A bill to be entitled
An act relating to community associations; amending s. 718.111, F.S.; requiring an insurance company insuring condominium association property to provide notice to unit owners if the insurance will be cancelled or not renewed by the association; authorizing a majority of the voting interests of the association to direct the board to obtain substitute coverage; amending s. 718.113, F.S.; authorizing the board of a condominium association to install impact glass or other code-compliant windows under certain circumstances; amending s. 718.116, F.S.; providing that a condominium association may not be deemed to be the previous owner of a condominium unit under certain circumstances; requiring a tenant to pay all of a unit owner’s outstanding monetary obligations relating to the unit to the condominium association under certain circumstances; amending s. 720.303, F.S.; providing that a member of a homeowners’ association has the right to speak on any matter placed on the agenda of the board of the association for at least 3 minutes; amending s. 720.306, F.S.; specifying additional requirements for elections for members of the board of a homeowners’ association; specifying additional requirements for candidates to be a member of the board of a homeowners’ association; amending s. 720.3085, F.S.; providing that a condominium homeowners’ association may not be deemed to be the previous owner of a parcel under certain
Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (d) of subsection (11) of section 718.111, Florida Statutes, is amended to read:

718.111 The association.—
(11) INSURANCE.—In order to protect the safety, health, and welfare of the people of the State of Florida and to ensure consistency in the provision of insurance coverage to condominiums and their unit owners, this subsection applies to every residential condominium in the state, regardless of the date of its declaration of condominium. It is the intent of the Legislature to encourage lower or stable insurance premiums for associations described in this subsection.

(d) An association controlled by unit owners operating as a residential condominium shall use its best efforts to obtain and maintain adequate property insurance to protect the association, the association property, the common elements, and the condominium property that must be insured by the association pursuant to this subsection. However, if an association having 50 or fewer units cancels or does not renew insurance coverage required or permitted under this subsection, the insurance company must notify all unit owners by certified and regular mail at least 30 days before the effective date of a termination of coverage. Upon receipt of the notice, a majority of the voting interests may agree in writing to direct the board to obtain substitute coverage for the association as a common expense.
Section 2. Subsection (5) of section 718.113, Florida Statutes, is amended to read:

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

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

(a) The board may, subject to the provisions of s. 718.3026, and the approval of a majority of voting interests of the condominium, install hurricane shutters, impact glass or other code-compliant windows, or hurricane protection that complies with or exceeds the applicable building code. However, or both, except that a vote of the owners is not required if the maintenance, repair, and replacement of hurricane shutters, impact glass, or other code-compliant windows or other forms of hurricane protection are the responsibility of the association pursuant to the declaration of condominium. If hurricane protection or laminated glass or window film architecturally designed to function as hurricane protection which complies with or exceeds the current applicable building code has been previously installed, the board may not install hurricane shutters, or other hurricane protection, or impact glass or other code-compliant windows except upon approval by a majority vote of the voting interests.

(b) The association is shall be responsible for the maintenance, repair, and replacement of the hurricane shutters
or other hurricane protection authorized by this subsection if such hurricane shutters or other hurricane protection is the responsibility of the association pursuant to the declaration of condominium. If the hurricane shutters or other hurricane protection authorized by this subsection are the responsibility of the unit owners pursuant to the declaration of condominium, the responsibility for the maintenance, repair, and replacement of such items are shall be the responsibility of the unit owner.

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

(d) Notwithstanding any provision to the contrary in the condominium documents, if approval is required by the documents, a board may shall not refuse to approve the installation or replacement of hurricane shutters by a unit owner conforming to the specifications adopted by the board.

Section 3. Subsections (1) and (11) of section 718.116, Florida Statutes, are amended to read:

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

(1)(a) A unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which
come due while he or she is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner. Notwithstanding the provisions of this paragraph, the association may not be deemed the previous owner for purposes of joint and several liability for assessments which came due while the association owned the unit or units on which it has foreclosed or taken title via deed in lieu of foreclosure.

(b) The liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee’s acquisition of title is limited to the lesser of:

1. The unit’s unpaid common expenses and regular periodic assessments which accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

2. One percent of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

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

(d) With respect to each timeshare unit, each owner of a timeshare estate therein is jointly and severally liable for the payment of all assessments and other charges levied against or with respect to that unit pursuant to the declaration or bylaws, except to the extent that the declaration or bylaws may provide to the contrary.

