

1 A bill to be entitled

2 An act relating to residential communities; amending
3 s. 468.431, F.S.; revising the term "community
4 association management"; creating s. 468.4334, F.S.;
5 providing that a community association manager is
6 liable to the same extent as an officer or director;
7 authorizing the indemnification of a community
8 association manager or community association
9 management firm under certain conditions; amending s.
10 718.116, F.S.; authorizing reasonable charges to be
11 imposed for collection of a delinquent assessment;
12 requiring a release of lien to be in a specific form;
13 requiring a pre-foreclosure notice to be in a specific
14 form; amending s. 718.121, F.S.; requiring a pre-lien
15 notice to be in a specific form; amending s. 719.108,
16 F.S.; authorizing reasonable charges to be imposed for
17 collection of a delinquent assessment; deleting a
18 provision providing for the expiration of certain
19 liens; revising notice requirements; requiring a pre-
20 lien notice to be in a specific form; providing for
21 execution and effect of lien; providing for the
22 content of a recording notice; requiring a release of
23 lien to be in a specific form; amending s. 720.3085,
24 F.S.; requiring a release of lien to be in a specific
25 form; authorizing reasonable charges to be imposed for
26 collection of a delinquent assessment; requiring a

27 pre-lien notice to be in a specific form; requiring a
 28 pre-foreclosure notice to be in a specific form;
 29 providing requirements for the execution of a claim of
 30 lien; providing an effective date.

31

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

33

34 Section 1. Subsection (2) of section 468.431, Florida
 35 Statutes, is amended to read:

36 468.431 Definitions.—As used in this part:

37 (2) "Community association management" means any of the
 38 following practices requiring substantial specialized knowledge,
 39 judgment, and managerial skill when done for remuneration and
 40 when the association or associations served contain more than 10
 41 units or have an annual budget or budgets in excess of \$100,000:
 42 controlling or disbursing funds of a community association,
 43 preparing budgets or other financial documents for a community
 44 association, assisting in the noticing or conduct of community
 45 association meetings, determining the number of days required
 46 for statutory notices, determining amounts due to the
 47 association, collecting amounts due to the association before
 48 the filing of a civil action, calculating the votes required for
 49 a quorum or to approve a proposition or amendment, completing
 50 forms related to the management of a community association that
 51 have been created by statute or by a state agency, drafting
 52 meeting notices and agendas, calculating and preparing

53 certificates of assessment and estoppel certificates, responding
 54 to requests for certificates of assessment and estoppel
 55 certificates, negotiating monetary or performance terms of a
 56 contract subject to approval by an association, drafting
 57 prearbitration demands, coordinating or performing maintenance
 58 for real or personal property and other related routine services
 59 involved in the operation of a community association, and
 60 complying with the association's governing documents and the
 61 requirements of law as necessary to perform such practices ~~and~~
 62 ~~coordinating maintenance for the residential development and~~
 63 ~~other day-to-day services involved with the operation of a~~
 64 ~~community association.~~ A person who performs clerical or
 65 ministerial functions under the direct supervision and control
 66 of a licensed manager or who is charged only with performing the
 67 maintenance of a community association and who does not assist
 68 in any of the management services described in this subsection
 69 is not required to be licensed under this part.

70 Section 2. Section 468.4334, Florida Statutes, is created
 71 to read:

72 468.4334 Duty of care; liability; indemnification.—

73 (1) The duty of care owed by a community association
 74 manager and a community association management firm to a
 75 community association is the level of care that a reasonably
 76 careful community association manager or firm would provide in
 77 like circumstances.

