 720.309, F.S.;

89 providing for the allocation of communications services by

90 a homeowners' association; providing for the cancellation

91 of communication contracts; providing that hearing-

92 impaired or legally blind parcel owners and parcel owners

93 receiving certain supplemental security income or food

94 assistance may discontinue the service without incurring

95 certain costs; providing that parcel residents may not be

96 denied access to available franchised, licensed, or

97 certificated cable or video service providers under

98 certain circumstances; providing an effective date.

99

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

101

102 Section 1. Subsection (14) of section 633.0215, Florida

103 Statutes, is amended to read:

104 633.0215 Florida Fire Prevention Code.—

105 (14) A condominium, cooperative, or multifamily

106 residential building that is less than four ~~one or two~~ stories

107 in height and has an exterior corridor providing a means of

108 egress is exempt from installing a manual fire alarm system as

109 required in s. 9.6 of the most recent edition of the Life Safety

110 Code adopted in the Florida Fire Prevention Code. This

111 subsection is intended to clarify existing law.

112 Section 2. Paragraphs (a) and (c) of subsection (12) of

113 section 718.111, Florida Statutes, are amended to read:

114 718.111 The association.—

115 (12) OFFICIAL RECORDS.—

116 (a) From the inception of the association, the association  
 117 shall maintain each of the following items, if applicable, which  
 118 constitutes ~~shall constitute~~ the official records of the  
 119 association:

120 1. A copy of the plans, permits, warranties, and other  
 121 items provided by the developer pursuant to s. 718.301(4).

122 2. A photocopy of the recorded declaration of condominium  
 123 of each condominium operated by the association and ~~of~~ each  
 124 amendment to each declaration.

125 3. A photocopy of the recorded bylaws of the association  
 126 and ~~of~~ each amendment to the bylaws.

127 4. A certified copy of the articles of incorporation of  
 128 the association, or other documents creating the association,  
 129 and ~~of~~ each amendment thereto.

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

131 6. A book or books that ~~which~~ contain the minutes of all  
 132 meetings of the association, ~~of~~ the board of administration, and  
 133 the ~~of~~ unit owners, which minutes must be retained for at least  
 134 7 years.

135 7. A current roster of all unit owners and their mailing  
 136 addresses, unit identifications, voting certifications, and, if  
 137 known, telephone numbers. The association shall also maintain  
 138 the electronic mailing addresses and facsimile ~~the~~ numbers  
 139 ~~designated by unit owners for receiving notice sent by~~  
 140 ~~electronic transmission~~ of those unit owners consenting to

141 receive notice by electronic transmission. The electronic  
 142 mailing addresses and facsimile ~~telephone~~ numbers are not  
 143 accessible to unit owners ~~must be removed from association~~  
 144 ~~records~~ if consent to receive notice by electronic transmission  
 145 is not provided in accordance with subparagraph (c)5 ~~revoeked~~.  
 146 However, the association is not liable for an inadvertent  
 147 ~~erroneous~~ disclosure of the electronic mail address or facsimile  
 148 ~~the~~ number for receiving electronic transmission of notices.

149 8. All current insurance policies of the association and  
 150 condominiums operated by the association.

151 9. A current copy of any management agreement, lease, or  
 152 other contract to which the association is a party or under  
 153 which the association or the unit owners have an obligation or  
 154 responsibility.

155 10. Bills of sale or transfer for all property owned by  
 156 the association.

157 11. Accounting records for the association and separate  
 158 accounting records for each condominium that ~~which~~ the  
 159 association operates. All accounting records must ~~shall~~ be  
 160 maintained for at least 7 years. Any person who knowingly or  
 161 intentionally defaces or destroys such ~~accounting~~ records  
 162 ~~required to be created and maintained by this chapter during the~~  
 163 ~~period for which such records are required to be maintained,~~ or  
 164 who knowingly or intentionally fails to create or maintain such  
 165 records, with the intent of causing harm to the association or  
 166 one or more of its members, is personally subject to a civil  
 167 penalty pursuant to s. 718.501(1)(d). The accounting records  
 168 must include, but are not limited to:

169 a. Accurate, itemized, and detailed records of all  
 170 receipts and expenditures.

171 b. A current account and a monthly, bimonthly, or  
 172 quarterly statement of the account for each unit designating the  
 173 name of the unit owner, the due date and amount of each  
 174 assessment, the amount paid on ~~upon~~ the account, and the balance  
 175 due.

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

178 d. All contracts for work to be performed. Bids for work  
 179 to be performed are also considered official records and must be  
 180 maintained by the association.

181 12. Ballots, sign-in sheets, voting proxies, and all other  
 182 papers relating to voting by unit owners, which must be  
 183 maintained for 1 year from the date of the election, vote, or  
 184 meeting to which the document relates, notwithstanding paragraph  
 185 (b).

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

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

190 15. All other records of the association not specifically  
 191 included in the foregoing which are related to the operation of  
 192 the association.

193 16. A copy of the inspection report as described ~~provided~~  
 194 in s. 718.301(4) (p).

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

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197 representative of such member at all reasonable times. The right  
198 to inspect the records includes the right to make or obtain  
199 copies, at the reasonable expense, if any, of the member. The  
200 association may adopt reasonable rules regarding the frequency,  
201 time, location, notice, and manner of record inspections and  
202 copying. The failure of an association to provide the records  
203 within 10 working days after receipt of a written request  
204 creates a rebuttable presumption that the association willfully  
205 failed to comply with this paragraph. A unit owner who is denied  
206 access to official records is entitled to the actual damages or  
207 minimum damages for the association's willful failure to comply.  
208 Minimum damages are ~~shall be~~ \$50 per calendar day for up to 10  
209 days, beginning ~~the calculation to begin~~ on the 11th working day  
210 after receipt of the written request. The failure to permit  
211 inspection ~~of the association records as provided herein~~  
212 entitles any person prevailing in an enforcement action to  
213 recover reasonable attorney's fees from the person in control of  
214 the records who, directly or indirectly, knowingly denied access  
215 to the records. Any person who knowingly or intentionally  
216 defaces or destroys accounting records that are required by this  
217 chapter to be maintained during the period for which such  
218 records are required to be maintained, or who knowingly or  
219 intentionally fails to create or maintain accounting records  
220 that are required to be created or maintained, with the intent  
221 of causing harm to the association or one or more of its  
222 members, is personally subject to a civil penalty pursuant to s.  
223 718.501(1)(d). The association shall maintain an adequate number  
224 of copies of the declaration, articles of incorporation, bylaws,

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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225 and rules, and all amendments to each of the foregoing, as well  
 226 as the question and answer sheet as described ~~provided for~~ in s.  
 227 718.504 and year-end financial information required under ~~in~~  
 228 this section, on the condominium property to ensure their  
 229 availability to unit owners and prospective purchasers, and may  
 230 charge its actual costs for preparing and furnishing these  
 231 documents to those requesting the documents. Notwithstanding ~~the~~  
 232 ~~provisions of~~ this paragraph, the following records are not  
 233 accessible to unit owners:

234 1. Any record protected by the lawyer-client privilege as  
 235 described in s. 90.502~~7~~ and any record protected by the work-  
 236 product privilege, including a ~~any~~ record prepared by an  
 237 association attorney or prepared at the attorney's express  
 238 direction, ~~7~~ which reflects a mental impression, conclusion,  
 239 litigation strategy, or legal theory of the attorney or the  
 240 association, and which was prepared exclusively for civil or  
 241 criminal litigation or for adversarial administrative  
 242 proceedings, or which was prepared in anticipation of such  
 243 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~  
 244 ~~administrative~~ proceedings until the conclusion of the  
 245 litigation or ~~adversarial administrative~~ proceedings.

246 2. Information obtained by an association in connection  
 247 with the approval of the lease, sale, or other transfer of a  
 248 unit.

249 3. Personnel records of association or management company  
 250 employees, including, but not limited to, disciplinary, payroll,  
 251 health, and insurance records. For purposes of this  
 252 subparagraph, the term "personnel records" does not include

253 written employment agreements with an association employee or  
 254 management company, or budgetary or financial records that  
 255 indicate the compensation paid to an association employee.

256 4. Medical records of unit owners.

257 5. Social security numbers, driver's license numbers,  
 258 credit card numbers, e-mail addresses, telephone numbers,  
 259 facsimile numbers, emergency contact information, ~~any~~ addresses  
 260 of a unit owner other than as provided to fulfill the  
 261 association's notice requirements, and other personal  
 262 identifying information of any person, excluding the person's  
 263 name, unit designation, mailing address, ~~and~~ property address,  
 264 and any address, e-mail address, or facsimile number provided to  
 265 the association to fulfill the association's notice  
 266 requirements. However, an owner may consent in writing to the  
 267 disclosure of protected information described in this  
 268 subparagraph. The association is not liable for the inadvertent  
 269 disclosure of information that is protected under this  
 270 subparagraph if the information is included in an official  
 271 record of the association and is voluntarily provided by an  
 272 owner and not requested by the association.

273 6. ~~Any~~ Electronic security measures ~~measure~~ that are ~~is~~  
 274 used by the association to safeguard data, including passwords.

275 7. The software and operating system used by the  
 276 association which allow the ~~allows~~ manipulation of data, even if  
 277 the owner owns a copy of the same software used by the  
 278 association. The data is part of the official records of the  
 279 association.

280 Section 3. Paragraphs (b), (c), and (d) of subsection (2)

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281 of section 718.112, Florida Statutes, are amended to read:

282 718.112 Bylaws.—

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

286 (b) *Quorum; voting requirements; proxies.*—

287 1. Unless a lower number is provided in the bylaws, the  
 288 percentage of voting interests required to constitute a quorum  
 289 at a meeting of the members is ~~shall be~~ a majority of the voting  
 290 interests. Unless otherwise provided in this chapter or in the  
 291 declaration, articles of incorporation, or bylaws, and except as  
 292 provided in subparagraph (d)4. ~~(d)3.~~, decisions shall be made by  
 293 ~~owners of~~ a majority of the voting interests represented at a  
 294 meeting at which a quorum is present.

295 2. Except as specifically otherwise provided herein, ~~after~~  
 296 ~~January 1, 1992,~~ unit owners may not vote by general proxy, but  
 297 may vote by limited proxies substantially conforming to a  
 298 limited proxy form adopted by the division. A ~~No~~ voting interest  
 299 or consent right allocated to a unit owned by the association  
 300 may not ~~shall~~ be exercised or considered for any purpose,  
 301 whether for a quorum, an election, or otherwise. Limited proxies  
 302 and general proxies may be used to establish a quorum. Limited  
 303 proxies shall be used for votes taken to waive or reduce  
 304 reserves in accordance with subparagraph (f)2.; for votes taken  
 305 to waive the financial reporting requirements of s. 718.111(13);  
 306 for votes taken to amend the declaration pursuant to s. 718.110;  
 307 for votes taken to amend the articles of incorporation or bylaws  
 308 pursuant to this section; and for any other matter for which

309 | this chapter requires or permits a vote of the unit owners.  
 310 | Except as provided in paragraph (d), a ~~after January 1, 1992, no~~  
 311 | proxy, limited or general, may not ~~shall~~ be used in the election  
 312 | of board members. General proxies may be used for other matters  
 313 | for which limited proxies are not required, and may ~~also~~ be used  
 314 | in voting for nonsubstantive changes to items for which a  
 315 | limited proxy is required and given. Notwithstanding ~~the~~  
 316 | ~~provisions of~~ this subparagraph, unit owners may vote in person  
 317 | at unit owner meetings. This subparagraph does not ~~Nothing~~  
 318 | ~~contained herein shall~~ limit the use of general proxies or  
 319 | require the use of limited proxies for any agenda item or  
 320 | election at any meeting of a timeshare condominium association.

321 |         3. Any proxy given is ~~shall be~~ effective only for the  
 322 | specific meeting for which originally given and any lawfully  
 323 | adjourned meetings thereof. A ~~In no event shall any proxy is not~~  
 324 | ~~be valid for a period~~ longer than 90 days after the date of the  
 325 | first meeting for which it was given. Every proxy is revocable  
 326 | at any time at the pleasure of the unit owner executing it.

327 |         4. A member of the board of administration or a committee  
 328 | may submit in writing his or her agreement or disagreement with  
 329 | any action taken at a meeting that the member did not attend.  
 330 | This agreement or disagreement may not be used as a vote for or  
 331 | against the action taken or to create ~~and may not be used for~~  
 332 | ~~the purposes of creating~~ a quorum.

333 |         5. If ~~When~~ any of the board or committee members meet by  
 334 | telephone conference, those board or committee members ~~attending~~  
 335 | ~~by telephone conference~~ may be counted toward obtaining a quorum  
 336 | and may vote by telephone. A telephone speaker must be used so

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337 that the conversation of those ~~board or committee~~ members  
338 ~~attending by telephone~~ may be heard by the board or committee  
339 members attending in person as well as by any unit owners  
340 present at a meeting.