(e) Notwithstanding the provisions of paragraph (b), a first mortgagee or its successor or assignees who acquire title to a condominium unit as a result of the foreclosure of the mortgage or by deed in lieu of foreclosure of the mortgage shall be exempt from liability for all unpaid assessments attributable to the parcel or chargeable to the previous owner which came due prior to acquisition of title if the first mortgage was recorded prior to April 1, 1992. If, however, the first mortgage was recorded on or after April 1, 1992, or on the date the mortgage was recorded, the declaration included language incorporating by reference future amendments to this chapter, the provisions of paragraph (b) shall apply.

(f) The provisions of this subsection are intended to clarify existing law, and shall not be available in any case where the unpaid assessments sought to be recovered by the association are secured by a lien recorded prior to the recording of the mortgage. Notwithstanding the provisions of chapter 48, the association shall be a proper party to intervene in any foreclosure proceeding to seek equitable relief.
(g) For purposes of this subsection, the term “successor or assignee” as used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

(11) If the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay the outstanding and future monetary obligations related to the condominium unit to the association, and the tenant must make such payment. The demand is continuing in nature and, upon demand, the tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit. The association must mail written notice to the unit owner of the association’s demand that the tenant make payments to the association. The association shall, upon request, provide the tenant with written receipts for payments made. A tenant who acts in good faith in response to a written demand from an association is immune from any claim from the unit owner.

(a) If the tenant prepaid rent to the unit owner before receiving the demand from the association and provides written evidence of paying the rent to the association within 14 days after receiving the demand, the tenant shall receive credit for the prepaid rent for the applicable period and must make any subsequent rental payments to the association to be credited against the monetary obligations of the unit owner to the association.

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

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

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

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

Section 4. Paragraph (b) of subsection (2) of section
720.303, Florida Statutes, is amended to read:

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

(2) BOARD MEETINGS.—

(b) Members have the right to attend all meetings of the
board and to speak on any matter placed on the agenda by
petition of the voting interests for at least 3 minutes. The
association may adopt written reasonable rules expanding the
right of members to speak and governing the frequency, duration,
and other manner of member statements, which rules must be
consistent with this paragraph and may include a sign-up sheet for members wishing to speak. Notwithstanding any other law, meetings between the board or a committee and the association’s attorney to discuss proposed or pending litigation or meetings of the board held for the purpose of discussing personnel matters are not required to be open to the members other than directors.

Section 5. Subsection (9) of section 720.306, Florida Statutes, is amended to read:

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

(9) (a) ELECTIONS AND BOARD VACANCIES.—Notwithstanding the governing documents of the association, elections of directors must be conducted in accordance with the procedures set forth in s. 718.112(2)(d)3. the governing documents of the association. All members of the association are eligible to serve on the board of directors, and a member may nominate himself or herself as a candidate for the board at a meeting where the election is to be held or, if the election process allows voting by absentee ballot, in advance of the balloting, except as otherwise provided in this section the governing documents, boards of directors must be elected by a plurality of the votes cast by eligible voters.

(b) Co-owners of a parcel may not serve as members of the board of directors at the same time unless they own more than one parcel or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy. A person who is delinquent in the payment of any fee, fine, or other obligation to the association by more than 90 days is not
eligible for board membership. A person who has been convicted of any felony in this state or in a United States District Court or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for board membership unless such felon’s civil rights have been restored for at least 5 years as of the date on which such person seeks election to the board. The validity of an action by the board is not affected if it is later determined that a member of the board is ineligible for board membership due to having been convicted of a felony.

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

Section 6. Subsection (2) of section 720.3085, Florida Statutes, is amended to read:
720.3085 Payment for assessments; lien claims.—

(2) (a) A parcel owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the parcel owner. The parcel owner’s liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the parcel upon which the assessments are made. Notwithstanding the provisions of this paragraph, the association may not be deemed the previous owner for purposes of joint and several liability for assessments which came due while the association owned the parcel or parcels on which it has foreclosed or taken title via deed in lieu of foreclosure.

(b) A parcel owner is jointly and severally liable with the previous parcel owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present parcel owner may have to recover any amounts paid by the present owner from the previous owner.

(c) Notwithstanding anything to the contrary contained in this section, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee’s acquisition of title, shall be the lesser of:

1. The parcel’s unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12
months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

2. One percent of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the parcel owner and initially joined the association as a defendant in the mortgagee foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

Section 7. This act shall take effect July 1, 2011.