78 (2) A contract between a managed community association and

79 a community association manager or a community association
 80 management firm may provide that the community association
 81 indemnifies and holds harmless the community association manager
 82 or community association management firm for ordinary negligence
 83 that results from the manager or management firm's act or
 84 omission that was the result of a lawful instruction of the
 85 directors or an officer of the community association. The
 86 provision for indemnification must be clear and conspicuous in
 87 the agreement. However, such indemnification may not cover, and
 88 the community association manager or a community association
 89 management firm may be held liable for, any act or omission
 90 that:

91 (a) Violates a criminal law as defined in s.
 92 617.0834(1)(b)1.;

93 (b) Derives an improper personal benefit, either directly
 94 or indirectly;

95 (c) Is grossly negligent; or

96 (d) Is reckless, is in bad faith, is with malicious
 97 purpose, or is in a manner exhibiting wanton and willful
 98 disregard of human rights, safety, or property.

99 Section 3. Subsections (3), (5), and (6) of section
 100 718.116, Florida Statutes, are amended to read:

101 718.116 Assessments; liability; lien and priority;
 102 interest; collection.—

103 (3) Assessments and installments on assessments which are
 104 not paid when due bear interest at the rate provided in the

105 | declaration, from the due date until paid. The rate may not
106 | exceed the rate allowed by law, and, if no rate is provided in
107 | the declaration, interest accrues at the rate of 18 percent per
108 | year. If provided by the declaration or bylaws, the association
109 | may, in addition to such interest, charge an administrative late
110 | fee of up to the greater of \$25 or 5 percent of each delinquent
111 | installment for which the payment is late. The association may
112 | also recover from the unit owner any reasonable charges imposed
113 | upon the association under a written contract with its
114 | management or bookkeeping company, or collection agent, incurred
115 | in connection with collecting a delinquent assessment. Any
116 | payment received by an association must be applied first to any
117 | interest accrued by the association, then to any administrative
118 | late fee, then to any costs and reasonable attorney ~~attorney's~~
119 | fees incurred in collection, then to any reasonable costs for
120 | collection services contracted by the association, and then to
121 | the delinquent assessment. The foregoing is applicable
122 | notwithstanding any restrictive endorsement, designation, or
123 | instruction placed on or accompanying a payment. A late fee is
124 | not subject to chapter 687 or s. 718.303(4).

125 | (5) (a) The association has a lien on each condominium
126 | parcel to secure the payment of assessments. Except as otherwise
127 | provided in subsection (1) and as set forth below, the lien is
128 | effective from and shall relate back to the recording of the
129 | original declaration of condominium, or, in the case of lien on
130 | a parcel located in a phase condominium, the last to occur of

131 the recording of the original declaration or amendment thereto
132 creating the parcel. However, as to first mortgages of record,
133 the lien is effective from and after recording of a claim of
134 lien in the public records of the county in which the
135 condominium parcel is located. Nothing in this subsection shall
136 be construed to bestow upon any lien, mortgage, or certified
137 judgment of record on April 1, 1992, including the lien for
138 unpaid assessments created herein, a priority which, by law, the
139 lien, mortgage, or judgment did not have before that date.

140 (b) To be valid, a claim of lien must state the description
141 of the condominium parcel, the name of the record owner, the
142 name and address of the association, the amount due, and the due
143 dates. It must be executed and acknowledged by an officer or
144 authorized agent of the association. The lien is not effective 1
145 year after the claim of lien was recorded unless, within that
146 time, an action to enforce the lien is commenced. The 1-year
147 period is automatically extended for any length of time during
148 which the association is prevented from filing a foreclosure
149 action by an automatic stay resulting from a bankruptcy petition
150 filed by the parcel owner or any other person claiming an
151 interest in the parcel. The claim of lien secures all unpaid
152 assessments that are due and that may accrue after the claim of
153 lien is recorded and through the entry of a final judgment, as
154 well as interest, authorized administrative late fees, and all
155 reasonable costs and attorney ~~attorney's~~ fees incurred by the
156 association incident to the collection process, including, but

157 not limited to, any reasonable costs for collection services
 158 contracted by the association. Upon payment in full, the person
 159 making the payment is entitled to a satisfaction of the lien.