341 (c) *Board of administration meetings.*—Meetings of the  
342 board of administration at which a quorum of the members is  
343 present are ~~shall be~~ open to all unit owners. A ~~Any~~ unit owner  
344 may tape record or videotape the meetings ~~of the board of~~  
345 ~~administration~~. The right to attend such meetings includes the  
346 right to speak at such meetings with reference to all designated  
347 agenda items. The division shall adopt reasonable rules  
348 governing the tape recording and videotaping of the meeting. The  
349 association may adopt written reasonable rules governing the  
350 frequency, duration, and manner of unit owner statements.

351 1. Adequate notice of all board meetings, which must  
352 ~~notice shall~~ specifically identify all ~~incorporate an~~  
353 ~~identification of~~ agenda items, must ~~shall~~ be posted  
354 conspicuously on the condominium property at least 48 continuous  
355 hours before ~~preceding~~ the meeting except in an emergency. If 20  
356 percent of the voting interests petition the board to address an  
357 item of business, the board ~~shall~~ at its next regular board  
358 meeting or at a special meeting of the board, but not later than  
359 60 days after the receipt of the petition, shall place the item  
360 on the agenda. Any item not included on the notice may be taken  
361 up on an emergency basis by at least a majority plus one of the  
362 board members ~~of the board~~. Such emergency action must ~~shall~~ be  
363 noticed and ratified at the next regular board meeting ~~of the~~  
364 ~~board~~. However, written notice of any meeting at which

365 nonemergency special assessments, or at which amendment to rules  
 366 regarding unit use, will be considered must ~~shall~~ be mailed,  
 367 delivered, or electronically transmitted to the unit owners and  
 368 posted conspicuously on the condominium property at least ~~not~~  
 369 ~~less than~~ 14 days before ~~prior to~~ the meeting. Evidence of  
 370 compliance with this 14-day notice requirement must ~~shall~~ be  
 371 made by an affidavit executed by the person providing the notice  
 372 and filed with ~~among~~ the official records of the association.  
 373 Upon notice to the unit owners, the board shall, by duly adopted  
 374 rule, designate a specific location on the condominium ~~property~~  
 375 or association property where ~~upon which~~ all notices of board  
 376 meetings are to ~~shall~~ be posted. If there is no condominium  
 377 property or association property where ~~upon which~~ notices can be  
 378 posted, notices ~~of board meetings~~ shall be mailed, delivered, or  
 379 electronically transmitted at least 14 days before the meeting  
 380 to the owner of each unit. In lieu of or in addition to the  
 381 physical posting of the notice ~~of any meeting of the board of~~  
 382 ~~administration~~ on the condominium property, the association may,  
 383 by reasonable rule, adopt a procedure for conspicuously posting  
 384 and repeatedly broadcasting the notice and the agenda on a  
 385 closed-circuit cable television system serving the condominium  
 386 association. However, if broadcast notice is used in lieu of a  
 387 notice ~~posted~~ physically posted on ~~the~~ condominium property, the  
 388 notice and agenda must be broadcast at least four times every  
 389 broadcast hour of each day that a posted notice is otherwise  
 390 required under this section. If ~~When~~ broadcast notice is  
 391 provided, the notice and agenda must be broadcast in a manner  
 392 and for a sufficient continuous length of time so as to allow an

393 average reader to observe the notice and read and comprehend the  
394 entire content of the notice and the agenda. Notice of any  
395 meeting in which regular or special assessments against unit  
396 owners are to be considered for any reason must ~~shall~~  
397 specifically state that assessments will be considered and  
398 provide the nature, estimated cost, and description of the  
399 purposes for such assessments.

400 2. Meetings of a committee to take final action on behalf  
401 of the board or make recommendations to the board regarding the  
402 association budget are subject to ~~the provisions of this~~  
403 paragraph. Meetings of a committee that does not take final  
404 action on behalf of the board or make recommendations to the  
405 board regarding the association budget are subject to ~~the~~  
406 ~~provisions of~~ this section, unless those meetings are exempted  
407 from this section by the bylaws of the association.

408 3. Notwithstanding any other law, the requirement that  
409 board meetings and committee meetings be open to the unit owners  
410 does not apply ~~is inapplicable~~ to:

411 a. Meetings between the board or a committee and the  
412 association's attorney, with respect to proposed or pending  
413 litigation, if ~~when~~ the meeting is held for the purpose of  
414 seeking or rendering legal advice; or

415 b. Board meetings held for the purpose of discussing  
416 personnel matters.

417 (d) *Unit owner meetings.*—

418 1. An annual meeting of the unit owners shall be held at  
419 the location provided in the association bylaws and, if the  
420 bylaws are silent as to the location, the meeting shall be held

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421 within 45 miles of the condominium property. However, such  
422 distance requirement does not apply to an association governing  
423 a timeshare condominium.

424 2. Unless the bylaws provide otherwise, a vacancy on the  
425 board caused by the expiration of a director's term shall be  
426 filled by electing a new board member, and the election must be  
427 by secret ballot. An election is not required ~~However,~~ if the  
428 number of vacancies equals or exceeds the number of candidates, ~~an election is not required.~~ For purposes of this paragraph, the  
429 term "candidate" means an eligible person who has timely  
430 submitted the written notice, as described in sub-subparagraph  
431 4.a., of his or her intention to become a candidate. Except in a  
432 timeshare condominium, or if the staggered term of a board  
433 member does not expire until a later annual meeting, or if all  
434 members terms would otherwise expire but there are no  
435 candidates, the terms of all board members ~~of the board~~ expire  
436 at the annual meeting, and such ~~board~~ members may stand for  
437 reelection unless prohibited ~~otherwise permitted~~ by the bylaws.  
438 If the bylaws permit staggered terms of no more than 2 years and  
439 upon approval of a majority of the total voting interests, the  
440 association board members may serve 2-year staggered terms. If  
441 the number of board members whose terms expire at the annual  
442 meeting equals or have expired exceeds the number of candidates,  
443 the candidates become members of the board effective upon the  
444 adjournment of the annual meeting. Unless the bylaws provide  
445 otherwise, any remaining vacancies shall be filled by the  
446 affirmative vote of the majority of the directors making up the  
447 newly constituted board even if the directors constitute less  
448



449 than a quorum or there is only one director ~~eligible members~~  
 450 ~~showing interest in or demonstrating an intention to run for the~~  
 451 ~~vacant positions, each board member whose term has expired is~~  
 452 ~~eligible for reappointment to the board of administration and~~  
 453 ~~need not stand for reelection.~~ In a condominium association of  
 454 more than 10 units or in a condominium association that does not  
 455 include timeshare units or timeshare interests, coowners of a  
 456 unit may not serve as members of the board of directors at the  
 457 same time unless they own more than one unit or unless there are  
 458 not enough eligible candidates to fill the vacancies on the  
 459 board at the time of the vacancy. Any unit owner desiring to be  
 460 a candidate for board membership must comply with sub-  
 461 subparagraph 4.a. and must be eligible to serve on the board of  
 462 directors at the time of the deadline for submitting a notice of  
 463 intent to run in order to have his or her name listed as a  
 464 proper candidate on the ballot or to serve on the board ~~3.a.~~ A  
 465 person who has been suspended or removed by the division under  
 466 this chapter, or who is delinquent in the payment of any fee,  
 467 fine, or special or regular assessment as provided in paragraph  
 468 (n), is not eligible for board membership. A person who has been  
 469 convicted of any felony in this state or in a United States  
 470 District or Territorial Court, or who has been convicted of any  
 471 offense in another jurisdiction which ~~that~~ would be considered a  
 472 felony if committed in this state, is not eligible for board  
 473 membership unless such felon's civil rights have been restored  
 474 for at least 5 years as of the date ~~on which~~ such person seeks  
 475 election to the board. The validity of an action by the board is  
 476 not affected if it is later determined that a board member ~~of~~

477 ~~the board~~ is ineligible for board membership due to having been  
478 convicted of a felony.

479 3.2. The bylaws must provide the method of calling  
480 meetings of unit owners, including annual meetings. Written  
481 notice, ~~which~~ must include an agenda, must ~~shall~~ be mailed, hand  
482 delivered, or electronically transmitted to each unit owner at  
483 least 14 days before the annual meeting, and must be posted in a  
484 conspicuous place on the condominium property at least 14  
485 continuous days before ~~preceding~~ the annual meeting. Upon notice  
486 to the unit owners, the board shall, by duly adopted rule,  
487 designate a specific location on the condominium property or  
488 association property where ~~upon which~~ all notices of unit owner  
489 meetings shall be posted. This requirement does not apply  
490 ~~However,~~ if there is no condominium property or association  
491 property for posting ~~upon which notices can be posted, this~~  
492 ~~requirement does not apply.~~ In lieu of, or in addition to, the  
493 physical posting of meeting notices, the association may, by  
494 reasonable rule, adopt a procedure for conspicuously posting and  
495 repeatedly broadcasting the notice and the agenda on a closed-  
496 circuit cable television system serving the condominium  
497 association. However, if broadcast notice is used ~~in lieu of a~~  
498 ~~notice posted physically on the condominium property,~~ the notice  
499 and agenda must be broadcast at least four times every broadcast  
500 hour of each day that a posted notice is otherwise required  
501 under this section. If broadcast notice is provided, the notice  
502 and agenda must be broadcast in a manner and for a sufficient  
503 continuous length of time so as to allow an average reader to  
504 observe the notice and read and comprehend the entire content of

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505 the notice and the agenda. Unless a unit owner waives in writing  
506 the right to receive notice of the annual meeting, such notice  
507 must be hand delivered, mailed, or electronically transmitted to  
508 each unit owner. Notice for meetings and notice for all other  
509 purposes must be mailed to each unit owner at the address last  
510 furnished to the association by the unit owner, or hand  
511 delivered to each unit owner. However, if a unit is owned by  
512 more than one person, the association must ~~shall~~ provide notice,  
513 ~~for meetings and all other purposes,~~ to the ~~that one~~ address  
514 that ~~which~~ the developer initially identifies for that purpose  
515 and thereafter as one or more of the owners of the unit ~~shall~~  
516 advise the association in writing, or if no address is given or  
517 the owners of the unit do not agree, to the address provided on  
518 the deed of record. An officer of the association, or the  
519 manager or other person providing notice of the association  
520 meeting, must ~~shall~~ provide an affidavit or United States Postal  
521 Service certificate of mailing, to be included in the official  
522 records of the association affirming that the notice was mailed  
523 or hand delivered, in accordance with this provision.

524 4.3. The members of the board shall be elected by written  
525 ballot or voting machine. Proxies may not be used in electing  
526 the board in general elections or elections to fill vacancies  
527 caused by recall, resignation, or otherwise, unless otherwise  
528 provided in this chapter.

529 a. At least 60 days before a scheduled election, the  
530 association shall mail, deliver, or electronically transmit,  
531 ~~whether~~ by separate association mailing or included in another  
532 association mailing, delivery, or transmission, including

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533 regularly published newsletters, to each unit owner entitled to  
534 a vote, a first notice of the date of the election. Any unit  
535 owner or other eligible person desiring to be a candidate for  
536 the board must give written notice of his or her intent to be a  
537 candidate to the association at least 40 days before a scheduled  
538 election. Together with the written notice and agenda as set  
539 forth in subparagraph 3. 2., the association shall mail,  
540 deliver, or electronically transmit a second notice of the  
541 election to all unit owners entitled to vote, together with a  
542 ballot that lists all candidates. Upon request of a candidate,  
543 an information sheet, no larger than 8 1/2 inches by 11 inches,  
544 which must be furnished by the candidate at least 35 days before  
545 the election, must be included with the mailing, delivery, or  
546 transmission of the ballot, with the costs of mailing, delivery,  
547 or electronic transmission and copying to be borne by the  
548 association. The association is not liable for the contents of  
549 the information sheets prepared by the candidates. In order to  
550 reduce costs, the association may print or duplicate the  
551 information sheets on both sides of the paper. The division  
552 shall by rule establish voting procedures consistent with this  
553 sub-subparagraph, including rules establishing procedures for  
554 giving notice by electronic transmission and rules providing for  
555 the secrecy of ballots. Elections shall be decided by a  
556 plurality of ~~these~~ ballots cast. There is no quorum requirement;  
557 however, at least 20 percent of the eligible voters must cast a  
558 ballot in order to have a valid election ~~of members of the~~  
559 ~~board~~. A unit owner may not permit any other person to vote his  
560 or her ballot, and any ballots improperly cast are invalid. A7

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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561 ~~provided any~~ unit owner who violates this provision may be fined  
562 by the association in accordance with s. 718.303. A unit owner  
563 who needs assistance in casting the ballot for the reasons  
564 stated in s. 101.051 may obtain such assistance. The regular  
565 election must occur on the date of the annual meeting. ~~This sub-~~  
566 ~~subparagraph does not apply to timeshare condominium~~  
567 ~~associations.~~ Notwithstanding this sub-subparagraph, an election  
568 is not required unless more candidates file notices of intent to  
569 run or are nominated than board vacancies exist.

