

27 when the association or associations served contain more than 10
28 units or have an annual budget or budgets in excess of \$100,000:
29 controlling or disbursing funds of a community association,
30 preparing budgets or other financial documents for a community
31 association, assisting in the noticing or conduct of community
32 association meetings, determining the number of days required
33 for statutory notices, determining amounts due to the
34 association, collecting amounts due to the association before
35 filing of a civil action, calculating the votes required for a
36 quorum or to approve a proposition or amendment, completing
37 forms related to the management of a community association that
38 have been created by statute or by a state agency, drafting
39 letters of intended action, drafting meeting notices and
40 agendas, calculating and preparing certificates of assessment,
41 responding to requests for certificates of assessment,
42 negotiating monetary or performance terms of a contract subject
43 to approval by an association, drafting prearbitration demands,
44 preparing statutory construction lien documents for association
45 projects, coordinating or performing maintenance for real or
46 personal property and other routine services involved in the
47 operation of a community association, and complying with the
48 association's governing documents and the requirements of law as
49 necessary to perform such practices ~~and coordinating maintenance~~
50 ~~for the residential development and other day to day services~~
51 ~~involved with the operation of a community association.~~ A person
52 who performs clerical or ministerial functions under the direct

53 supervision and control of a licensed manager or who is charged
54 only with performing the maintenance of a community association
55 and who does not assist in any of the management services
56 described in this subsection is not required to be licensed
57 under this part.

58 Section 2. Subsection (5) of section 718.116, Florida
59 Statutes, is amended to read:

60 718.116 Assessments; liability; lien and priority;
61 interest; collection.—

62 (5) (a) The association has a lien on each condominium
63 parcel to secure the payment of assessments. Except as otherwise
64 provided in subsection (1) and as set forth below, the lien is
65 effective from and shall relate back to the recording of the
66 original declaration of condominium, or, in the case of lien on
67 a parcel located in a phase condominium, the last to occur of
68 the recording of the original declaration or amendment thereto
69 creating the parcel. However, as to first mortgages of record,
70 the lien is effective from and after recording of a claim of
71 lien in the public records of the county in which the
72 condominium parcel is located. Nothing in this subsection shall
73 be construed to bestow upon any lien, mortgage, or certified
74 judgment of record on April 1, 1992, including the lien for
75 unpaid assessments created herein, a priority which, by law, the
76 lien, mortgage, or judgment did not have before that date.

77 (b) To be valid, a claim of lien must be in substantially
78 the following form:

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CLAIM OF LIEN

Before me, the undersigned notary public, personally appeared
...(name)..., who was duly sworn and says that he/she is the
authorized agent of the lienor, ...(name of association)...,
whose address is ...(address)..., and that in accordance with
the Condominium Act and the declaration of ...(name of
condominium)..., a condominium, and the articles of
incorporation and bylaws of the association, the association
makes this claim of lien for ...(basis for claim of lien)...,
for the following described real property:

UNIT NO. OF ...(NAME OF CONDOMINIUM)..., A
CONDOMINIUM AS SET FORTH IN THE DECLARATION OF
CONDOMINIUM AND THE EXHIBITS ANNEXED THERETO AND
FORMING A PART THEREOF, RECORDED IN OFFICIAL RECORDS
BOOK, PAGE, OF THE PUBLIC RECORDS OF
COUNTY, FLORIDA. THE ABOVE DESCRIPTION INCLUDES, BUT
IS NOT LIMITED TO, ALL APPURTENANCES TO THE
CONDOMINIUM UNIT ABOVE DESCRIBED, INCLUDING THE
UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SAID
CONDOMINIUM.

upon which the association asserts this lien. The property is
owned by ...(name of debtor)..., Debtor. There remains unpaid to

105 the association, the sum of \$..... This lien secures these
 106 amounts, as well as any amounts and assessments and interest
 107 that may accrue in the future.

109 (signature of witness) (signature of authorized agent)

111 (signature of witness)

113 Sworn to (or affirmed) and subscribed before me this day of
 114, ...(year)...., by ...(name of person making statement)....
 115 ...(Signature of Notary Public)...
 116 ...(Print, type, or stamp commissioned name of Notary Public)...
 117 Personally Known.... OR Produced.... as identification.