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

164 NOTICE OF CONTEST OF LIEN

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

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

173
 174 After notice of contest of lien has been recorded, the clerk of
 175 the circuit court shall mail a copy of the recorded notice to
 176 the association by certified mail, return receipt requested, at
 177 the address shown in the claim of lien or most recent amendment
 178 to it and shall certify to the service on the face of the
 179 notice. Service is complete upon mailing. After service, the
 180 association has 90 days in which to file an action to enforce
 181 the lien; and, if the action is not filed within the 90-day
 182 period, the lien is void. However, the 90-day period shall be

183 extended for any length of time during which the association is
 184 prevented from filing its action because of an automatic stay
 185 resulting from the filing of a bankruptcy petition by the unit
 186 owner or by any other person claiming an interest in the parcel.

187 (d) A release of lien must be in substantially the
 188 following form:

189
 190 RELEASE OF LIEN

191 The undersigned lienor, in consideration of the final payment in
 192 the amount of \$...., hereby waives and releases its lien and
 193 right to claim a lien for unpaid assessments through,
 194 ...(year)..., recorded in the Official Records Book at Page
 195, of the public records of County, Florida, for the
 196 following described real property:

197
 198 UNIT NO. OF ... (NAME OF CONDOMINIUM) ..., A
 199 CONDOMINIUM AS SET FORTH IN THE DECLARATION OF
 200 CONDOMINIUM AND THE EXHIBITS ANNEXED THERETO AND
 201 FORMING A PART THEREOF, RECORDED IN OFFICIAL RECORDS
 202 BOOK, PAGE, OF THE PUBLIC RECORDS OF
 203 COUNTY, FLORIDA. THE ABOVE DESCRIPTION INCLUDES, BUT
 204 IS NOT LIMITED TO, ALL APPURTENANCES TO THE
 205 CONDOMINIUM UNIT ABOVE DESCRIBED, INCLUDING THE
 206 UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SAID
 207 CONDOMINIUM.

209 ..(Signature of Authorized Agent).. ..(Signature of Witness)..
 210 ..(Print Name).. ..(Print Name)..

211
 212 ..(Signature of Witness)..
 213 ..(Print Name)..
 214

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

217 ..(Signature of Notary Public)..
 218 ..(Print, type, or stamp commissioned name of Notary Public)..

219 Personally Known.... OR Produced.... as identification.

220 (6) (a) The association may bring an action in its name to
 221 foreclose a lien for assessments in the manner a mortgage of
 222 real property is foreclosed and may also bring an action to
 223 recover a money judgment for the unpaid assessments without
 224 waiving any claim of lien. The association is entitled to
 225 recover its reasonable attorney's fees incurred in either a lien
 226 foreclosure action or an action to recover a money judgment for
 227 unpaid assessments.

228 (b) No foreclosure judgment may be entered until at least
 229 30 days after the association gives written notice to the unit
 230 owner of its intention to foreclose its lien to collect the
 231 unpaid assessments. The notice must be in substantially the
 232 following form:
 233

234 DELINQUENT ASSESSMENT

235 This letter is to inform you a Claim of Lien has been
236 filed against your property because you have not paid
237 the ...(type of assessment)... assessment to ...(name
238 of association).... The association intends to
239 foreclose the lien and collect the unpaid amount
240 within 30 days of this letter being provided to you.

241
242 You owe the interest accruing from ...(month/year)...
243 to the present. As of the date of this letter, the
244 total amount due with interest is \$..... All costs of
245 any action and interest from this day forward will
246 also be charged to your account.

247
248 Any questions concerning this matter should be
249 directed to ...(insert name, addresses, and telephone
250 numbers of association representative)....