570       b. Within 90 days after being elected or appointed to the  
571 board, each newly elected or appointed director shall certify in  
572 writing to the secretary of the association that he or she has  
573 read the association's declaration of condominium, articles of  
574 incorporation, bylaws, and current written policies; that he or  
575 she will work to uphold such documents and policies to the best  
576 of his or her ability; and that he or she will faithfully  
577 discharge his or her fiduciary responsibility to the  
578 association's members. In lieu of this written certification,  
579 within 90 days after being elected or appointed to the board,  
580 the newly elected or appointed director may submit a certificate  
581 of having satisfactorily completed ~~satisfactory completion of~~  
582 the educational curriculum administered by a division-approved  
583 condominium education provider within 1 year before or 90 days  
584 after the date of election or appointment. The written  
585 certification or educational certificate is valid and does not  
586 have to be resubmitted as long as the director serves on the  
587 board without interruption. A director who fails to timely file  
588 the written certification or educational certificate is

589 suspended from service on the board until he or she complies  
590 with this sub-subparagraph. The board may temporarily fill the  
591 vacancy during the period of suspension. The secretary shall  
592 cause the association to retain a director's written  
593 certification or educational certificate for inspection by the  
594 members for 5 years after a director's election. Failure to have  
595 such written certification or educational certificate on file  
596 does not affect the validity of any board action. This chapter  
597 does not limit the use of general or limited proxies, require  
598 the use of general or limited proxies, or require the use of a  
599 written ballot or voting machine for any agenda item or election  
600 at any meeting of a timeshare condominium association.

601 5.4. Any approval by unit owners called for by this  
602 chapter or the applicable declaration or bylaws, including, but  
603 not limited to, the approval requirement in s. 718.111(8), must  
604 ~~shall~~ be made at a duly noticed meeting of unit owners and is  
605 subject to all requirements of this chapter or the applicable  
606 condominium documents relating to unit owner decisionmaking,  
607 except that unit owners may take action by written agreement,  
608 without meetings, on matters for which action by written  
609 agreement without meetings is expressly allowed by the  
610 applicable bylaws or declaration or any law ~~statute~~ that  
611 provides for such action.

612 6.5. Unit owners may waive notice of specific meetings if  
613 allowed by the applicable bylaws or declaration or any law  
614 ~~statute~~. If authorized by the bylaws, notice of meetings of the  
615 board of administration, unit owner meetings, except unit owner  
616 meetings called to recall board members under paragraph (j), and

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617 committee meetings may be given by electronic transmission to  
618 unit owners who consent to receive notice by electronic  
619 transmission.

620 ~~7.6.~~ Unit owners ~~shall~~ have the right to participate in  
621 meetings of unit owners with reference to all designated agenda  
622 items. However, the association may adopt reasonable rules  
623 governing the frequency, duration, and manner of unit owner  
624 participation.

625 ~~8.7.~~ A ~~Any~~ unit owner may tape record or videotape a  
626 meeting of the unit owners subject to reasonable rules adopted  
627 by the division.

628 ~~9.8.~~ Unless otherwise provided in the bylaws, any vacancy  
629 occurring on the board before the expiration of a term may be  
630 filled by the affirmative vote of the majority of the remaining  
631 directors, even if the remaining directors constitute less than  
632 a quorum, or by the sole remaining director. In the alternative,  
633 a board may hold an election to fill the vacancy, in which case  
634 the election procedures must conform to ~~the requirements of sub-~~  
635 subparagraph 4.a. ~~3.a.~~ unless the association governs 10 units  
636 or fewer and has opted out of the statutory election process, in  
637 which case the bylaws of the association control. Unless  
638 otherwise provided in the bylaws, a board member appointed or  
639 elected under this section shall fill the vacancy for the  
640 unexpired term of the seat being filled. Filling vacancies  
641 created by recall is governed by paragraph (j) and rules adopted  
642 by the division.

643

644 Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a.

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645 ~~(d)3.a.~~, an association of 10 or fewer units may, by affirmative  
 646 vote of a majority of the total voting interests, provide for  
 647 different voting and election procedures in its bylaws, which  
 648 ~~vote~~ may be by a proxy specifically delineating the different  
 649 voting and election procedures. The different voting and  
 650 election procedures may provide for elections to be conducted by  
 651 limited or general proxy.

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

654 718.113 Maintenance; limitation upon improvement; display  
 655 of flag; hurricane shutters; display of religious decorations.—

656 (5) Each board of administration shall adopt hurricane  
 657 shutter specifications for each building within each condominium  
 658 operated by the association which shall include color, style,  
 659 and other factors deemed relevant by the board. All  
 660 specifications adopted by the board must ~~shall~~ comply with the  
 661 applicable building code.

662 (a) The board may, subject to the provisions of s.  
 663 718.3026, and the approval of a majority of voting interests of  
 664 the condominium, install hurricane shutters, impact glass or  
 665 other code-compliant windows, or hurricane protection that  
 666 complies with or exceeds the applicable building code. However,  
 667 ~~or both, except that~~ a vote of the owners is not required if the  
 668 maintenance, repair, and replacement of hurricane shutters,  
 669 impact glass, or other code-compliant windows ~~or other forms of~~  
 670 ~~hurricane protection~~ are the responsibility of the association  
 671 pursuant to the declaration of condominium. If ~~However,~~ where  
 672 hurricane protection or laminated glass or window film



673 | architecturally designed to function as hurricane protection  
 674 | which complies with or exceeds the current applicable building  
 675 | code has been previously installed, the board may not install  
 676 | hurricane shutters, ~~or other~~ hurricane protection, or impact  
 677 | glass or other code-compliant windows except upon approval by a  
 678 | majority vote of the voting interests.

679 |         (b) The association is ~~shall be~~ responsible for the  
 680 | maintenance, repair, and replacement of the hurricane shutters  
 681 | or other hurricane protection authorized by this subsection if  
 682 | such hurricane shutters or other hurricane protection is the  
 683 | responsibility of the association pursuant to the declaration of  
 684 | condominium. If the hurricane shutters or other hurricane  
 685 | protection authorized by this subsection are the responsibility  
 686 | of the unit owners pursuant to the declaration of condominium,  
 687 | the ~~responsibility for the~~ maintenance, repair, and replacement  
 688 | of such items are ~~shall be~~ the responsibility of the unit owner.

689 |         (c) The board may operate shutters installed pursuant to  
 690 | this subsection without permission of the unit owners only if  
 691 | ~~where~~ such operation is necessary to preserve and protect the  
 692 | condominium property and association property. The installation,  
 693 | replacement, operation, repair, and maintenance of such shutters  
 694 | in accordance with the procedures set forth in this paragraph  
 695 | are ~~herein shall~~ not be ~~deemed~~ a material alteration to the  
 696 | common elements or association property within the meaning of  
 697 | this section.

698 |         (d) Notwithstanding any other provision ~~to the contrary~~ in  
 699 | the condominium documents, if approval is required by the  
 700 | documents, a board may ~~shall~~ not refuse to approve the

701 installation or replacement of hurricane shutters by a unit  
 702 owner conforming to the specifications adopted by the board.

703 Section 5. Section 718.114, Florida Statutes, is amended  
 704 to read:

705 718.114 Association powers.—An association may ~~has the~~  
 706 ~~power to~~ enter into agreements, to acquire leaseholds,  
 707 memberships, and other possessory or use interests in lands or  
 708 facilities such as country clubs, golf courses, marinas, and  
 709 other recreational facilities, ~~It has this power~~ whether or not  
 710 the lands or facilities are contiguous to the lands of the  
 711 condominium, if such lands and facilities ~~they~~ are intended to  
 712 provide enjoyment, recreation, or other use or benefit to the  
 713 unit owners. All of these leaseholds, memberships, and other  
 714 possessory or use interests existing or created at the time of  
 715 recording the declaration must be stated and fully described in  
 716 the declaration. Subsequent to the recording of the declaration,  
 717 agreements acquiring these leaseholds, memberships, or other  
 718 possessory or use interests which are not entered into within 12  
 719 months following the recording of the declaration are ~~shall be~~  
 720 ~~considered~~ a material alteration or substantial addition to the  
 721 real property that is association property, and the association  
 722 may not acquire or enter into such agreements ~~acquiring these~~  
 723 ~~leaseholds, memberships, or other possessory or use interests~~  
 724 except upon a vote of, or written consent by, a majority of the  
 725 total voting interests or as authorized by the declaration as  
 726 provided in s. 718.113. The declaration may provide that the  
 727 rental, membership fees, operations, replacements, and other  
 728 expenses are common expenses and may impose covenants and

729 restrictions concerning their use and may contain other  
 730 provisions not inconsistent with this chapter. A condominium  
 731 association may conduct bingo games as provided in s. 849.0931.

732 Section 6. Subsection (3), paragraph (b) of subsection  
 733 (5), and subsection (11) of section 718.116, Florida Statutes,  
 734 are amended to read:

735 718.116 Assessments; liability; lien and priority;  
 736 interest; collection.—

737 (3) Assessments and installments on assessments which are  
 738 not paid when due bear interest at the rate provided in the  
 739 declaration, from the due date until paid. The ~~This~~ rate may not  
 740 exceed the rate allowed by law, and, if no rate is provided in  
 741 the declaration, interest accrues at the rate of 18 percent per  
 742 year. ~~Also,~~ If provided by the declaration or bylaws, the  
 743 association may, in addition to such interest, charge an  
 744 administrative late fee of up to the greater of \$25 or 5 percent  
 745 of ~~each installment of the assessment for~~ each delinquent  
 746 installment for which the payment is late. Any payment received  
 747 by an association must be applied first to any interest accrued  
 748 by the association, then to any administrative late fee, then to  
 749 any costs and reasonable attorney's fees incurred in collection,  
 750 and then to the delinquent assessment. The foregoing is  
 751 applicable notwithstanding any restrictive endorsement,  
 752 designation, or instruction placed on or accompanying a payment.  
 753 A late fee is not subject to chapter 687 or s. 718.303(4)~~(3)~~.

754 (5)

755 (b) To be valid, a claim of lien must state the  
 756 description of the condominium parcel, the name of the record

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757 owner, the name and address of the association, the amount due,  
 758 and the due dates. It must be executed and acknowledged by an  
 759 officer or authorized agent of the association. The lien is not  
 760 effective ~~longer than~~ 1 year after the claim of lien was  
 761 recorded unless, within that time, an action to enforce the lien  
 762 is commenced. The 1-year period is automatically extended for  
 763 any length of time during which the association is prevented  
 764 from filing a foreclosure action by an automatic stay resulting  
 765 from a bankruptcy petition filed by the parcel owner or any  
 766 other person claiming an interest in the parcel. The claim of  
 767 lien secures all unpaid assessments that are due and that may  
 768 accrue after the claim of lien is recorded and through the entry  
 769 of a final judgment, as well as interest and all reasonable  
 770 costs and attorney's fees incurred by the association incident  
 771 to the collection process. Upon payment in full, the person  
 772 making the payment is entitled to a satisfaction of the lien.

773  
 774 After notice of contest of lien has been recorded, the clerk of  
 775 the circuit court shall mail a copy of the recorded notice to  
 776 the association by certified mail, return receipt requested, at  
 777 the address shown in the claim of lien or most recent amendment  
 778 to it and shall certify to the service on the face of the  
 779 notice. Service is complete upon mailing. After service, the  
 780 association has 90 days in which to file an action to enforce  
 781 the lien; and, if the action is not filed within the 90-day  
 782 period, the lien is void. However, the 90-day period shall be  
 783 extended for any length of time during which ~~that~~ the  
 784 association is prevented from filing its action because of an

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785 automatic stay resulting from the filing of a bankruptcy  
786 petition by the unit owner or by any other person claiming an  
787 interest in the parcel.

788 (11) If the unit is occupied by a tenant and the unit  
789 owner is delinquent in paying any monetary obligation due to the  
790 association, the association may make a written demand that the  
791 tenant pay rent to the association ~~the future monetary~~  
792 ~~obligations related to the condominium unit to the association,~~  
793 and continue to the tenant must make such payments until all  
794 monetary obligations of the unit owner related to the unit have  
795 been paid in full to the association ~~payment. The demand is~~  
796 ~~continuing in nature and, upon demand,~~ The tenant must pay the  
797 monetary obligations to the association until the association  
798 releases the tenant or the tenant discontinues tenancy in the  
799 unit. The association must mail written notice to the unit owner  
800 of the association's demand that the tenant make payments to the  
801 association. The association shall, upon request, provide the  
802 tenant with written receipts for payments made. A tenant ~~who~~  
803 ~~acts in good faith in response to a written demand from an~~  
804 ~~association~~ is immune from any claim by ~~from~~ the unit owner  
805 related to the rent once the association has made written  
806 demand. Any payment received from a tenant must be applied to  
807 the unit owner's oldest delinquent monetary obligation.

