

1 A bill to be entitled

2 An act relating to residential properties; amending
3 ss. 718.116, 719.108, and 720.30851, F.S.; providing
4 requirements relating to the request for an estoppel
5 certificate by a unit or parcel owner or a unit or
6 parcel mortgagee; providing that the association
7 waives the right to collect any moneys owed in excess
8 of the amounts set forth in the estoppel certificate
9 under certain conditions; providing that the
10 association waives any claim against a person or
11 entity who would have relied in good faith upon the
12 estoppel certificate under certain conditions;
13 providing and revising estoppel certificate fee and
14 supplemental fee requirements; deleting provisions
15 relating to expedited court action to compel issuance
16 of an estoppel certificate; amending s. 718.303, F.S.;
17 revising requirements for the suspension of a unit's
18 or member's voting rights; prohibiting a receiver from
19 exercising voting rights of any unit placed in
20 receivership; providing an effective date.

21
22 Be It Enacted by the Legislature of the State of Florida:

23
24 Section 1. Subsection (8) of section 718.116, Florida
25 Statutes, is amended to read:

26 718.116 Assessments; liability; lien and priority;

27 interest; collection.—

28 (8) Within 10 ~~15~~ days after receiving a written request
 29 for an estoppel certificate ~~therefor~~ from a unit owner or his or
 30 her designee, or a unit mortgagee or his or her designee, the
 31 association shall deliver by mail, hand, or electronic means an
 32 estoppel ~~provide a~~ certificate signed by an officer or agent of
 33 the association. The estoppel certificate must be dated as of
 34 the date it is delivered, must be valid for at least 30 days,
 35 and must state ~~stating~~ all assessments and other moneys,
 36 including costs and reasonable attorney fees incurred by the
 37 association incident to the collection process as authorized by
 38 subsection (3) and paragraph (5) (b), that are owed to the
 39 association by the unit owner with respect to the unit, as
 40 reflected in records maintained pursuant to s. 718.111(12),
 41 through a date that is at least 30 days after the date of the
 42 estoppel certificate ~~condominium parcel.~~

43 (a) An association waives the right to collect any moneys
 44 owed in excess of the amounts set forth in the estoppel
 45 certificate from any person who in good faith relies upon the
 46 estoppel certificate and from that person's successors and
 47 assigns ~~Any person other than the owner who relies upon such~~
 48 ~~certificate shall be protected thereby.~~

49 (b) If an association receives a written request for an
 50 estoppel certificate from a unit owner or his or her designee,
 51 or a unit mortgagee or his or her designee, and fails to deliver
 52 an estoppel certificate as required by this section, the

53 association waives, as to any person who would have in good
54 faith relied on the estoppel certificate and as to that person's
55 successors and assigns, any claim, including a claim for a lien
56 against the unit, for any amounts owed to the association that
57 should have been shown on the estoppel certificate ~~A summary~~
58 ~~proceeding pursuant to s. 51.011 may be brought to compel~~
59 ~~compliance with this subsection, and in any such action the~~
60 ~~prevailing party is entitled to recover reasonable attorney's~~
61 ~~fees.~~

62 (c) Notwithstanding any limitation on transfer fees
63 contained in s. 718.112(2)(i), an ~~the~~ association or its
64 ~~authorized~~ agent may charge an estoppel certificate ~~a reasonable~~
65 ~~fee~~ as provided in this paragraph for the preparation and
66 delivery of the estoppel certificate. The amount of the estoppel
67 certificate fee must be included on the estoppel certificate. If
68 the estoppel certificate is requested in conjunction with the
69 sale or refinancing of a unit, the estoppel certificate fee and
70 any supplemental estoppel certificate fees pursuant to this
71 paragraph shall be due and payable no earlier than the closing
72 of the sale or refinancing, and shall be paid from closing
73 settlement proceeds. If the closing does not occur within 60
74 days after the date the estoppel certificate is delivered, the
75 estoppel certificate fee is the obligation of the unit owner and
76 the association may collect the estoppel certificate fee only in
77 the same manner as an assessment against the unit owner as set
78 forth in this section. The preparation and delivery of an

79 estoppel certificate may not be conditioned upon the payment of
80 any other fees. The estoppel certificate fee shall be a
81 reasonable amount, not to exceed \$300, to be determined by the
82 cost of providing the information. However, one or more of the
83 following supplemental estoppel certificate fees may be added:

84 1. If the unit owner is delinquent with respect to moneys
85 owed to the association, and the association has referred the
86 account to an attorney or other agent for collection, an
87 additional estoppel certificate fee not to exceed \$50 may be
88 charged.