251
252 If this notice is not given at least 30 days before the
253 foreclosure action is filed, and if the unpaid assessments,
254 including those coming due after the claim of lien is recorded,
255 are paid before the entry of a final judgment of foreclosure,
256 the association shall not recover attorney's fees or costs. The
257 notice must be given by delivery of a copy of it to the unit
258 owner or by certified or registered mail, return receipt
259 requested, addressed to the unit owner at his or her last known
260 address; and, upon such mailing, the notice shall be deemed to

261 have been given, and the court shall proceed with the
262 foreclosure action and may award attorney's fees and costs as
263 permitted by law. The notice requirements of this subsection are
264 satisfied if the unit owner records a notice of contest of lien
265 as provided in subsection (5). The notice requirements of this
266 subsection do not apply if an action to foreclose a mortgage on
267 the condominium unit is pending before any court; if the rights
268 of the association would be affected by such foreclosure; and if
269 actual, constructive, or substitute service of process has been
270 made on the unit owner.

271 Section 4. Subsection (4) of section 718.121, Florida
272 Statutes, is amended to read:

273 718.121 Liens.—

274 (4) Except as otherwise provided in this chapter, no lien
275 may be filed by the association against a condominium unit until
276 30 days after the date on which a notice of intent to file a
277 lien has been delivered to the owner by registered or certified
278 mail, return receipt requested, and by first-class United States
279 mail to the owner at his or her last address as reflected in the
280 records of the association, if the address is within the United
281 States, and delivered to the owner at the address of the unit if
282 the owner's address as reflected in the records of the
283 association is not the unit address. If the address reflected in
284 the records is outside the United States, sending the notice to
285 that address and to the unit address by first-class United
286 States mail is sufficient. Delivery of the notice shall be

287 deemed given upon mailing as required by this subsection. The
 288 notice must be in substantially the following form:

290 NOTICE OF INTENT TO RECORD A CLAIM OF LIEN

291
 292 RE: Unit of ...(name of association)...

293
 294 The following amounts are currently due on your
 295 account to ...(name of association)..., and must be
 296 paid within 30 days after your receipt of this letter.
 297 This letter shall serve as the association's notice of
 298 intent to record a Claim of Lien against your property
 299 no sooner than 30 days after your receipt of this
 300 letter, unless you pay in full the amounts set forth
 301 below:

303	<u>Maintenance due ...(dates)...</u>	<u>\$.....</u>
304	<u>Late fee, if applicable</u>	<u>\$.....</u>
305	<u>Interest through ...(dates)...*</u>	<u>\$.....</u>
306	<u>Certified mail charges</u>	<u>\$.....</u>
307	<u>Other costs</u>	<u>\$.....</u>
308	<u>TOTAL OUTSTANDING</u>	<u>\$.....</u>

309
 310 *Interest accrues at the rate of \$.... per day.

311 Section 5. Subsections (3) and (4) of section 719.108,
 312 Florida Statutes, are amended to read:

313 719.108 Rents and assessments; liability; lien and
 314 priority; interest; collection; cooperative ownership.—

315 (3) Rents and assessments, and installments on them, not
 316 paid when due bear interest at the rate provided in the
 317 cooperative documents from the date due until paid. This rate
 318 may not exceed the rate allowed by law and, if a rate is not
 319 provided in the cooperative documents, accrues at 18 percent per
 320 annum. If the cooperative documents or bylaws so provide, the
 321 association may charge an administrative late fee in addition to
 322 such interest, not to exceed the greater of \$25 or 5 percent of
 323 each installment of the assessment for each delinquent
 324 installment that the payment is late. The association may also
 325 recover from the unit owner any reasonable charges imposed upon
 326 the association under a written contract with its management or
 327 bookkeeping company, or collection agent, incurred in connection
 328 with collecting a delinquent assessment. Any payment received by
 329 an association must be applied first to any interest accrued by
 330 the association, then to any administrative late fee, then to
 331 any costs and reasonable attorney ~~attorney's~~ fees incurred in
 332 collection, then to any reasonable costs for collection services
 333 contracted by the association, and then to the delinquent
 334 assessment. The foregoing applies notwithstanding any
 335 restrictive endorsement, designation, or instruction placed on
 336 or accompanying a payment. A late fee is not subject to chapter
 337 687 or s. 719.303(4).