808 (a) If the tenant paid ~~prepaid~~ rent to the unit owner for  
809 a given rental period before receiving the demand from the  
810 association and provides written evidence of prepaying ~~paying~~  
811 the rent to the association within 14 days after receiving the  
812 demand, the tenant shall receive credit for the prepaid rent for

813 the applicable period but ~~and~~ must make any subsequent rental  
 814 payments to the association to be credited against the monetary  
 815 obligations of the unit owner ~~to the association.~~

816 (b) The tenant is not liable for increases in the amount  
 817 of the monetary obligations due unless the tenant was notified  
 818 in writing of the increase at least 10 days before the date the  
 819 rent is due. The liability of the tenant may not exceed the  
 820 amount due from the tenant to the tenant's landlord. The  
 821 tenant's landlord shall provide the tenant a credit against  
 822 rents due to the unit owner in the amount of moneys paid to the  
 823 association ~~under this section.~~

824 (c) The association may issue notices under s. 83.56 and  
 825 ~~may~~ sue for eviction under ss. 83.59-83.625 as if the  
 826 association were a landlord under part II of chapter 83 if the  
 827 tenant fails to pay a required payment to the association.  
 828 However, the association is not otherwise considered a landlord  
 829 under chapter 83 and specifically has no obligations ~~duties~~  
 830 under s. 83.51.

831 (d) The tenant does not, by virtue of payment of rent  
 832 ~~monetary obligations~~ to the association, have any of the rights  
 833 of a unit owner to vote in any election or to examine the books  
 834 and records of the association.

835 (e) A court may supersede the effect of this subsection by  
 836 appointing a receiver.

837 Section 7. Subsections (2), (3), (4), and (11), paragraphs  
 838 (a) and (d) of subsection (12), subsection (14), paragraph (a)  
 839 of subsection (17), and subsections (18) and (19) of section  
 840 718.117, Florida Statutes, are amended to read:

841 718.117 Termination of condominium.—

842 (2) TERMINATION BECAUSE OF ECONOMIC WASTE OR  
843 IMPOSSIBILITY.—

844 (a) Notwithstanding any provision in the declaration, the  
845 condominium form of ownership of a property may be terminated by  
846 a plan of termination approved by the lesser of the lowest  
847 percentage of voting interests necessary to amend the  
848 declaration or as otherwise provided in the declaration for  
849 approval of termination if:

850 1. The total estimated cost of construction or repairs  
851 necessary to construct the intended improvements or restore the  
852 improvements to their former condition or bring them into  
853 compliance with applicable laws or regulations exceeds the  
854 combined fair market value of the units in the condominium after  
855 completion of the construction or repairs; or

856 2. It becomes impossible to operate or reconstruct a  
857 condominium to its prior physical configuration because of land  
858 use laws or regulations.

859 (b) Notwithstanding paragraph (a), a condominium in which  
860 75 percent or more of the units are timeshare units may be  
861 terminated only pursuant to a plan of termination approved by 80  
862 percent of the total voting interests of the association and the  
863 holders of 80 percent of the original principal amount of  
864 outstanding recorded mortgage liens of timeshare estates in the  
865 condominium, unless the declaration provides for a lower voting  
866 percentage.

867 (c) Notwithstanding paragraph (a), a condominium that  
868 includes units and timeshare estates where the improvements have

869 been totally destroyed or demolished may be terminated pursuant  
870 to a plan of termination proposed by a unit owner upon the  
871 filing of a petition in court seeking equitable relief. Within  
872 10 days after the filing of a petition as provided in this  
873 paragraph and in lieu of the requirements of paragraph (15) (a),  
874 the petitioner shall record the proposed plan of termination and  
875 mail a copy of the proposed plan and a copy of the petition to:

876 1. If the association has not been dissolved as a matter  
877 of law, each member of the board of directors of the association  
878 identified in the most recent annual report filed with the  
879 Department of State and the registered agent of the association;

880 2. The managing entity as defined in s. 721.05(22);

881 3. Each unit owner and each timeshare estate owner at the  
882 address reflected in the official records of the association,  
883 or, if the association records cannot be obtained by the  
884 petitioner, each unit owner and each timeshare estate owner at  
885 the address listed in the office of the tax collector for tax  
886 notices; and

887 4. Each holder of a recorded mortgage lien affecting a  
888 unit or timeshare estate at the address appearing on the  
889 recorded mortgage or any recorded assignment thereof.

890  
891 The association, if it has not been dissolved as a matter of  
892 law, acting as class representative, or the managing entity as  
893 defined in s. 721.05(22), any unit owner, any timeshare estate  
894 owner, or any holder of a recorded mortgage lien affecting a  
895 unit or timeshare estate may intervene in the proceedings to  
896 contest the proposed plan of termination brought pursuant to



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897 this paragraph. The provisions of subsection (9), to the extent  
898 inconsistent with this paragraph, and subsection (16) are not  
899 applicable to a party contesting a plan of termination under  
900 this paragraph. If no party intervenes to contest the proposed  
901 plan within 45 days after the filing of the petition, the  
902 petitioner may move the court to enter a final judgment to  
903 authorize implementation of the plan of termination. If a party  
904 timely intervenes to contest the proposed plan, the plan may not  
905 be implemented until a final judgment has been entered by the  
906 court finding that the proposed plan of termination is fair and  
907 reasonable and authorizing implementation of the plan.

908 (3) OPTIONAL TERMINATION.—Except as provided in subsection  
909 (2) or unless the declaration provides for a lower percentage,  
910 the condominium form of ownership ~~of the property~~ may be  
911 terminated for all or a portion of the condominium property  
912 pursuant to a plan of termination approved by at least 80  
913 percent of the total voting interests of the condominium if no  
914 ~~not~~ more than 10 percent of the total voting interests of the  
915 condominium have rejected the plan of termination by negative  
916 vote or by providing written objections ~~thereto~~. This subsection  
917 does not apply to condominiums in which 75 percent or more of  
918 the units are timeshare units.

919 (4) EXEMPTION.—A plan of termination is not an amendment  
920 subject to s. 718.110(4). In a partial termination, a plan of  
921 termination is not an amendment subject to s. 718.110(4) if the  
922 ownership share of the common elements of a surviving unit in  
923 the condominium remains in the same proportion to the surviving  
924 units as it was before the partial termination.

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925 (11) PLAN OF TERMINATION; OPTIONAL PROVISIONS; CONDITIONAL  
 926 TERMINATION.—

927 (a) The plan of termination may provide that each unit  
 928 owner retains the exclusive right of possession to the portion  
 929 of the real estate which ~~that~~ formerly constituted the unit if  
 930 ~~in which case~~ the plan specifies ~~must specify~~ the conditions of  
 931 possession. In a partial termination, the plan of termination as  
 932 specified in subsection (10) must also identify the units that  
 933 survive the partial termination and provide that such units  
 934 remain in the condominium form of ownership pursuant to an  
 935 amendment to the declaration of condominium or an amended and  
 936 restated declaration. In a partial termination, title to the  
 937 surviving units and common elements that remain part of the  
 938 condominium property specified in the plan of termination remain  
 939 vested in the ownership shown in the public records and do not  
 940 vest in the termination trustee.

941 (b) In a conditional termination, the plan must specify  
 942 the conditions for termination. A conditional plan does not vest  
 943 title in the termination trustee until the plan and a  
 944 certificate executed by the association with the formalities of  
 945 a deed, confirming that the conditions in the conditional plan  
 946 have been satisfied or waived by the requisite percentage of the  
 947 voting interests, have been recorded. In a partial termination,  
 948 the plan does not vest title to the surviving units or common  
 949 elements that remain part of the condominium property in the  
 950 termination trustee.

951 (12) ALLOCATION OF PROCEEDS OF SALE OF CONDOMINIUM  
 952 PROPERTY.—

953 (a) Unless the declaration expressly provides for the  
 954 allocation of the proceeds of sale of condominium property, the  
 955 plan of termination must first apportion the proceeds between  
 956 the aggregate value of all units and the value of the common  
 957 elements, based on their respective fair market values  
 958 immediately before the termination, as determined by one or more  
 959 independent appraisers selected by the association or  
 960 termination trustee. In a partial termination, the aggregate  
 961 values of the units and common elements that are being  
 962 terminated must be separately determined, and the plan of  
 963 termination must specify the allocation of the proceeds of sale  
 964 for the units and common elements.

965 (d) Liens that encumber a unit shall be transferred to the  
 966 proceeds of sale of the condominium property and the proceeds of  
 967 sale or other distribution of association property, common  
 968 surplus, or other association assets attributable to such unit  
 969 in their same priority. In a partial termination, liens that  
 970 encumber a unit being terminated must be transferred to the  
 971 proceeds of sale of that portion of the condominium property  
 972 being terminated which are attributable to such unit. The  
 973 proceeds of any sale of condominium property pursuant to a plan  
 974 of termination may not be deemed to be common surplus or  
 975 association property.

976 (14) TITLE VESTED IN TERMINATION TRUSTEE.—If termination  
 977 is pursuant to a plan of termination under subsection (2) or  
 978 subsection (3), ~~the unit owners' rights and title to as tenants~~  
 979 ~~in common in undivided interests in the condominium property~~  
 980 being terminated vests ~~vest~~ in the termination trustee when the

981 plan is recorded or at a later date specified in the plan. The  
 982 unit owners thereafter become the beneficiaries of the proceeds  
 983 realized from the plan of termination as set forth in the plan.  
 984 The termination trustee may deal with the condominium property  
 985 being terminated or any interest therein if the plan confers on  
 986 the trustee the authority to protect, conserve, manage, sell, or  
 987 dispose of the condominium property. The trustee, on behalf of  
 988 the unit owners, may contract for the sale of real property  
 989 being terminated, but the contract is not binding on the unit  
 990 owners until the plan is approved pursuant to subsection (2) or  
 991 subsection (3).

992 (17) DISTRIBUTION.—

993 (a) Following termination of the condominium, the  
 994 condominium property, association property, common surplus, and  
 995 other assets of the association shall be held by the termination  
 996 trustee pursuant to the plan of termination, as trustee for unit  
 997 owners and holders of liens on the units, in their order of  
 998 priority unless otherwise set forth in the plan of termination.

999 (18) ASSOCIATION STATUS.—The termination of a condominium  
 1000 does not change the corporate status of the association that  
 1001 operated the condominium property. The association continues to  
 1002 exist to conclude its affairs, prosecute and defend actions by  
 1003 or against it, collect and discharge obligations, dispose of and  
 1004 convey its property, and collect and divide its assets, but not  
 1005 to act except as necessary to conclude its affairs. In a partial  
 1006 termination, the association may continue as the condominium  
 1007 association for the property that remains subject to the  
 1008 declaration of condominium.

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1009           (19) CREATION OF ANOTHER CONDOMINIUM.—The termination or  
 1010 partial termination of a condominium does not bar the filing of  
 1011 a new declaration of condominium ~~or an amended and restated~~  
 1012 ~~declaration of condominium~~ by the termination trustee, or the  
 1013 trustee's successor in interest, for the terminated property or  
 1014 ~~affecting any portion thereof of the same property.~~ The partial  
 1015 termination of a condominium may provide for the simultaneous  
 1016 filing of an amendment to the declaration of condominium or an  
 1017 amended and restated declaration of condominium by the  
 1018 condominium association for any portion of the property not  
 1019 terminated from the condominium form of ownership.

1020           Section 8. Subsections (3), (4), and (5) of section  
 1021 718.303, Florida Statutes, are amended, and subsection (6) is  
 1022 added to that section, to read:

1023           718.303 Obligations of owners and occupants; remedies.—

1024           (3) ~~If a unit owner is delinquent for more than 90 days in~~  
 1025 ~~paying a monetary obligation due to the association, the~~  
 1026 ~~association may suspend the right of a unit owner or a unit's~~  
 1027 ~~occupant, licensee, or invitee to use common elements, common~~  
 1028 ~~facilities, or any other association property until the monetary~~  
 1029 ~~obligation is paid. This subsection does not apply to limited~~  
 1030 ~~common elements intended to be used only by that unit, common~~  
 1031 ~~elements that must be used to access the unit, utility services~~  
 1032 ~~provided to the unit, parking spaces, or elevators. The~~  
 1033 association may ~~also~~ levy reasonable fines for the failure of  
 1034 the owner of the unit, or its occupant, licensee, or invitee, to  
 1035 comply with any provision of the declaration, the association  
 1036 bylaws, or reasonable rules of the association. A fine may ~~does~~

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1037 not become a lien against a unit. ~~A fine may not exceed \$100 per~~  
1038 ~~violation. However,~~ A fine may be levied on the basis of each  
1039 day of a continuing violation, with a single notice and  
1040 opportunity for hearing. However, the fine may not exceed \$100  
1041 per violation, or \$1,000 in the aggregate ~~exceed \$1,000.~~

1042 (a) An association may suspend, for a reasonable period of  
1043 time, the right of a unit owner, or a unit owner's tenant,  
1044 guest, or invitee, to use the common elements, common  
1045 facilities, or any other association property for failure to  
1046 comply with any provision of the declaration, the association  
1047 bylaws, or reasonable rules of the association.