89 2. If a request to expedite delivery of the estoppel
90 certificate is made and the estoppel certificate is delivered no
91 later than the date requested, an additional estoppel
92 certificate fee not to exceed \$50 may be charged.

93 3. If an additional estoppel certificate is requested
94 within 30 days after the most recently delivered estoppel
95 certificate, an additional estoppel certificate fee not to
96 exceed \$50 for each such estoppel certificate may be charged.

97 (d) If estoppel certificates for multiple units owned by
98 the same unit owner are simultaneously requested from the same
99 association and there are no past due monetary obligations owed
100 to the association, the statement of moneys due for those units
101 may be delivered in one or more estoppel certificates, and,
102 though the estoppel certificate fee for each unit shall be
103 computed as set forth in paragraph (c), the total estoppel
104 certificate fee that the association may charge for the

105 preparation and delivery of the estoppel certificate or estoppel
106 certificates may not exceed, in the aggregate:

- 107 1. For 25 or fewer units, \$750.
108 2. For 26 to 50 units, \$1,000.
109 3. For 51 to 100 units, \$1,500.
110 4. For more than 100 units, \$2,500.

111 (e)-(d) The authority to charge a fee for the estoppel
112 certificate shall be established by a written resolution adopted
113 by the board or provided by a written management, bookkeeping,
114 or maintenance contract ~~and is payable upon the preparation of~~
115 ~~the certificate. If the certificate is requested in conjunction~~
116 ~~with the sale or mortgage of a unit but the closing does not~~
117 ~~occur and no later than 30 days after the closing date for which~~
118 ~~the certificate was sought the preparer receives a written~~
119 ~~request, accompanied by reasonable documentation, that the sale~~
120 ~~did not occur from a payor that is not the unit owner, the fee~~
121 ~~shall be refunded to that payor within 30 days after receipt of~~
122 ~~the request. The refund is the obligation of the unit owner, and~~
123 ~~the association may collect it from that owner in the same~~
124 ~~manner as an assessment as provided in this section.~~

125 Section 2. Subsection (5) of section 718.303, Florida
126 Statutes, is amended, and subsection (7) is added to that
127 section, to read:

128 718.303 Obligations and rights of owners and occupants;
129 remedies.—

130 (5) An association may suspend the voting rights of a unit

131 or member due to nonpayment of any monetary obligation due to
132 the association which is more than \$500 and more than 90 days
133 delinquent. A voting interest or consent right allocated to a
134 unit or member which has been suspended by the association may
135 not be counted towards the total number of voting interests
136 necessary to constitute a quorum, the number of voting interests
137 required to conduct an election, or the number of voting
138 interests required to approve an action under this chapter or
139 pursuant to the declaration, articles of incorporation, or
140 bylaws. The suspension ends upon full payment of all obligations
141 currently due or overdue the association. The notice and hearing
142 requirements under subsection (3) do not apply to a suspension
143 imposed under this subsection.

144 (7) A receiver may not exercise voting rights of any unit
145 placed in receivership for the benefit of the association
146 pursuant to this chapter.

147 Section 3. Subsection (6) of section 719.108, Florida
148 Statutes, is amended to read:

149 719.108 Rents and assessments; liability; lien and
150 priority; interest; collection; cooperative ownership.—

151 (6) Within 10 ~~15~~ days after receiving a written request
152 for an estoppel certificate from ~~by~~ a unit owner or his or her
153 designee, or a unit mortgagee or his or her designee, the
154 association shall deliver by mail, hand, or electronic means an
155 estoppel ~~provide a certificate~~ signed by an officer or agent of
156 the association. The estoppel certificate must be dated as of

157 the date it is delivered, must be valid for at least 30 days,
 158 and must state ~~stating~~ all assessments and other moneys,
 159 including costs and reasonable attorney fees incurred by the
 160 association incident to the collection process as authorized by
 161 subsection (3) and paragraph (4) (b), that are owed to the
 162 association by the unit owner with respect to the cooperative
 163 parcel, as reflected in records maintained pursuant to s.
 164 719.104(2), through a date that is at least 30 days after the
 165 date of the estoppel certificate.