338 (4) The association has a lien on each cooperative parcel

339 for any unpaid rents and assessments, plus interest, authorized
 340 administrative late fees and any reasonable costs for collection
 341 services contracted by the association, and any authorized
 342 administrative late fees. If authorized by the cooperative
 343 documents, the lien also secures reasonable attorney ~~attorney's~~
 344 fees incurred by the association and all reasonable collection
 345 costs incident to the collection of the rents and assessments or
 346 enforcement of such lien. The lien is effective from and after
 347 recording a claim of lien in the public records in the county in
 348 which the cooperative parcel is located which states the
 349 description of the cooperative parcel, the name of the unit
 350 owner, the amount due, and the due dates. ~~The lien expires if a~~
 351 ~~claim of lien is not filed within 1 year after the date the~~
 352 ~~assessment was due, and the lien does not continue for longer~~
 353 ~~than 1 year after the claim of lien has been recorded unless,~~
 354 ~~within that time, an action to enforce the lien is commenced.~~
 355 Except as otherwise provided in this chapter, a lien may not be
 356 filed by the association against a cooperative parcel until 30
 357 days after the date on which a notice of intent to file a lien
 358 has been delivered to the owner.

359 (a) The notice must be sent to the unit owner at the
 360 address of the unit by first-class United States mail and the
 361 notice must be in substantially the following form:

362
 363 NOTICE OF INTENT TO RECORD A CLAIM OF LIEN
 364

365 RE: Unit ... (unit number) ... of ... (name of
 366 cooperative) ...

367
 368 The following amounts are currently due on your
 369 account to ... (name of association) ..., and must be
 370 paid within 30 days after your receipt of this letter.
 371 This letter shall serve as the association's notice of
 372 intent to record a Claim of Lien against your property
 373 no sooner than 30 days after your receipt of this
 374 letter, unless you pay in full the amounts set forth
 375 below:

377	<u>Maintenance due ... (dates) ...</u>	<u>\$.....</u>
378	<u>Late fee, if applicable</u>	<u>\$.....</u>
379	<u>Interest through ... (dates) ...*</u>	<u>\$.....</u>
380	<u>Certified mail charges</u>	<u>\$.....</u>
381	<u>Other costs</u>	<u>\$.....</u>
382	<u>TOTAL OUTSTANDING</u>	<u>\$.....</u>

383
 384 *Interest accrues at the rate of \$.... per day.

385 1. If the most recent address of the unit owner on the
 386 records of the association is the address of the unit, the
 387 notice must be sent by ~~registered or~~ certified mail, return
 388 receipt requested, to the unit owner at the address of the unit.

389 2. If the most recent address of the unit owner on the
 390 records of the association is in the United States, but is not

391 the address of the unit, the notice must be sent by ~~registered~~
392 ~~or~~ certified mail, return receipt requested, to the unit owner
393 at his or her most recent address.

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

398 (b) A notice that is sent pursuant to this subsection is
399 deemed delivered upon mailing. A claim of lien must be executed
400 and acknowledged by an officer or authorized agent of the
401 association. The lien is not effective 1 year after the claim of
402 lien was recorded unless, within that time, an action to enforce
403 the lien is commenced. The 1-year period is automatically
404 extended for any length of time during which the association is
405 prevented from filing a foreclosure action by an automatic stay
406 resulting from a bankruptcy petition filed by the parcel owner
407 or any other person claiming an interest in the parcel. The
408 claim of lien secures all unpaid rents and assessments that are
409 due and that may accrue after the claim of lien is recorded and
410 through the entry of a final judgment, as well as interest and
411 all reasonable costs and attorney fees incurred by the
412 association incident to the collection process. Upon payment in
413 full, the person making the payment is entitled to a
414 satisfaction of the lien.