1048 (b) A fine or suspension may not be imposed ~~levied and a~~  
1049 ~~suspension may not be imposed~~ unless the association first  
1050 provides at least 14 days' written notice and an opportunity for  
1051 a hearing to the unit owner and, if applicable, its occupant,  
1052 licensee, or invitee. The hearing must be held before a  
1053 committee of other unit owners who are neither board members nor  
1054 persons residing in a board member's household. If the committee  
1055 does not agree ~~with the fine or suspension,~~ the fine or  
1056 suspension may not be ~~levied or~~ imposed.

1057 (4) If a unit owner is more than 90 days delinquent in  
1058 paying a monetary obligation due to the association, the  
1059 association may suspend the right of the unit owner or the  
1060 unit's occupant, licensee, or invitee to use common elements,  
1061 common facilities, or any other association property until the  
1062 monetary obligation is paid in full. This subsection does not  
1063 apply to limited common elements intended to be used only by  
1064 that unit, common elements needed to access the unit, utility

1065 services provided to the unit, parking spaces, or elevators. The  
 1066 notice and hearing requirements under subsection (3) do not  
 1067 apply to suspensions imposed under this subsection.

1068 ~~(4) The notice and hearing requirements of subsection (3)~~  
 1069 ~~do not apply to the imposition of suspensions or fines against a~~  
 1070 ~~unit owner or a unit's occupant, licensee, or invitee because of~~  
 1071 ~~failing to pay any amounts due the association. If such a fine~~  
 1072 ~~or suspension is imposed, the association must levy the fine or~~  
 1073 ~~impose a reasonable suspension at a properly noticed board~~  
 1074 ~~meeting, and after the imposition of such fine or suspension,~~  
 1075 ~~the association must notify the unit owner and, if applicable,~~  
 1076 ~~the unit's occupant, licensee, or invitee by mail or hand~~  
 1077 ~~delivery.~~

1078 (5) An association may ~~also~~ suspend the voting rights of a  
 1079 member due to nonpayment of any monetary obligation due to the  
 1080 association which is more than 90 days delinquent. The  
 1081 suspension ends upon full payment of all obligations currently  
 1082 due or overdue the association. A voting interest or consent  
 1083 right allocated to a unit which has been suspended by the  
 1084 association may not be exercised or considered for any purpose,  
 1085 including, but not limited to, a quorum, an election, or the  
 1086 votes required to approve an action under this chapter or  
 1087 pursuant to the declaration, articles of incorporation, or  
 1088 bylaws. The notice and hearing requirements under subsection (3)  
 1089 do not apply to a suspension imposed under this subsection.

1090 (6) All suspensions imposed pursuant to subsection (4) or  
 1091 subsection (5) must be approved at a properly noticed board  
 1092 meeting. Upon approval, the association must notify the unit

1093 owner and, if applicable, the unit's occupant, licensee, or  
 1094 invitee by mail or hand delivery.

1095 Section 9. Section 718.703, Florida Statutes, is amended  
 1096 to read:

1097 718.703 Definitions.—As used in this part, the term:

1098 (1) "Bulk assignee" means a person who is not a bulk buyer  
 1099 and who:

1100 (a) Acquires more than seven condominium parcels in a  
 1101 single condominium as set forth in s. 718.707; and

1102 (b) Receives an assignment of any of the developer rights,  
 1103 other than or in addition to those rights described in  
 1104 subsection (2), ~~some or all of the rights of the developer as~~  
 1105 set forth in the declaration of condominium or this chapter: ~~by~~

1106 1. By a written instrument recorded as part of or as an  
 1107 exhibit to the deed; ~~or as~~

1108 2. By a separate instrument recorded in the public records  
 1109 of the county in which the condominium is located; or

1110 3. Pursuant to a final judgment or certificate of title  
 1111 issued in favor of a purchaser at a foreclosure sale.

1112  
 1113 A mortgagee or its assignee may not be deemed a bulk assignee or  
 1114 a developer by reason of the acquisition of condominium units  
 1115 and receipt of an assignment of some or all of a developer  
 1116 rights unless the mortgagee or its assignee exercises any of the  
 1117 developer rights other than those described in subsection (2).

1118 (2) "Bulk buyer" means a person who acquires more than  
 1119 seven condominium parcels in a single condominium as set forth  
 1120 in s. 718.707, but who does not receive an assignment of any



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1121 developer rights, or receives only some or all of the following  
 1122 rights: other than

1123 (a) The right to conduct sales, leasing, and marketing  
 1124 activities within the condominium;

1125 (b) The right to be exempt from the payment of working  
 1126 capital contributions to the condominium association arising out  
 1127 of, or in connection with, the bulk buyer's acquisition of the a  
 1128 ~~bulk number of~~ units; and

1129 (c) The right to be exempt from any rights of first  
 1130 refusal which may be held by the condominium association and  
 1131 would otherwise be applicable to subsequent transfers of title  
 1132 from the bulk buyer to a third party purchaser concerning one or  
 1133 more units.

1134 Section 10. Section 718.704, Florida Statutes, is amended  
 1135 to read:

1136 718.704 Assignment and assumption of developer rights by  
 1137 bulk assignee; bulk buyer.—

1138 (1) A bulk assignee is deemed to have assumed ~~assumes~~ and  
 1139 is liable for all duties and responsibilities of the developer  
 1140 under the declaration and this chapter upon its acquisition of  
 1141 title to units and continuously thereafter, except that it is  
 1142 not liable for:

1143 (a) Warranties of the developer under s. 718.203(1) or s.  
 1144 718.618, except as expressly provided by the bulk assignee in a  
 1145 prospectus or offering circular, or the contract for purchase  
 1146 and sale executed with a purchaser, or for design, construction,  
 1147 development, or repair work performed by or on behalf of the  
 1148 ~~such~~ bulk assignee.†

1149 (b) The obligation to:

1150 1. Fund converter reserves under s. 718.618 for a unit

1151 that was not acquired by the bulk assignee; or

1152 2. Provide implied ~~converter~~ warranties on any portion of

1153 the condominium property except as expressly provided by the

1154 bulk assignee in a prospectus or offering circular, or the

1155 contract for purchase and sale executed with a purchaser, or for

1156 ~~and pertaining to any~~ design, construction, development, or

1157 repair work performed by or on behalf of the bulk assignee.~~†~~

1158 (c) The requirement to provide the association with a

1159 cumulative audit of the association's finances from the date of

1160 formation of the condominium association as required by s.

1161 718.301(4)(c). However, the bulk assignee must provide an audit

1162 for the period during which the bulk assignee elects or appoints

1163 a majority of the members of the board of administration.~~†~~

1164 (d) Any liability arising out of or in connection with

1165 actions taken by the board of administration or the developer-

1166 appointed directors before the bulk assignee elects or appoints

1167 a majority of the members of the board of administration.~~†~~ ~~and~~

1168 (e) Any liability for or arising out of the developer's

1169 failure to fund previous assessments or to resolve budgetary

1170 deficits in relation to a developer's right to guarantee

1171 assessments, except as otherwise provided in subsection (2).

1172

1173 The bulk assignee is ~~also~~ responsible only for delivering

1174 documents and materials in accordance with s. 718.705(3). A bulk

1175 assignee may expressly assume some or all of the developer

1176 obligations ~~of the developer~~ described in paragraphs (a)-(e).

1177           (2) A bulk assignee assigned the developer right ~~receiving~~  
 1178 ~~the assignment of the rights of the developer~~ to guarantee the  
 1179 level of assessments and fund budgetary deficits pursuant to s.  
 1180 718.116 assumes and is liable for all obligations of the  
 1181 developer with respect to such guarantee upon its acquisition of  
 1182 title to the units and continuously thereafter, including any  
 1183 applicable funding of reserves to the extent required by law,  
 1184 for as long as the guarantee remains in effect. A bulk assignee  
 1185 not receiving such assignment, or a bulk buyer, does not assume  
 1186 and is not liable for the obligations of the developer with  
 1187 respect to such guarantee, but is responsible for payment of  
 1188 assessments due on or after acquisition of the units in the same  
 1189 manner as all other owners of condominium parcels or as  
 1190 otherwise provided in s. 718.116.

1191           (3) A bulk buyer is liable for the duties and  
 1192 responsibilities of a ~~the~~ developer under the declaration and  
 1193 this chapter only to the extent that such ~~provided in this part,~~  
 1194 ~~together with any other~~ duties or responsibilities are ~~of the~~  
 1195 ~~developer~~ expressly assumed in writing by the bulk buyer.

1196           (4) An acquirer of condominium parcels is not a bulk  
 1197 assignee or a bulk buyer if the transfer to such acquirer was  
 1198 made:

- 1199           (a) Before the effective date of this part;
- 1200           (b) With the intent to hinder, delay, or defraud any  
 1201 purchaser, unit owner, or the association;i ~~or if the acquirer~~  
 1202 ~~is~~
- 1203           (c) By a person who would be considered an insider under  
 1204 s. 726.102(7).

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1205           (5) An assignment of developer rights to a bulk assignee  
 1206 may be made by a ~~the~~ developer, a previous bulk assignee, a  
 1207 mortgagee or assignee who has acquired title to the units and  
 1208 received an assignment of rights, or a court acting on behalf of  
 1209 the developer or the previous bulk assignee if such developer  
 1210 rights are held by the predecessor in title to the bulk  
 1211 assignee. At any particular time, there may not be ~~no~~ more than  
 1212 one bulk assignee within a condominium; however, ~~but~~ there may  
 1213 be more than one bulk buyer. If more than one acquirer of  
 1214 condominium parcels in the same condominium receives an  
 1215 assignment of developer rights in addition to those rights  
 1216 described in s. 718.703(2) from the same person, the bulk  
 1217 assignee is the acquirer whose instrument of assignment is  
 1218 recorded first in the public records of the county in which the  
 1219 condominium is located, and any subsequent purported bulk  
 1220 assignee may still qualify as a bulk buyer.

1221           Section 11. Subsections (1) and (3) of section 718.705,  
 1222 Florida Statutes, are amended to read:

1223           718.705 Board of administration; transfer of control.—

1224           (1) If, at the time the bulk assignee acquires title to  
 1225 the units and receives an assignment of developer rights, the  
 1226 developer has not relinquished control of the board of  
 1227 administration, for purposes of determining the timing for  
 1228 transfer of control of the board of administration of the  
 1229 association ~~to unit owners other than the developer under s.~~  
 1230 ~~718.301(1)(a) and (b), if a bulk assignee is entitled to elect a~~  
 1231 ~~majority of the members of the board,~~ a condominium parcel  
 1232 acquired by the bulk assignee is not deemed to be conveyed to a

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1233 purchaser, or owned by an owner other than the developer, until  
 1234 the condominium parcel is conveyed to an owner who is not a bulk  
 1235 assignee.

1236 (3) If a bulk assignee relinquishes control of the board  
 1237 of administration as set forth in s. 718.301, the bulk assignee  
 1238 must deliver all of those items required by s. 718.301(4).  
 1239 However, the bulk assignee is not required to deliver items and  
 1240 documents not in the possession of the bulk assignee if some  
 1241 items were or should have been in existence before the bulk  
 1242 assignee's acquisition of the units ~~during the period during~~  
 1243 ~~which the bulk assignee was entitled to elect at least a~~  
 1244 ~~majority of the members of the board of administration.~~ In  
 1245 conjunction with the acquisition of units ~~condominium parcels~~, a  
 1246 bulk assignee shall undertake a good faith effort to obtain the  
 1247 documents and materials that must be provided to the association  
 1248 pursuant to s. 718.301(4). If the bulk assignee is not able to  
 1249 obtain ~~all of~~ such documents and materials, the bulk assignee  
 1250 must certify in writing to the association the names or  
 1251 descriptions of the documents and materials that were not  
 1252 obtainable by the bulk assignee. Delivery of the certificate  
 1253 relieves the bulk assignee of responsibility for delivering the  
 1254 documents and materials referenced in the certificate as  
 1255 otherwise required under ss. 718.112 and 718.301 and this part.  
 1256 The responsibility of the bulk assignee for the audit required  
 1257 by s. 718.301(4) commences as of the date on which the bulk  
 1258 assignee elected or appointed a majority of the members of the  
 1259 board of administration.