166 (a) An association waives the right to collect any moneys
 167 owed in excess of the amounts set forth in the estoppel
 168 certificate from any person who in good faith relies upon the
 169 estoppel certificate, and from that person's successors and
 170 assigns ~~Any person other than the unit owner who relies upon~~
 171 ~~such certificate shall be protected thereby.~~

172 (b) If an association receives a written request for an
 173 estoppel certificate from a unit owner or his or her designee,
 174 or a unit mortgagee or his or her designee, and fails to deliver
 175 an estoppel certificate as required by this section, the
 176 association waives, as to any person who would have in good
 177 faith relied on the estoppel certificate and as to that person's
 178 successors and assigns, any claim, including a claim for a lien
 179 against the unit, for any amounts owed to the association that
 180 should have been shown on the estoppel certificate.

181 (c) Notwithstanding any limitation on transfer fees
 182 contained in s. 719.106(1) (i), an ~~the~~ association or its

183 ~~authorized agent may charge an estoppel certificate a reasonable~~
184 ~~fee as provided in this paragraph for the preparation and~~
185 ~~delivery of the estoppel certificate. The amount of the estoppel~~
186 ~~certificate fee must be included on the estoppel certificate. If~~
187 ~~the estoppel certificate is requested in conjunction with the~~
188 ~~sale or refinancing of a unit, the estoppel certificate fee and~~
189 ~~any supplemental estoppel certificate fees pursuant to this~~
190 ~~paragraph shall be due and payable no earlier than the closing~~
191 ~~of the sale or refinancing, and shall be paid from closing~~
192 ~~settlement proceeds. If the closing does not occur within 60~~
193 ~~days after the date the estoppel certificate is delivered, the~~
194 ~~estoppel certificate fee is the obligation of the unit owner and~~
195 ~~the association may collect the estoppel certificate fee only in~~
196 ~~the same manner as an assessment against the unit owner as set~~
197 ~~forth in this section. The preparation and delivery of an~~
198 ~~estoppel certificate may not be conditioned upon the payment of~~
199 ~~any other fees. The estoppel certificate fee shall be a~~
200 ~~reasonable amount, not to exceed \$300, to be determined by the~~
201 ~~cost of providing the information. However, one or more of the~~
202 ~~following supplemental estoppel certificate fees may be added:~~
203 1. If the unit owner is delinquent with respect to moneys
204 owed to the association, and the association has referred the
205 account to an attorney or other agent for collection, an
206 additional estoppel certificate fee not to exceed \$50 may be
207 charged.
208 2. If a request to expedite delivery of the estoppel

209 certificate is made and the estoppel certificate is delivered no
210 later than the date requested, an additional estoppel
211 certificate fee not to exceed \$50 may be charged.

212 3. If an additional estoppel certificate is requested
213 within 30 days after the most recently delivered estoppel
214 certificate, an additional estoppel certificate fee not to
215 exceed \$50 for each such estoppel certificate may be charged.

216 (d) If estoppel certificates for multiple units owned by
217 the same unit owner are simultaneously requested from the same
218 association and there are no past due monetary obligations owed
219 to the association, the statement of moneys due for those units
220 may be delivered in one or more estoppel certificates, and,
221 though the estoppel certificate fee for each unit shall be
222 computed as set forth in paragraph (c), the total estoppel
223 certificate fee that the association may charge for the
224 preparation and delivery of the estoppel certificate or estoppel
225 certificates may not exceed, in the aggregate:

226 1. For 25 or fewer units, \$750.

227 2. For 26 to 50 units, \$1,000.

228 3. For 51 to 100 units, \$1,500.

229 4. For more than 100 units, \$2,500.

230 (e) The authority to charge a fee for the estoppel
231 certificate shall be established by a written resolution adopted
232 by the board or provided by a written management, bookkeeping,
233 or maintenance contract.

234 Section 4. Section 720.30851, Florida Statutes, is amended

235 to read:

236 720.30851 Estoppel certificates.—Within 10 ~~15~~ days after
237 receiving the date on which a written request for an estoppel
238 certificate is received from a parcel owner or his or her
239 designee, or a parcel mortgagee, or his or her designee, the
240 association shall deliver by mail, hand, or electronic means an
241 estoppel ~~provide~~ a certificate signed by an officer or
242 ~~authorized~~ agent of the association. The estoppel certificate
243 must be dated as of the date it is delivered, must be valid for
244 at least 30 days, and must state ~~stating~~ all assessments and
245 other moneys, including costs and reasonable attorney fees
246 incurred by the association incident to the collection process
247 as authorized by s. 720.3085, that are owed to the association
248 by the parcel owner or parcel mortgagee with respect to the
249 parcel, as reflected in records maintained pursuant to s.
250 720.303(4), through a date that is at least 30 days after the
251 date of the estoppel certificate. An association may charge a
252 fee for the preparation of such certificate, and the amount of
253 such fee must be stated on the certificate.