415 (c) By recording a notice in substantially the following
416 form, a unit owner or the unit owner's agent or attorney may

417 require the association to enforce a recorded claim of lien
 418 against his or her cooperative parcel:

419

420 NOTICE OF CONTEST OF LIEN

421

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

423

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

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

433

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

443 for any length of time during which the association is prevented
 444 from filing its action because of an automatic stay resulting
 445 from the filing of a bankruptcy petition by the unit owner or by
 446 any other person claiming an interest in the parcel.

447 (d) A release of lien must be in substantially the
 448 following form:

450 RELEASE OF LIEN

451 The undersigned lienor, in consideration of the final payment in
 452 the amount of \$...., hereby waives and releases its lien and
 453 right to claim a lien for unpaid assessments through,
 454 ...(year)..., recorded in the Official Records Book at Page
 455, of the public records of County, Florida, for the
 456 following described real property:

457
 458 THAT COOPERATIVE PARCEL WHICH INCLUDES UNIT NO.
 459 OF ... (NAME OF COOPERATIVE) ..., A COOPERATIVE AS SET
 460 FORTH IN THE COOPERATIVE DOCUMENTS AND THE EXHIBITS
 461 ANNEXED THERETO AND FORMING A PART THEREOF, RECORDED
 462 IN OFFICIAL RECORDS BOOK, PAGE, OF THE
 463 PUBLIC RECORDS OF COUNTY, FLORIDA.

465 ..(Signature of Authorized Agent).. ..(Signature of Witness)..

466 ..(Print Name).. ..(Print Name)..

467
 468 ..(Signature of Witness)..

469 ..(Print Name)..

470

471 Sworn to (or affirmed) and subscribed before me this day of

472, ...(year)..., by ...(name of person making statement)....

473 ..(Signature of Notary Public)..

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

475 Personally Known.... OR Produced.... as identification.

476 Section 6. Subsections (1), (3), (4), and (5) of section
477 720.3085, Florida Statutes, are amended to read:

478 720.3085 Payment for assessments; lien claims.—

479 (1) When authorized by the governing documents, the
480 association has a lien on each parcel to secure the payment of
481 assessments and other amounts provided for by this section.
482 Except as otherwise set forth in this section, the lien is
483 effective from and shall relate back to the date on which the
484 original declaration of the community was recorded. However, as
485 to first mortgages of record, the lien is effective from and
486 after recording of a claim of lien in the public records of the
487 county in which the parcel is located. This subsection does not
488 bestow upon any lien, mortgage, or certified judgment of record
489 on July 1, 2008, including the lien for unpaid assessments
490 created in this section, a priority that, by law, the lien,
491 mortgage, or judgment did not have before July 1, 2008.

492 (a) To be valid, a claim of lien must state the
493 description of the parcel, the name of the record owner, the
494 name and address of the association, the assessment amount due,

495 and the due date. The claim of lien secures all unpaid
 496 assessments that are due and that may accrue subsequent to the
 497 recording of the claim of lien and before entry of a certificate
 498 of title, as well as interest, late charges, and reasonable
 499 collection costs and attorney ~~attorney's~~ fees incurred by the
 500 association incident to the collection process. The person
 501 making payment is entitled to a satisfaction of the lien upon
 502 payment in full.

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

507 NOTICE OF CONTEST OF LIEN

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

509 You are notified that the undersigned contests the claim of lien
 510 filed by you on, ...(year)..., and recorded in Official
 511 Records Book at page, of the public records of
 512 County, Florida, and that the time within which you may file
 513 suit to enforce your lien is limited to 90 days following the
 514 date of service of this notice. Executed this day of,
 515 ...(year)....