1260 Section 12. Section 718.706, Florida Statutes, is amended

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1261 to read:

1262 718.706 Specific provisions pertaining to offering of

1263 units by a bulk assignee or bulk buyer.—

1264 (1) Before offering more than seven ~~any~~ units in a single

1265 condominium for sale or for lease for a term exceeding 5 years,

1266 a bulk assignee or a bulk buyer must file the following

1267 documents with the division and provide such documents to a

1268 prospective purchaser or tenant:

1269 (a) An updated prospectus or offering circular, or a

1270 supplement to the prospectus or offering circular, filed by the

1271 original developer prepared in accordance with s. 718.504, which

1272 must include the form of contract for sale and for lease in

1273 compliance with s. 718.503(2);

1274 (b) An updated Frequently Asked Questions and Answers

1275 sheet;

1276 (c) The executed escrow agreement if required under s.

1277 718.202; and

1278 (d) The financial information required by s. 718.111(13).

1279 However, if a financial information report did ~~does~~ not exist

1280 ~~for the fiscal year~~ before the acquisition of title by the bulk

1281 assignee or bulk buyer, and if ~~or~~ accounting records that ~~cannot~~

1282 ~~be obtained in good faith by the bulk assignee or the bulk buyer~~

1283 ~~which would~~ permit preparation of the required financial

1284 information report for that period cannot be obtained despite

1285 good faith efforts by the bulk assignee or the bulk buyer, the

1286 bulk assignee or bulk buyer is excused from the requirement of

1287 this paragraph. However, the bulk assignee or bulk buyer must

1288 include in the purchase contract the following statement in

1289 conspicuous type:

1290  
 1291 ALL OR A PORTION OF THE FINANCIAL INFORMATION REPORT  
 1292 REQUIRED UNDER S. 718.111(13) FOR THE TIME PERIOD  
 1293 BEFORE THE SELLER'S ACQUISITION OF THE UNIT  
 1294 ~~IMMEDIATELY PRECEDING FISCAL YEAR OF THE ASSOCIATION~~  
 1295 IS NOT AVAILABLE OR CANNOT BE OBTAINED DESPITE THE  
 1296 GOOD FAITH EFFORTS OF ~~CREATED BY THE SELLER DUE TO THE~~  
 1297 ~~INSUFFICIENT ACCOUNTING RECORDS OF THE ASSOCIATION.~~

1298  
 1299 (2) Before offering more than seven ~~any~~ units in a single  
 1300 condominium for sale or for lease for a term exceeding 5 years,  
 1301 a bulk assignee or a bulk buyer must file with the division and  
 1302 provide to a prospective purchaser or tenant under a lease for a  
 1303 term exceeding 5 years a disclosure statement that includes, but  
 1304 is not limited to:

1305 (a) A description of any ~~rights~~ of the developer rights  
 1306 that developer which have been assigned to the bulk assignee or  
 1307 bulk buyer;

1308 (b) The following statement in conspicuous type:

1309  
 1310 THE SELLER IS NOT OBLIGATED FOR ANY WARRANTIES OF THE  
 1311 DEVELOPER UNDER S. 718.203(1) OR S. 718.618, AS  
 1312 APPLICABLE, EXCEPT FOR DESIGN, CONSTRUCTION,  
 1313 DEVELOPMENT, OR REPAIR WORK PERFORMED BY OR ON BEHALF  
 1314 OF THE SELLER; and

1315  
 1316 (c) If the condominium is a conversion subject to part VI,

1317 the following statement in conspicuous type:

1318  
 1319 THE SELLER HAS NO OBLIGATION TO FUND CONVERTER  
 1320 RESERVES OR TO PROVIDE CONVERTER WARRANTIES UNDER S.  
 1321 718.618 ON ANY PORTION OF THE CONDOMINIUM PROPERTY  
 1322 EXCEPT AS ~~MAY BE~~ EXPRESSLY REQUIRED OF THE SELLER IN  
 1323 THE CONTRACT FOR PURCHASE AND SALE EXECUTED BY THE  
 1324 SELLER AND THE PREVIOUS DEVELOPER AND PERTAINING TO  
 1325 ANY DESIGN, CONSTRUCTION, DEVELOPMENT, OR REPAIR WORK  
 1326 PERFORMED BY OR ON BEHALF OF THE SELLER.

1327  
 1328 (3) A bulk assignee, while ~~it is~~ in control of the board  
 1329 of administration of the association, may not authorize, on  
 1330 behalf of the association:

1331 (a) The waiver of reserves or the reduction of funding of  
 1332 the reserves pursuant to s. 718.112(2)(f)2., unless approved by  
 1333 a majority of the voting interests not controlled by the  
 1334 developer, bulk assignee, and bulk buyer; or

1335 (b) The use of reserve expenditures for other purposes  
 1336 pursuant to s. 718.112(2)(f)3., unless approved by a majority of  
 1337 the voting interests not controlled by the developer, bulk  
 1338 assignee, and bulk buyer.

1339 (4) A bulk assignee or a bulk buyer must comply with ~~all~~  
 1340 ~~the requirements of~~ s. 718.302 regarding any contracts entered  
 1341 into by the association during the period the bulk assignee or  
 1342 bulk buyer maintains control of the board of administration.  
 1343 Unit owners shall be provided ~~afforded~~ all of the rights and ~~the~~  
 1344 protections contained in s. 718.302 regarding agreements entered



1345 into by the association which are under the control of ~~before~~  
 1346 ~~unit owners other than~~ the developer, bulk assignee, or bulk  
 1347 buyer ~~elected a majority of the board of administration.~~

1348 (5) Notwithstanding any other provision of this part, a  
 1349 bulk assignee or a bulk buyer is not required to comply with the  
 1350 filing or disclosure requirements of subsections (1) and (2) if  
 1351 all of the units owned by the bulk assignee or bulk buyer are  
 1352 offered and conveyed to a single purchaser in a single  
 1353 transaction. ~~A bulk buyer must comply with the requirements~~  
 1354 ~~contained in the declaration regarding any transfer of a unit,~~  
 1355 ~~including sales, leases, and subleases. A bulk buyer is not~~  
 1356 ~~entitled to any exemptions afforded a developer or successor~~  
 1357 ~~developer under this chapter regarding the transfer of a unit,~~  
 1358 ~~including sales, leases, or subleases.~~

1359 Section 13. Section 718.707, Florida Statutes, is amended  
 1360 to read:

1361 718.707 Time limitation for classification as bulk  
 1362 assignee or bulk buyer.—A person acquiring condominium parcels  
 1363 may not be classified as a bulk assignee or bulk buyer unless  
 1364 the condominium parcels were acquired on or after July 1, 2010,  
 1365 but before July 1, 2012. The date of such acquisition shall be  
 1366 determined by the date of recording ~~of~~ a deed or other  
 1367 instrument of conveyance for such parcels in the public records  
 1368 of the county in which the condominium is located, or by the  
 1369 date of issuing ~~issuance of~~ a certificate of title in a  
 1370 foreclosure proceeding with respect to such condominium parcels.

1371 Section 14. Subsections (3), (4), and (10) of section  
 1372 719.108, Florida Statutes, are amended to read:

1373           719.108 Rents and assessments; liability; lien and  
 1374 priority; interest; collection; cooperative ownership.—  
 1375           (3) Rents and assessments, and installments on them, not  
 1376 paid when due bear interest at the rate provided in the  
 1377 cooperative documents from the date due until paid. This rate  
 1378 may not exceed the rate allowed by law~~7~~ and, if a rate is not  
 1379 provided in the cooperative documents, ~~interest~~ accrues at 18  
 1380 percent per annum. If the cooperative documents or bylaws so  
 1381 provide, the association may charge an administrative late fee  
 1382 in addition to such interest, ~~in an amount~~ not to exceed the  
 1383 greater of \$25 or 5 percent of each installment of the  
 1384 assessment for each delinquent installment that the payment is  
 1385 late. Any payment received by an association must be applied  
 1386 first to any interest accrued by the association, then to any  
 1387 administrative late fee, then to any costs and reasonable  
 1388 attorney's fees incurred in collection, and then to the  
 1389 delinquent assessment. The foregoing applies notwithstanding any  
 1390 restrictive endorsement, designation, or instruction placed on  
 1391 or accompanying a payment. A late fee is not subject to chapter  
 1392 687 or s. 719.303(4)~~(3)~~.

1393           (4) The association has a lien on each cooperative parcel  
 1394 for any unpaid rents and assessments, plus interest, and any  
 1395 authorized administrative late fees, ~~and any reasonable costs~~  
 1396 ~~for collection services for which the association has contracted~~  
 1397 ~~against the unit owner of the cooperative parcel~~. If authorized  
 1398 by the cooperative documents, the lien also secures reasonable  
 1399 attorney's fees incurred by the association incident to the  
 1400 collection of the rents and assessments or enforcement of such

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1401 | lien. The lien is effective from and after recording a claim of  
1402 | lien in the public records in the county in which the  
1403 | cooperative parcel is located which states the description of  
1404 | the cooperative parcel, the name of the unit owner, the amount  
1405 | due, and the due dates. The lien expires if a claim of lien is  
1406 | not filed within 1 year after the date the assessment was due,  
1407 | and the lien does not continue for longer than 1 year after the  
1408 | claim of lien has been recorded unless, within that time, an  
1409 | action to enforce the lien is commenced. Except as otherwise  
1410 | provided in this chapter, a lien may not be filed by the  
1411 | association against a cooperative parcel until 30 days after the  
1412 | date on which a notice of intent to file a lien has been  
1413 | delivered to the owner.

1414 |         (a) The notice must be sent to the unit owner at the  
1415 | address of the unit by first-class United States mail and:

1416 |             1. If the most recent address of the unit owner on the  
1417 | records of the association is the address of the unit, the  
1418 | notice must be sent by registered or certified mail, return  
1419 | receipt requested, to the unit owner at the address of the unit.

1420 |             2. If the most recent address of the unit owner on the  
1421 | records of the association is in the United States, but is not  
1422 | the address of the unit, the notice must be sent by registered  
1423 | or certified mail, return receipt requested, to the unit owner  
1424 | at his or her most recent address.

1425 |             3. If the most recent address of the unit owner on the  
1426 | records of the association is not in the United States, the  
1427 | notice must be sent by first-class United States mail to the  
1428 | unit owner at his or her most recent address.

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1429 (b) A notice that is sent pursuant to this subsection is  
1430 deemed delivered upon mailing.

1431 (10) If the unit is occupied by a tenant and the unit  
1432 owner is delinquent in paying any monetary obligation due to the  
1433 association, the association may make a written demand that the  
1434 tenant pay rent to the association ~~the future monetary~~  
1435 ~~obligations related to the cooperative share to the association~~  
1436 and continue to the tenant must make such payments until all  
1437 monetary obligations of the unit owner related to the unit have  
1438 been paid in full to the association ~~payment. The demand is~~  
1439 ~~continuing in nature, and upon demand,~~ The tenant must pay the  
1440 monetary obligations to the association until the association  
1441 releases the tenant or the tenant discontinues tenancy in the  
1442 unit. The association must mail written notice to the unit owner  
1443 of the association's demand that the tenant make payments to the  
1444 association. The association shall, upon request, provide the  
1445 tenant with written receipts for payments made. A tenant ~~who~~  
1446 ~~acts in good faith in response to a written demand from an~~  
1447 ~~association~~ is immune from any claim by ~~from~~ the unit owner  
1448 related to the rent once the association has made written  
1449 demand. Any payment received from a tenant by the association  
1450 must be applied to the unit owner's oldest delinquent monetary  
1451 obligation.

1452 (a) If the tenant paid ~~prepaid~~ rent to the unit owner for  
1453 a given rental period before receiving the demand from the  
1454 association and provides written evidence of prepaying ~~paying~~  
1455 the rent to the association within 14 days after receiving the  
1456 demand, the tenant shall receive credit for the prepaid rent for

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1457 the applicable period but ~~and~~ must make any subsequent rental  
 1458 payments to the association to be credited against the monetary  
 1459 obligations of the unit owner ~~to the association.~~

1460 (b) The tenant is not liable for increases in the amount  
 1461 of the regular monetary obligations due unless the tenant was  
 1462 notified in writing of the increase at least 10 days before the  
 1463 date on which the rent is due. The liability of the tenant may  
 1464 not exceed the amount due from the tenant to the tenant's  
 1465 landlord. The tenant's landlord shall provide the tenant a  
 1466 credit against rents due to the unit owner in the amount of  
 1467 moneys paid to the association ~~under this section.~~

1468 (c) The association may issue notices under s. 83.56 and  
 1469 may sue for eviction under ss. 83.59-83.625 as if the  
 1470 association were a landlord under part II of chapter 83 if the  
 1471 tenant fails to pay a required payment. However, the association  
 1472 is not otherwise considered a landlord under chapter 83 and  
 1473 specifically has no obligations ~~duties~~ under s. 83.51.