254 (1) An association waives the right to collect any moneys
255 owed in excess of the amounts set forth in the estoppel
256 certificate from any person who in good faith relies upon the
257 estoppel certificate, and from that person's successors and
258 assigns ~~Any person other than a parcel owner who relies upon a~~
259 ~~certificate receives the benefits and protection thereof.~~

260 (2) If an association receives a written request for an

261 estoppel certificate from a parcel owner or his or her designee,
 262 or a parcel mortgagee or his or her designee, and fails to
 263 deliver an estoppel certificate as required by this section, the
 264 association waives, as to any person who would have in good
 265 faith relied on the estoppel certificate and as to that person's
 266 successors and assigns, any claim, including a claim for a lien
 267 against the parcel, for any amounts owed to the association that
 268 should have been shown on the estoppel certificate ~~A summary~~
 269 ~~proceeding pursuant to s. 51.011 may be brought to compel~~
 270 ~~compliance with this section, and the prevailing party is~~
 271 ~~entitled to recover reasonable attorney's fees.~~

272 (3) An association or its agent may charge an estoppel
 273 certificate fee as provided in this subsection for the
 274 preparation and delivery of the estoppel certificate. The amount
 275 of the estoppel certificate fee must be included on the estoppel
 276 certificate. If the estoppel certificate is requested in
 277 conjunction with the sale or refinancing of a parcel, the
 278 estoppel certificate fee and any supplemental estoppel
 279 certificate fees pursuant to this subsection shall be due and
 280 payable no earlier than the closing of the sale or refinancing,
 281 and shall be paid from the closing settlement proceeds. If the
 282 closing does not occur within 60 days after the date the
 283 estoppel certificate is delivered, the estoppel certificate fee
 284 is the obligation of the parcel owner and the association may
 285 collect the estoppel certificate fee only in the same manner as
 286 an assessment against the parcel owner as set forth in s.

287 720.3085. The preparation and delivery of an estoppel
288 certificate may not be conditioned upon the payment of any other
289 fees. The estoppel certificate fee shall be a reasonable amount,
290 not to exceed \$300, to be determined by the cost of providing
291 the information. However, one or more of the following
292 supplemental estoppel certificate fees may be added:

293 (a) If the parcel owner is delinquent with respect to
294 moneys owed to the association, and the association has referred
295 the account to an attorney or other agent for collection, an
296 additional estoppel certificate fee not to exceed \$50 may be
297 charged.

298 (b) If a request to expedite delivery of the estoppel
299 certificate is made and the estoppel certificate is delivered no
300 later than the date requested, an additional estoppel
301 certificate fee not to exceed \$50 may be charged.

302 (c) If an additional estoppel certificate is requested
303 within 30 days after the most recently delivered estoppel
304 certificate, an additional estoppel certificate fee not to
305 exceed \$50 for each such estoppel certificate may be charged.

306 (4) If estoppel certificates for multiple parcels owned by
307 the same parcel owner are simultaneously requested from the same
308 association and there are no past due monetary obligations owed
309 to the association, the statement of moneys due for those
310 parcels may be delivered in one or more estoppel certificates,
311 and, though the estoppel certificate fee for each parcel shall
312 be computed as set forth in subsection (3), the total estoppel

313 certificate fee that the association may charge for the
314 preparation and delivery of the estoppel certificate or estoppel
315 certificates may not exceed, in the aggregate:

316 (a) For 25 or fewer parcels, \$750.

317 (b) For 26 to 50 parcels, \$1,000.

318 (c) For 51 to 100 parcels, \$1,500.

319 (d) For more than 100 parcels, \$2,500.

320 (5) The authority to charge a fee for the estoppel
321 certificate shall be established by a written resolution adopted
322 by the board or provided by a written management, bookkeeping,
323 or maintenance contract and is payable upon the preparation of
324 the certificate. If the certificate is requested in conjunction
325 with the sale or mortgage of a parcel but the closing does not
326 occur and no later than 30 days after the closing date for which
327 the certificate was sought the preparer receives a written
328 request, accompanied by reasonable documentation, that the sale
329 did not occur from a payor that is not the parcel owner, the fee
330 shall be refunded to that payor within 30 days after receipt of
331 the request. The refund is the obligation of the parcel owner,
332 and the association may collect it from that owner in the same
333 manner as an assessment as provided in this section.

334 Section 5. This act shall take effect July 1, 2015.