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

517 After the notice of a contest of lien has been recorded, the
 518 clerk of the circuit court shall mail a copy of the recorded
 519 notice to the association by certified mail, return receipt
 520 requested, at the address shown in the claim of lien or the most

521 recent amendment to it and shall certify to the service on the
 522 face of the notice. Service is complete upon mailing. After
 523 service, the association has 90 days in which to file an action
 524 to enforce the lien and, if the action is not filed within the
 525 90-day period, the lien is void. However, the 90-day period
 526 shall be extended for any length of time that the association is
 527 prevented from filing its action because of an automatic stay
 528 resulting from the filing of a bankruptcy petition by the parcel
 529 owner or by any other person claiming an interest in the parcel.

530 (c) The association may bring an action in its name to
 531 foreclose a lien for assessments in the same manner in which a
 532 mortgage of real property is foreclosed and may also bring an
 533 action to recover a money judgment for the unpaid assessments
 534 without waiving any claim of lien. The association is entitled
 535 to recover its reasonable attorney's fees incurred in an action
 536 to foreclose a lien or an action to recover a money judgment for
 537 unpaid assessments.

538 (d) A release of lien must be in substantially the
 539 following form:

541 RELEASE OF LIEN

542 The undersigned lienor, in consideration of the final payment in
 543 the amount of \$...., hereby waives and releases its lien and
 544 right to claim a lien for unpaid assessments through,
 545 ...(year)..., recorded in the Official Records Book at Page
 546, of the public records of County, Florida, for the

547 following described real property:

548

549 (PARCEL NO. OR LOT AND BLOCK) OF ...(subdivision
 550 name)...SUBDIVISION AS SHOWN IN THE PLAT THEREOF,
 551 RECORDED AT PLAT BOOK, PAGE, OF THE OFFICIAL
 552 RECORDS OFCOUNTY, FLORIDA.

553

554 (or insert appropriate metes and bounds description
 555 here)

556

557 ..(Signature of Authorized Agent).. ..(Signature of Witness)..

558 ..(Print Name).. ..(Print Name)..

559

560 ..(Signature of Witness)..

561 ..(Print Name)..

562

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

565 ..(Signature of Notary Public)..

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

567 Personally Known.... OR Produced.... as identification.

568 (e)-(d) If the parcel owner remains in possession of the
 569 parcel after a foreclosure judgment has been entered, the court
 570 may require the parcel owner to pay a reasonable rent for the
 571 parcel. If the parcel is rented or leased during the pendency of
 572 the foreclosure action, the association is entitled to the

573 appointment of a receiver to collect the rent. The expenses of
574 the receiver must be paid by the party who does not prevail in
575 the foreclosure action.

576 (f)~~(e)~~ The association may purchase the parcel at the
577 foreclosure sale and hold, lease, mortgage, or convey the
578 parcel.

579 (3) Assessments and installments on assessments that are
580 not paid when due bear interest from the due date until paid at
581 the rate provided in the declaration of covenants or the bylaws
582 of the association, which rate may not exceed the rate allowed
583 by law. If no rate is provided in the declaration or bylaws,
584 interest accrues at the rate of 18 percent per year.

585 (a) If the declaration or bylaws so provide, the
586 association may also charge an administrative late fee not to
587 exceed the greater of \$25 or 5 percent of the amount of each
588 installment that is paid past the due date. The association may
589 also recover from the parcel owner any reasonable charges
590 imposed upon the association under a written contract with its
591 management or bookkeeping company, or collection agent, incurred
592 in connection with collecting a delinquent assessment.

593 (b) Any payment received by an association and accepted
594 shall be applied first to any interest accrued, then to any
595 administrative late fee, then to any costs and reasonable
596 attorney ~~attorney's~~ fees incurred in collection, then to any
597 reasonable costs for collection services contracted for by the
598 association, and then to the delinquent assessment. This

599 paragraph applies notwithstanding any restrictive endorsement,
 600 designation, or instruction placed on or accompanying a payment.
 601 A late fee is not subject to the provisions of chapter 687 and
 602 is not a fine.