1474 (d) The tenant does not, by virtue of payment of monetary  
 1475 obligations, have any of the rights of a unit owner to vote in  
 1476 any election or to examine the books and records of the  
 1477 association.

1478 (e) A court may supersede the effect of this subsection by  
 1479 appointing a receiver.

1480 Section 15. Subsection (3) of section 719.303, Florida  
 1481 Statutes, is amended, and subsections (4), (5), and (6) are  
 1482 added to that section, to read:

1483 719.303 Obligations of owners.—

1484 (3) ~~If the cooperative documents so provide,~~ The

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1485 association may levy reasonable fines ~~against a unit owner~~ for  
 1486 failure of the unit owner or the unit's occupant, his or her  
 1487 licensee, or invitee ~~or the unit's occupant~~ to comply with any  
 1488 provision of the cooperative documents or reasonable rules of  
 1489 the association. A fine may not ~~No fine shall~~ become a lien  
 1490 against a unit. ~~No fine shall exceed \$100 per violation.~~  
 1491 ~~However,~~ A fine may be levied on the basis of each day of a  
 1492 continuing violation, with a single notice and opportunity for  
 1493 hearing. However, the fine may not exceed \$100 per violation, or  
 1494 \$1,000 ~~provided that no such fine shall in the aggregate exceed~~  
 1495 ~~\$1,000.~~

1496 (a) An association may suspend, for a reasonable period of  
 1497 time, the right of a unit owner, or a unit owner's tenant,  
 1498 guest, or invitee, to use the common elements, common  
 1499 facilities, or any other association property for failure to  
 1500 comply with any provision of the cooperative documents or  
 1501 reasonable rules of the association.

1502 (b) A ~~No~~ fine or suspension may not be imposed ~~levied~~  
 1503 except after giving reasonable notice and opportunity for a  
 1504 hearing to the unit owner and, if applicable, the unit's ~~his or~~  
 1505 ~~her~~ licensee or invitee. The hearing must ~~shall~~ be held before a  
 1506 committee of other unit owners. If the committee does not agree  
 1507 with the fine or suspension, it may ~~shall~~ not be imposed ~~levied~~.  
 1508 ~~This subsection does not apply to unoccupied units.~~

1509 (4) If a unit owner is more than 90 days delinquent in  
 1510 paying a monetary obligation due to the association, the  
 1511 association may suspend the right of the unit owner or the  
 1512 unit's occupant, licensee, or invitee to use common elements,

1513 common facilities, or any other association property until the  
 1514 monetary obligation is paid in full. This subsection does not  
 1515 apply to limited common elements intended to be used only by  
 1516 that unit, common elements needed to access the unit, utility  
 1517 services provided to the unit, parking spaces, or elevators. The  
 1518 notice and hearing requirements under subsection (3) do not  
 1519 apply to suspensions imposed under this subsection.

1520 (5) An association may suspend the voting rights of a  
 1521 member due to nonpayment of any monetary obligation due to the  
 1522 association which is more than 90 days delinquent. The  
 1523 suspension ends upon full payment of all obligations currently  
 1524 due or overdue the association. A voting interest or consent  
 1525 right allocated to a unit which has been suspended by the  
 1526 association may not be exercised or considered for any purpose,  
 1527 including, but not limited to, a quorum, an election, or the  
 1528 votes required to approve an action under this chapter or  
 1529 pursuant to the cooperative documents. The notice and hearing  
 1530 requirements under subsection (3) do not apply to a suspension  
 1531 imposed under this subsection.

1532 (6) All suspensions imposed pursuant to subsection (4) or  
 1533 subsection (5) must be approved at a properly noticed board  
 1534 meeting. Upon approval, the association must notify the unit  
 1535 owner and, if applicable, the unit's occupant, licensee, or  
 1536 invitee by mail or hand delivery.

1537 Section 16. Subsection (4) of section 720.301, Florida  
 1538 Statutes, is amended to read:

1539 720.301 Definitions.—As used in this chapter, the term:

1540 (4) "Declaration of covenants," or "declaration," means a

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1541 recorded written instrument or instruments in the nature of  
 1542 covenants running with the land which subject ~~subjects~~ the land  
 1543 comprising the community to the jurisdiction and control of an  
 1544 association or associations in which the owners of the parcels,  
 1545 or their association representatives, must be members.

1546 Section 17. Paragraph (b) of subsection (2) and paragraph  
 1547 (c) of subsection (5) of section 720.303, Florida Statutes, are  
 1548 amended to read:

1549 720.303 Association powers and duties; meetings of board;  
 1550 official records; budgets; financial reporting; association  
 1551 funds; recalls.—

1552 (2) BOARD MEETINGS.—

1553 (b) Members have the right to attend all meetings of the  
 1554 board ~~and to speak on any matter placed on the agenda by~~  
 1555 ~~petition of the voting interests for at least 3 minutes. The~~  
 1556 right to attend such meetings includes the right to speak at  
 1557 such meetings with reference to all designated items. The  
 1558 association may adopt written reasonable rules expanding the  
 1559 right of members to speak and governing the frequency, duration,  
 1560 and other manner of member statements, which rules must be  
 1561 consistent with this paragraph and may include a sign-up sheet  
 1562 for members wishing to speak. Notwithstanding any other law,  
 1563 meetings between the board or a committee and the association's  
 1564 attorney to discuss proposed or pending litigation or meetings  
 1565 of the board held for the purpose of discussing personnel  
 1566 matters are not required to be open to the members other than  
 1567 directors.

1568 (5) INSPECTION AND COPYING OF RECORDS.—The official



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1569 records shall be maintained within the state and must be open to  
1570 inspection and available for photocopying by members or their  
1571 authorized agents at reasonable times and places within 10  
1572 business days after receipt of a written request for access.  
1573 This subsection may be complied with by having a copy of the  
1574 official records available for inspection or copying in the  
1575 community. If the association has a photocopy machine available  
1576 where the records are maintained, it must provide parcel owners  
1577 with copies on request during the inspection if the entire  
1578 request is limited to no more than 25 pages.

1579 (c) The association may adopt reasonable written rules  
1580 governing the frequency, time, location, notice, records to be  
1581 inspected, and manner of inspections, but may not require a  
1582 parcel owner to demonstrate any proper purpose for the  
1583 inspection, state any reason for the inspection, or limit a  
1584 parcel owner's right to inspect records to less than one 8-hour  
1585 business day per month. The association may impose fees to cover  
1586 the costs of providing copies of the official records,  
1587 including, without limitation, the costs of copying. The  
1588 association may charge up to 50 cents per page for copies made  
1589 on the association's photocopier. If the association does not  
1590 have a photocopy machine available where the records are kept,  
1591 or if the records requested to be copied exceed 25 pages in  
1592 length, the association may have copies made by an outside  
1593 vendor or association management company personnel and may  
1594 charge the actual cost of copying, including any reasonable  
1595 costs involving personnel fees and charges at an hourly rate for  
1596 vendor or employee time to cover administrative costs to the

1597 vendor or association. The association shall maintain an  
1598 adequate number of copies of the recorded governing documents,  
1599 to ensure their availability to members and prospective members.  
1600 Notwithstanding this paragraph, the following records are not  
1601 accessible to members or parcel owners:

1602 1. Any record protected by the lawyer-client privilege as  
1603 described in s. 90.502 and any record protected by the work-  
1604 product privilege, including, but not limited to, a ~~any~~ record  
1605 prepared by an association attorney or prepared at the  
1606 attorney's express direction which reflects a mental impression,  
1607 conclusion, litigation strategy, or legal theory of the attorney  
1608 or the association and which was prepared exclusively for civil  
1609 or criminal litigation or for adversarial administrative  
1610 proceedings or which was prepared in anticipation of such  
1611 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~  
1612 ~~administrative~~ proceedings until the conclusion of the  
1613 litigation or ~~administrative~~ proceedings.

1614 2. Information obtained by an association in connection  
1615 with the approval of the lease, sale, or other transfer of a  
1616 parcel.

1617 3. Personnel records of the association's employees,  
1618 including, but not limited to, disciplinary, payroll, health,  
1619 and insurance records. For purposes of this subparagraph, the  
1620 term "personnel records" does not include written employment  
1621 agreements with an association employee or budgetary or  
1622 financial records that indicate the compensation paid to an  
1623 association employee.

1624 4. Medical records of parcel owners or community

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1625 residents.

1626       5. Social security numbers, driver's license numbers,  
1627 credit card numbers, electronic mailing addresses, telephone  
1628 numbers, facsimile numbers, emergency contact information, any  
1629 addresses for a parcel owner other than as provided for  
1630 association notice requirements, and other personal identifying  
1631 information of any person, excluding the person's name, parcel  
1632 designation, mailing address, and property address. However, an  
1633 owner may consent in writing to the disclosure of protected  
1634 information described in this subparagraph. The association is  
1635 not liable for the disclosure of information that is protected  
1636 under this subparagraph if the information is included in an  
1637 official record of the association and is voluntarily provided  
1638 by an owner and not requested by the association.

1639       6. Any electronic security measure that is used by the  
1640 association to safeguard data, including passwords.

1641       7. The software and operating system used by the  
1642 association which allows the manipulation of data, even if the  
1643 owner owns a copy of the same software used by the association.  
1644 The data is part of the official records of the association.

1645       Section 18. Section 720.305, Florida Statutes, is amended  
1646 to read:

1647       720.305 Obligations of members; remedies at law or in  
1648 equity; levy of fines and suspension of use rights.—

1649       (1) Each member and the member's tenants, guests, and  
1650 invitees, and each association, are governed by, and must comply  
1651 with, this chapter, the governing documents of the community,  
1652 and the rules of the association. Actions at law or in equity,

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1653 or both, to redress alleged failure or refusal to comply with  
 1654 these provisions may be brought by the association or by any  
 1655 member against:

1656 (a) The association;

1657 (b) A member;

1658 (c) Any director or officer of an association who  
 1659 willfully and knowingly fails to comply with these provisions;  
 1660 and

1661 (d) Any tenants, guests, or invitees occupying a parcel or  
 1662 using the common areas.

1663

1664 The prevailing party in any such litigation is entitled to  
 1665 recover reasonable attorney's fees and costs. A member  
 1666 prevailing in an action between the association and the member  
 1667 under this section, in addition to recovering his or her  
 1668 reasonable attorney's fees, may recover additional amounts as  
 1669 determined by the court to be necessary to reimburse the member  
 1670 for his or her share of assessments levied by the association to  
 1671 fund its expenses of the litigation. This relief does not  
 1672 exclude other remedies provided by law. This section does not  
 1673 deprive any person of any other available right or remedy.

1674 (2) The association ~~If a member is delinquent for more~~  
 1675 ~~than 90 days in paying a monetary obligation due the~~  
 1676 ~~association, an association may suspend, until such monetary~~  
 1677 ~~obligation is paid, the rights of a member or a member's~~  
 1678 ~~tenants, guests, or invitees, or both, to use common areas and~~  
 1679 ~~facilities and may levy reasonable fines of up to \$100 per~~  
 1680 ~~violation,~~ against any member or any member's tenant, guest, or

1681 invitee for the failure of the owner of the parcel or its  
 1682 occupant, licensee, or invitee to comply with any provision of  
 1683 the declaration, the association bylaws, or reasonable rules of  
 1684 the association. A fine may be levied for each day of a  
 1685 continuing violation, with a single notice and opportunity for  
 1686 hearing, except that the a fine may not exceed \$1,000 in the  
 1687 aggregate unless otherwise provided in the governing documents.  
 1688 A fine of less than \$1,000 may not become a lien against a  
 1689 parcel. In any action to recover a fine, the prevailing party is  
 1690 entitled to ~~collect its~~ reasonable attorney's fees and costs  
 1691 from the nonprevailing party as determined by the court.

1692 (a) An association may suspend, for a reasonable period of  
 1693 time, the right of a member, or a member's tenant, guest, or  
 1694 invitee, to use common areas and facilities for the failure of  
 1695 the owner of the parcel or its occupant, licensee, or invitee to  
 1696 comply with any provision of the declaration, the association  
 1697 bylaws, or reasonable rules of the association. ~~The provisions~~  
 1698 ~~regarding the suspension of use rights do not apply to the~~  
 1699 ~~portion of common areas that must be used to provide access to~~  
 1700 ~~the parcel or utility services provided to the parcel.~~

1701 (b) (a) A fine or suspension may not be imposed without at  
 1702 least 14 days' notice to the person sought to be fined or  
 1703 suspended and an opportunity for a hearing before a committee of  
 1704 at least three members appointed by the board who are not  
 1705 officers, directors, or employees of the association, or the  
 1706 spouse, parent, child, brother, or sister of an officer,  
 1707 director, or employee. If the committee, by majority vote, does  
 1708 not approve a proposed fine or suspension, it may not be

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1709 imposed. If the association imposes a fine or suspension, the  
 1710 association must provide written notice of such fine or  
 1711 suspension by mail or hand delivery to the parcel owner and, if  
 1712 applicable, to any tenant, licensee, or invitee of the parcel  
 1713 owner.