119 ~~must state the description of the condominium parcel, the name~~
 120 ~~of the record owner, the name and address of the association,~~
 121 ~~the amount due, and the due dates.~~ It must be executed and
 122 acknowledged by an officer or authorized agent of the
 123 association. The lien is not effective 1 year after the claim of
 124 lien was recorded unless, within that time, an action to enforce
 125 the lien is commenced. The 1-year period is automatically
 126 extended for any length of time during which the association is
 127 prevented from filing a foreclosure action by an automatic stay
 128 resulting from a bankruptcy petition filed by the parcel owner
 129 or any other person claiming an interest in the parcel. The
 130 claim of lien secures all unpaid assessments that are due and

131 that may accrue after the claim of lien is recorded and through
 132 the entry of a final judgment, as well as interest and all
 133 reasonable costs and attorney's fees incurred by the association
 134 incident to the collection process. Upon payment in full, the
 135 person making the payment is entitled to a satisfaction of the
 136 lien.

137 (c) By recording a notice in substantially the following
 138 form, a unit owner or the unit owner's agent or attorney may
 139 require the association to enforce a recorded claim of lien
 140 against his or her condominium parcel:

141 NOTICE OF CONTEST OF LIEN

142 TO: ... (Name and address of association)... You are
 143 notified that the undersigned contests the claim of lien filed
 144 by you on, ... (year)..., and recorded in Official Records
 145 Book at Page, of the public records of County,
 146 Florida, and that the time within which you may file suit to
 147 enforce your lien is limited to 90 days from the date of service
 148 of this notice. Executed this day of, ... (year)....

149 Signed: ... (Owner or Attorney)...

150
 151 After notice of contest of lien has been recorded, the clerk of
 152 the circuit court shall mail a copy of the recorded notice to
 153 the association by certified mail, return receipt requested, at
 154 the address shown in the claim of lien or most recent amendment
 155 to it and shall certify to the service on the face of the
 156 notice. Service is complete upon mailing. After service, the

157 association has 90 days in which to file an action to enforce
 158 the lien; and, if the action is not filed within the 90-day
 159 period, the lien is void. However, the 90-day period shall be
 160 extended for any length of time during which the association is
 161 prevented from filing its action because of an automatic stay
 162 resulting from the filing of a bankruptcy petition by the unit
 163 owner or by any other person claiming an interest in the parcel.

164 (d) A release of lien must be in substantially the
 165 following form:

166
 167 RELEASE OF LIEN
 168

169 The undersigned lienor, in consideration of the final payment in
 170 the amount of \$...., hereby waives and releases its lien and
 171 right to claim a lien for unpaid assessments through,
 172 ...(year)...., recorded in the Official Records Book at Page
 173, of the public records of County, Florida, for the
 174 following described real property:

175
 176 UNIT NO. OF (NAME OF CONDOMINIUM), A CONDOMINIUM
 177 AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AND THE
 178 EXHIBITS ANNEXED THERETO AND FORMING A PART THEREOF,
 179 RECORDED IN OFFICIAL RECORDS BOOK, PAGE, OF
 180 THE PUBLIC RECORDS OF COUNTY, FLORIDA. THE ABOVE
 181 DESCRIPTION INCLUDES, BUT IS NOT LIMITED TO, ALL
 182 APPURTENANCES TO THE CONDOMINIUM UNIT ABOVE DESCRIBED,

183 INCLUDING THE UNDIVIDED INTEREST IN THE COMMON
 184 ELEMENTS OF SAID CONDOMINIUM.

186 (signature of witness) (signature of authorized agent)

188 (signature of witness)

189
 190 Sworn to (or affirmed) and subscribed before me this day of
 191, ...(year)..., by ...(name of person making statement)....
 192 ...(Signature of Notary Public)...
 193 ...(Print, type, or stamp commissioned name of Notary Public)...
 194 Personally Known.... OR Produced.... as identification.

195 Section 3. Subsection (4) of section 719.108, Florida
 196 Statutes, is amended to read:

197 719.108 Rents and assessments; liability; lien and
 198 priority; interest; collection; cooperative ownership.—

199 (4) The association has a lien on each cooperative parcel
 200 for any unpaid rents and assessments, plus interest, and any
 201 authorized administrative late fees. If authorized by the
 202 cooperative documents, the lien also secures reasonable
 203 attorney's fees incurred by the association incident to the
 204 collection of the rents and assessments or enforcement of such
 205 lien. The lien is effective from and after recording a claim of
 206 lien in the public records in the county in which the
 207 cooperative parcel is located which states the description of
 208 the cooperative parcel, the name of the unit owner, the amount

209 due, and the due dates. ~~The lien expires if a claim of lien is~~
 210 ~~not filed within 1 year after the date the assessment was due,~~
 211 ~~and the lien does not continue for longer than 1 year after the~~
 212 ~~claim of lien has been recorded unless, within that time, an~~
 213 ~~action to enforce the lien is commenced.~~ Except as otherwise
 214 provided in this chapter, a lien may not be filed by the
 215 association against a cooperative parcel until 30 days after the
 216 date on which a notice of intent to file a lien has been
 217 delivered to the owner.