603 (4) A homeowners' association may not file a record of
 604 lien against a parcel for unpaid assessments unless a written
 605 notice or demand for past due assessments as well as any other
 606 amounts owed to the association pursuant to its governing
 607 documents has been made by the association. The written notice
 608 or demand must:

609 (a) Provide the owner with 45 days following the date the
 610 notice is deposited in the mail to make payment for all amounts
 611 due, including, but not limited to, any attorney's fees and
 612 actual costs associated with the preparation and delivery of the
 613 written demand. The notice must be in substantially the
 614 following form:

616 NOTICE OF INTENT TO RECORD A CLAIM OF LIEN

617
 618 RE: Parcel or (lot/block)...(lot/parcel number)... of
 619 ...(name of association)...

620
 621 The following amounts are currently due on your
 622 account to ...(name of association)..., and must be
 623 paid within 45 days after your receipt of this letter.
 624 This letter shall serve as the association's notice of

625 intent to record a Claim of Lien against your property
 626 no sooner than 45 days after your receipt of this
 627 letter, unless you pay in full the amounts set forth
 628 below:

630	<u>Maintenance due ... (dates)...</u>	<u>\$.....</u>
631	<u>Late fee, if applicable</u>	<u>\$.....</u>
632	<u>Interest through ... (dates) ...*</u>	<u>\$.....</u>
633	<u>Certified mail charges</u>	<u>\$.....</u>
634	<u>Other costs</u>	<u>\$.....</u>
635	<u>TOTAL OUTSTANDING</u>	<u>\$.....</u>

636
 637 *Interest accrues at the rate of \$.... per day.

638 (b) Be sent by registered or certified mail, return
 639 receipt requested, and by first-class United States mail to the
 640 parcel owner at his or her last address as reflected in the
 641 records of the association, if the address is within the United
 642 States, and to the parcel owner subject to the demand at the
 643 address of the parcel if the owner's address as reflected in the
 644 records of the association is not the parcel address. If the
 645 address reflected in the records is outside the United States,
 646 then sending the notice to that address and to the parcel
 647 address by first-class United States mail is sufficient.

648 (5) The association may bring an action in its name to
 649 foreclose a lien for unpaid assessments secured by a lien in the
 650 same manner that a mortgage of real property is foreclosed and

651 may also bring an action to recover a money judgment for the
 652 unpaid assessments without waiving any claim of lien. The action
 653 to foreclose the lien may not be brought until 45 days after the
 654 parcel owner has been provided notice of the association's
 655 intent to foreclose and collect the unpaid amount. The notice
 656 must be given in the manner provided in paragraph (4) (b), and
 657 the notice may not be provided until the passage of the 45 days
 658 required in paragraph (4) (a). The notice must be in
 659 substantially the following form:

661 DELINQUENT ASSESSMENT

662 This letter is to inform you a Claim of Lien has been filed
 663 against your property because you have not paid the ... (type of
 664 assessment)... assessment to ... (name of association).... The
 665 association intends to foreclose the lien and collect the unpaid
 666 amount within 45 days of this letter being provided to you.

667
 668 You owe the interest accruing from ... (month/year)... to the
 669 present. As of the date of this letter, the total amount due
 670 with interest is \$..... All costs of any action and interest
 671 from this day forward will also be charged to your account.

672
 673 Any questions concerning this matter should be directed to
 674 (insert name, addresses, and telephone numbers of association
 675 representative).

676 (a) The association may recover any interest, late

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677 | charges, costs, and reasonable attorney's fees incurred in a
678 | lien foreclosure action or in an action to recover a money
679 | judgment for the unpaid assessments.

680 | (b) The time limitations in this subsection do not apply
681 | if the parcel is subject to a foreclosure action or forced sale
682 | of another party, or if an owner of the parcel is a debtor in a
683 | bankruptcy proceeding.

684 | Section 7. This act shall take effect July 1, 2014.