1714 (3) If a member is more than 90 days delinquent in paying  
 1715 a monetary obligation due to the association, the association  
 1716 may suspend the rights of the member, or the member's tenant,  
 1717 guest, or invitee, to use common areas and facilities until the  
 1718 monetary obligation is paid in full. This subsection does not  
 1719 apply to that portion of common areas used to provide access or  
 1720 utility services to the parcel.

1721 ~~(b)~~ Suspension does ~~of common area use rights~~ do not  
 1722 impair the right of an owner or tenant of a parcel to have  
 1723 vehicular and pedestrian ingress to and egress from the parcel,  
 1724 including, but not limited to, the right to park. The notice and  
 1725 hearing requirements under subsection (2) do not apply to a  
 1726 suspension imposed under this subsection.

1727 ~~(4)(3)~~ ~~If the governing documents so provide,~~ An  
 1728 association may suspend the voting rights of a member for the  
 1729 nonpayment of any monetary obligation that is more than regular  
 1730 annual assessments that are delinquent in excess of 90 days  
 1731 delinquent. A voting interest or consent right allocated to a  
 1732 parcel which has been suspended by the association may not be  
 1733 exercised or considered for any purpose, including, but not  
 1734 limited to, a quorum, an election, or the votes required to  
 1735 approve an action under this chapter or pursuant to the  
 1736 governing documents. The notice and hearing requirements under

1737 subsection (3) do not apply to a suspension imposed under this  
 1738 subsection. The suspension ends upon full payment of all  
 1739 obligations currently due or overdue to the association.

1740 (5) All suspensions imposed pursuant to subsection (3) or  
 1741 subsection (4) must be approved at a properly noticed board  
 1742 meeting. Upon approval, the association must notify the parcel  
 1743 owner and, if applicable, the parcel's occupant, licensee, or  
 1744 invitee by mail or hand delivery.

1745 Section 19. Subsection (9) of section 720.306, Florida  
 1746 Statutes, is amended to read:

1747 720.306 Meetings of members; voting and election  
 1748 procedures; amendments.—

1749 (9) (a) ELECTIONS AND BOARD VACANCIES.— Elections of  
 1750 directors must be conducted in accordance with the procedures  
 1751 set forth in the governing documents of the association. All  
 1752 members of the association are eligible to serve on the board of  
 1753 directors, and a member may nominate himself or herself as a  
 1754 candidate for the board at a meeting where the election is to be  
 1755 held or, if the election process allows voting by absentee  
 1756 ballot, in advance of the balloting. Except as otherwise  
 1757 provided in the governing documents, boards of directors must be  
 1758 elected by a plurality of the votes cast by eligible voters.

1759 (b) A person who is delinquent in the payment of any fee,  
 1760 fine, or other monetary obligation to the association for more  
 1761 than 90 days is not eligible for board membership. A person who  
 1762 has been convicted of any felony in this state or in a United  
 1763 States District or Territorial Court, or has been convicted of  
 1764 any offense in another jurisdiction which would be considered a

1765 felony if committed in this state, is not eligible for board  
 1766 membership unless such felon's civil rights have been restored  
 1767 for at least 5 years as of the date on which such person seeks  
 1768 election to the board. The validity of any action by the board  
 1769 is not affected if it is later determined that a member of the  
 1770 board is ineligible for board membership.

1771 (c) Any election dispute between a member and an  
 1772 association must be submitted to mandatory binding arbitration  
 1773 with the division. Such proceedings must be conducted in the  
 1774 manner provided by s. 718.1255 and the procedural rules adopted  
 1775 by the division. Unless otherwise provided in the bylaws, any  
 1776 vacancy occurring on the board before the expiration of a term  
 1777 may be filled by an affirmative vote of the majority of the  
 1778 remaining directors, even if the remaining directors constitute  
 1779 less than a quorum, or by the sole remaining director. In the  
 1780 alternative, a board may hold an election to fill the vacancy,  
 1781 in which case the election procedures must conform to the  
 1782 requirements of the governing documents. Unless otherwise  
 1783 provided in the bylaws, a board member appointed or elected  
 1784 under this section is appointed for the unexpired term of the  
 1785 seat being filled. Filling vacancies created by recall is  
 1786 governed by s. 720.303(10) and rules adopted by the division.

1787 Section 20. Paragraph (a) of subsection (1) and  
 1788 subsections (3) and (8) of section 720.3085, Florida Statutes,  
 1789 are amended to read:

1790 720.3085 Payment for assessments; lien claims.-

1791 (1) When authorized by the governing documents, the  
 1792 association has a lien on each parcel to secure the payment of



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1793 assessments and other amounts provided for by this section.  
1794 Except as otherwise set forth in this section, the lien is  
1795 effective from and shall relate back to the date on which the  
1796 original declaration of the community was recorded. However, as  
1797 to first mortgages of record, the lien is effective from and  
1798 after recording of a claim of lien in the public records of the  
1799 county in which the parcel is located. This subsection does not  
1800 bestow upon any lien, mortgage, or certified judgment of record  
1801 on July 1, 2008, including the lien for unpaid assessments  
1802 created in this section, a priority that, by law, the lien,  
1803 mortgage, or judgment did not have before July 1, 2008.

1804 (a) To be valid, a claim of lien must state the  
1805 description of the parcel, the name of the record owner, the  
1806 name and address of the association, the assessment amount due,  
1807 and the due date. The claim of lien secures ~~shall secure~~ all  
1808 unpaid assessments that are due and that may accrue subsequent  
1809 to the recording of the claim of lien and before entry of a  
1810 certificate of title, as well as interest, late charges, and  
1811 reasonable costs and attorney's fees incurred by the association  
1812 incident to the collection process. The person making ~~the~~  
1813 payment is entitled to a satisfaction of the lien upon payment  
1814 in full.

1815 (3) Assessments and installments on assessments that are  
1816 not paid when due bear interest from the due date until paid at  
1817 the rate provided in the declaration of covenants or the bylaws  
1818 of the association, which rate may not exceed the rate allowed  
1819 by law. If no rate is provided in the declaration or bylaws,  
1820 interest accrues at the rate of 18 percent per year.

1821 (a) If the declaration or bylaws so provide, the  
 1822 association may also charge an administrative late fee ~~in an~~  
 1823 ~~amount~~ not to exceed the greater of \$25 or 5 percent of the  
 1824 amount of each installment that is paid past the due date.

1825 (b) Any payment received by an association and accepted  
 1826 shall be applied first to any interest accrued, then to any  
 1827 administrative late fee, then to any costs and reasonable  
 1828 attorney's fees incurred in collection, and then to the  
 1829 delinquent assessment. This paragraph applies notwithstanding  
 1830 any restrictive endorsement, designation, or instruction placed  
 1831 on or accompanying a payment. A late fee is not subject to the  
 1832 provisions of chapter 687 and is not a fine.

1833 (8) If the parcel is occupied by a tenant and the parcel  
 1834 owner is delinquent in paying any monetary obligation due to the  
 1835 association, the association may demand that the tenant pay rent  
 1836 to the association and continue to make such payments until all  
 1837 the monetary obligations of the parcel owner related to the  
 1838 parcel have been paid in full and ~~the future monetary~~  
 1839 ~~obligations related to the parcel. The demand is continuing in~~  
 1840 ~~nature, and upon demand, the tenant must continue to pay the~~  
 1841 ~~monetary obligations until~~ the association releases the tenant  
 1842 or until the tenant discontinues tenancy in the parcel. A tenant  
 1843 ~~who acts in good faith in response to a written demand from an~~  
 1844 ~~association~~ is immune from any claim by ~~from~~ the parcel owner  
 1845 related to the rent once the association has made written  
 1846 demand. Any payment received from a tenant by the association  
 1847 must be applied to the parcel owner's oldest delinquent monetary  
 1848 obligation.

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1849 (a) If the tenant paid ~~prepaid~~ rent to the parcel owner  
1850 for a given rental period before receiving the demand from the  
1851 association and provides written evidence of prepaying ~~paying~~  
1852 the rent to the association within 14 days after receiving the  
1853 demand, the tenant shall receive credit for the prepaid rent for  
1854 the applicable period but ~~and~~ must make any subsequent rental  
1855 payments to the association to be credited against the monetary  
1856 obligations of the parcel owner to the association. The  
1857 association shall, upon request, provide the tenant with written  
1858 receipts for payments made. The association shall mail written  
1859 notice to the parcel owner of the association's demand that the  
1860 tenant pay monetary obligations to the association.

1861 (b) The tenant is not liable for increases in the amount  
1862 of the monetary obligations due unless the tenant was notified  
1863 in writing of the increase at least 10 days before the date on  
1864 which the rent is due. The liability of the tenant may not  
1865 exceed the amount due from the tenant to the tenant's landlord.  
1866 The tenant shall be given a credit against rents due to the  
1867 parcel owner in the amount of assessments paid to the  
1868 association.

1869 (c) The association may issue notices under s. 83.56 and  
1870 may sue for eviction under ss. 83.59-83.625 as if the  
1871 association were a landlord under part II of chapter 83 if the  
1872 tenant fails to pay a monetary obligation. However, the  
1873 association is not otherwise considered a landlord under chapter  
1874 83 and specifically has no obligations ~~duties~~ under s. 83.51.

1875 (d) The tenant does not, by virtue of payment of monetary  
1876 obligations, have any of the rights of a parcel owner to vote in

1877 any election or to examine the books and records of the  
 1878 association.

1879 (e) A court may supersede the effect of this subsection by  
 1880 appointing a receiver.

1881 Section 21. Section 720.309, Florida Statutes, is amended  
 1882 to read:

1883 720.309 Agreements entered into by the association.—

1884 (1) Any grant or reservation made by any document, and any  
 1885 contract that has with a term greater than in excess of 10  
 1886 years, that is made by an association before control of the  
 1887 association is turned over to the members other than the  
 1888 developer, and that provides which provide for the operation,  
 1889 maintenance, or management of the association or common areas,  
 1890 must be fair and reasonable.

1891 (2) If the governing documents provide for the cost of  
 1892 communications services as defined in s. 202.11, information  
 1893 services or Internet services obtained pursuant to a bulk  
 1894 contract shall be deemed an operating expense of the  
 1895 association. If the governing documents do not provide for such  
 1896 services, the board may contract for the services, and the cost  
 1897 shall be deemed an operating expense of the association but must  
 1898 be allocated on a per-parcel basis rather than a percentage  
 1899 basis, notwithstanding that the governing documents provide for  
 1900 other than an equal sharing of operating expenses. Any contract  
 1901 entered into before July 1, 2011, in which the cost of the  
 1902 service is not equally divided among all parcel owners may be  
 1903 changed by a majority of the voting interests present at a  
 1904 regular or special meeting of the association in order to

1905 allocate the cost equally among all parcels.

1906 (a) Any contract entered into by the board may be canceled  
 1907 by a majority of the voting interests present at the next  
 1908 regular or special meeting of the association, whichever occurs  
 1909 first. Any member may make a motion to cancel such contract, but  
 1910 if no motion is made or if such motion fails to obtain the  
 1911 required vote, the contract shall be deemed ratified for the  
 1912 term expressed therein.

1913 (b) Any contract entered into by the board must provide,  
 1914 and shall be deemed to provide if not expressly set forth  
 1915 therein, that a hearing-impaired or legally blind parcel owner  
 1916 who does not occupy the parcel with a non-hearing-impaired or  
 1917 sighted person, or a parcel owner who receives supplemental  
 1918 security income under Title XVI of the Social Security Act or  
 1919 food assistance as administered by the Department of Children  
 1920 and Family Services pursuant to s. 414.31, may discontinue the  
 1921 service without incurring disconnect fees, penalties, or  
 1922 subsequent service charges, and may not be required to pay any  
 1923 operating expenses charge related to such service for those  
 1924 parcels. If fewer than all parcel owners share the expenses of  
 1925 the communications services, information services, or Internet  
 1926 services, the expense must be shared by all participating parcel  
 1927 owners. The association may use the provisions of s. 720.3085 to  
 1928 enforce payment by the parcel owners receiving such services.

1929 (c) A resident of any parcel, whether a tenant or parcel  
 1930 owner, may not be denied access to available franchised,  
 1931 licensed, or certificated cable or video service providers if  
 1932 the resident pays the provider directly for services. A resident

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1933 or a cable or video service provider may not be required to pay  
1934 anything of value in order to obtain or provide such service  
1935 except for the charges normally paid for like services by  
1936 residents of single-family homes located outside the community  
1937 but within the same franchised, licensed, or certificated area,  
1938 and except for installation charges agreed to between the  
1939 resident and the service provider.

1940 Section 22. This act shall take effect July 1, 2011.