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

220 1. If the most recent address of the unit owner on the
 221 records of the association is the address of the unit, the
 222 notice must be sent by ~~registered or~~ certified mail, return
 223 receipt requested, to the unit owner at the address of the unit.

224 2. If the most recent address of the unit owner on the
 225 records of the association is in the United States, but is not
 226 the address of the unit, the notice must be sent by ~~registered~~
 227 ~~or~~ certified mail, return receipt requested, to the unit owner
 228 at his or her most recent address.

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

233 ~~(b)~~

234 A notice that is sent pursuant to this paragraph ~~subsection~~ is

235 deemed delivered upon mailing.

236 (b) A claim of lien must be in substantially the following
 237 form:

239 CLAIM OF LIEN

241 Before me, the undersigned notary public, personally appeared
 242 ...(name)... who was duly sworn and says that he/she is the
 243 authorized agent of the lienor, ...(name of association)...,
 244 whose address is ...(address)..., and that in accordance with
 245 the Cooperative Act and the cooperative documents of ...(name of
 246 cooperative)..., a cooperative, and the articles of
 247 incorporation and bylaws of the association, the association
 248 makes this claim of lien for ...(basis for claim of lien)...,
 249 for the following described real property:

251 UNIT NO. OF ...(NAME OF COOPERATIVE)..., A
 252 COOPERATIVE AS SET FORTH IN THE COOPERATIVE DOCUMENTS
 253 AND THE EXHIBITS ANNEXED THERETO AND FORMING A PART
 254 THEREOF, RECORDED IN OFFICIAL RECORDS BOOK, PAGE
 255, OF THE PUBLIC RECORDS OF COUNTY, FLORIDA.
 256 THE ABOVE DESCRIPTION INCLUDES, BUT IS NOT LIMITED TO,
 257 ALL APPURTENANCES TO THE COOPERATIVE UNIT ABOVE
 258 DESCRIBED, INCLUDING THE UNDIVIDED INTEREST IN THE
 259 COMMON ELEMENTS OF SAID COOPERATIVE.

261 Upon which the association asserts this lien. The property is
 262 owned by ...(name of debtor)..., Debtor. There remains unpaid to
 263 the association, the sum of \$..... This lien secures these
 264 amounts, as well as any amounts and assessments and interest
 265 that may accrue in the future.

266
 267 (signature of witness) (signature of authorized agent)

268
 269 (signature of witness)

270
 271 Sworn to (or affirmed) and subscribed before me this day of
 272, ...(year)..., by ...(name of person making statement)....
 273 ...(Signature of Notary Public)...
 274 ...(Print, type, or stamp Commissioned name of Notary Public)...
 275 Personally Known.... OR Produced.... as identification.

276
 277 The claim must be executed and acknowledged by an officer or
 278 authorized agent of the association. The lien is not effective 1
 279 year after the claim of lien was recorded unless, within that
 280 time, an action to enforce the lien is commenced. The 1-year
 281 period is automatically extended for any length of time during
 282 which the association is prevented from filing a foreclosure
 283 action by an automatic stay resulting from a bankruptcy petition
 284 filed by the parcel owner or any other person claiming an
 285 interest in the parcel. The claim of lien secures all unpaid
 286 rents and assessments that are due and that may accrue after the

287 claim of lien is recorded and through the entry of a final
 288 judgment, as well as interest and all reasonable costs and
 289 attorney's fees incurred by the association incident to the
 290 collection process. Upon payment in full, the person making the
 291 payment is entitled to a satisfaction of the lien.

292 (c) By recording a notice in substantially the following
 293 form, a unit owner or the unit owner's agent or attorney may
 294 require the association to enforce a recorded claim of lien
 295 against his or her cooperative parcel:

296
 297 NOTICE OF CONTEST OF LIEN
 298

299 TO: ...(Name and address of association)... You are
 300 notified that the undersigned contests the claim of lien filed
 301 by you on, ...(year)..., and recorded in Official Records
 302 Book at Page, of the public records of County,
 303 Florida, and that the time within which you may file suit to
 304 enforce your lien is limited to 90 days from the date of service
 305 of this notice. Executed this day of, ...(year)....
 306 Signed: ...(Owner or Attorney)...

307
 308 After notice of contest of lien has been recorded, the clerk of
 309 the circuit court shall mail a copy of the recorded notice to
 310 the association by certified mail, return receipt requested, at
 311 the address shown in the claim of lien or most recent amendment
 312 to it and shall certify to the service on the face of the

313 notice. Service is complete upon mailing. After service, the
 314 association has 90 days in which to file an action to enforce
 315 the lien; and, if the action is not filed within the 90-day
 316 period, the lien is void. However, the 90-day period shall be
 317 extended for any length of time during which the association is
 318 prevented from filing its action because of an automatic stay
 319 resulting from the filing of a bankruptcy petition by the unit
 320 owner or by any other person claiming an interest in the parcel.

321 (d) To be valid, a release of lien must be in
 322 substantially the following form:

323
 324 RELEASE OF LIEN

325
 326 The undersigned lienor, in consideration of the final payment in
 327 the amount of \$...., hereby waives and releases its lien and
 328 right to claim a lien for unpaid assessments through,
 329 ...(year)..., recorded in the Official Records Book at Page
 330, of the public records of County, Florida, for the
 331 following described real property:

332
 333 UNIT NO. OF (NAME OF COOPERATIVE), A COOPERATIVE
 334 AS SET FORTH IN THE COOPERATIVE DOCUMENTS AND THE
 335 EXHIBITS ANNEXED THERETO AND FORMING A PART THEREOF,
 336 RECORDED IN OFFICIAL RECORDS BOOK, PAGE, OF
 337 THE PUBLIC RECORDS OF COUNTY, FLORIDA. THE ABOVE
 338 DESCRIPTION INCLUDES, BUT IS NOT LIMITED TO, ALL

339 APPURTENANCES TO THE COOPERATIVE UNIT ABOVE DESCRIBED,
 340 INCLUDING THE UNDIVIDED INTEREST IN THE COMMON
 341 ELEMENTS OF SAID COOPERATIVE.

343 (signature of witness) (signature of authorized agent)

345 (signature of witness)

347 Sworn to (or affirmed) and subscribed before me this day of
 348, ...(year)...., by ...(name of person making statement)....
 349 ...(Signature of Notary Public)...
 350 ...(Print, type, or stamp commissioned name of Notary Public)...
 351 Personally Known.... OR Produced.... as identification.

352 Section 4. Subsection (1) of section 720.3085, Florida
 353 Statutes, is amended to read:

354 720.3085 Payment for assessments; lien claims.—

355 (1) When authorized by the governing documents, the
 356 association has a lien on each parcel to secure the payment of
 357 assessments and other amounts provided for by this section.
 358 Except as otherwise set forth in this section, the lien is
 359 effective from and shall relate back to the date on which the
 360 original declaration of the community was recorded. However, as
 361 to first mortgages of record, the lien is effective from and
 362 after recording of a claim of lien in the public records of the
 363 county in which the parcel is located. This subsection does not
 364 bestow upon any lien, mortgage, or certified judgment of record

365 on July 1, 2008, including the lien for unpaid assessments
 366 created in this section, a priority that, by law, the lien,
 367 mortgage, or judgment did not have before July 1, 2008.

368 (a) To be valid, a claim of lien must be in substantially
 369 the following form:

370
 371 CLAIM OF LIEN

372
 373 Before me, the undersigned notary public, personally appeared
 374 ...(name)... who was duly sworn and says that he/she is the
 375 authorized agent of the lienor, ...(name of association)...,
 376 whose address is ...(address)..., and that in accordance with
 377 the Florida Statutes and the homeowners' association documents
 378 of ...(name of association)..., a homeowners' association, and
 379 the articles of incorporation and bylaws of the association, the
 380 association makes this claim of lien for ...(basis for claim of
 381 lien)..., for the following described real property:

382
 383 (PARCEL NO. OR LOT AND BLOCK) OF (NAME OF
 384 HOMEOWNERS' ASSOCIATION), A HOMEOWNERS' ASSOCIATION AS
 385 SET FORTH IN THE HOMEOWNERS' ASSOCIATION DOCUMENTS AND
 386 THE EXHIBITS ANNEXED THERETO AND FORMING A PART
 387 THEREOF, RECORDED IN OFFICIAL RECORDS BOOK, PAGE
 388, OF THE PUBLIC RECORDS OF COUNTY, FLORIDA.

389
 390 (or insert appropriate metes and bounds description

391 here)
 392
 393 upon which the association asserts this lien. The property is
 394 owned by ...(name of debtor)..., Debtor. There remains unpaid to
 395 the association, the sum of \$..... This lien secures these
 396 amounts, as well as any amounts and assessments and interest
 397 that may accrue in the future.

398
 399 (signature of witness) (signature of authorized agent)
 400
 401 (signature of witness)
 402

403 Sworn to (or affirmed) and subscribed before me this day of
 404, ...(year)..., by ...(name of person making statement)....
 405 ...(Signature of Notary Public)...
 406 ...(Print, type, or stamp commissioned name of Notary Public)...
 407 Personally Known.... OR Produced.... as identification.

408
 409 ~~must state the description of the parcel, the name of the record~~
 410 ~~owner, the name and address of the association, the assessment~~
 411 ~~amount due, and the due date.~~ The claim of lien secures all
 412 unpaid assessments that are due and that may accrue subsequent
 413 to the recording of the claim of lien and before entry of a
 414 certificate of title, as well as interest, late charges, and
 415 reasonable costs and attorney's fees incurred by the association
 416 incident to the collection process. The person making payment is

417 entitled to a satisfaction of the lien upon payment in full.

418 (b) By recording a notice in substantially the following
 419 form, a parcel owner or the parcel owner's agent or attorney may
 420 require the association to enforce a recorded claim of lien
 421 against his or her parcel:

422 NOTICE OF CONTEST OF LIEN

423 TO: ... (Name and address of association)...

424 You are notified that the undersigned contests the claim of lien
 425 filed by you on, ... (year) ..., and recorded in Official
 426 Records Book at page, of the public records of
 427 County, Florida, and that the time within which you may file
 428 suit to enforce your lien is limited to 90 days following the
 429 date of service of this notice. Executed this day of,
 430 ... (year)

431 Signed: ... (Owner or Attorney)...

432 After the notice of a contest of lien has been recorded, the
 433 clerk of the circuit court shall mail a copy of the recorded
 434 notice to the association by certified mail, return receipt
 435 requested, at the address shown in the claim of lien or the most
 436 recent amendment to it and shall certify to the service on the
 437 face of the notice. Service is complete upon mailing. After
 438 service, the association has 90 days in which to file an action
 439 to enforce the lien and, if the action is not filed within the
 440 90-day period, the lien is void. However, the 90-day period
 441 shall be extended for any length of time that the association is
 442 prevented from filing its action because of an automatic stay

443 resulting from the filing of a bankruptcy petition by the parcel
 444 owner or by any other person claiming an interest in the parcel.

445 (c) The association may bring an action in its name to
 446 foreclose a lien for assessments in the same manner in which a
 447 mortgage of real property is foreclosed and may also bring an
 448 action to recover a money judgment for the unpaid assessments
 449 without waiving any claim of lien. The association is entitled
 450 to recover its reasonable attorney's fees incurred in an action
 451 to foreclose a lien or an action to recover a money judgment for
 452 unpaid assessments.

453 (d) A release of lien must be in substantially the
 454 following form:

455
 456 RELEASE OF LIEN

457
 458 The undersigned lienor, in consideration of the final payment in
 459 the amount of \$...., hereby waives and releases its lien and
 460 right to claim a lien for unpaid assessments through,
 461 ...(year)..., recorded in the Official Records Book ... at Page
 462, of the public records of County, Florida, for the
 463 following described real property:

464
 465 (PARCEL NO. OR LOT AND BLOCK) OF ... (NAME OF
 466 HOMEOWNERS' ASSOCIATION)...., A HOMEOWNERS' ASSOCIATION
 467 AS SET FORTH IN THE HOMEOWNERS' ASSOCIATION DOCUMENTS
 468 AND THE EXHIBITS ANNEXED THERETO AND FORMING A PART

469 THEREOF, RECORDED IN OFFICIAL RECORDS BOOK, PAGE
 470, OF THE PUBLIC RECORDS OF COUNTY, FLORIDA.

471
 472 (or insert appropriate metes and bounds description
 473 here)

474
 475 (signature of witness) (signature of authorized agent)

476
 477 (signature of witness)

478
 479 Sworn to (or affirmed) and subscribed before me this day of
 480, . . .(year) . . ., by . . .(name of person making statement) . . .

481 . . .(Signature of Notary Public) . . .

482 . . .(Print, type, or stamp commissioned name of Notary Public) . . .

483 Personally Known . . . OR Produced . . . as identification.

484
 485 (e) ~~(d)~~ If the parcel owner remains in possession of the
 486 parcel after a foreclosure judgment has been entered, the court
 487 may require the parcel owner to pay a reasonable rent for the
 488 parcel. If the parcel is rented or leased during the pendency of
 489 the foreclosure action, the association is entitled to the
 490 appointment of a receiver to collect the rent. The expenses of
 491 the receiver must be paid by the party who does not prevail in
 492 the foreclosure action.

493 (f) ~~(e)~~ The association may purchase the parcel at the
 494 foreclosure sale and hold, lease, mortgage, or convey the

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495 | parcel.

496 | Section 5. This act shall take effect July 1, 2014.