



164802

LEGISLATIVE ACTION

Senate	.	House
Comm: RS	.	
03/15/2017	.	
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The Committee on Judiciary (Passidomo) recommended the following:

Senate Amendment (with title amendment)

Delete lines 149 - 552

and insert:

estoppel certificate.

(e)~~(b)~~ A summary proceeding pursuant to s. 51.011 may be brought to compel compliance with this subsection, and in any such action the prevailing party is entitled to recover reasonable attorney ~~attorney's~~ fees.

(f)~~(e)~~ Notwithstanding any limitation on transfer fees



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11 contained in s. 718.112(2)(i), an the association or its
12 authorized agent may charge a reasonable fee for the preparation
13 and delivery of an estoppel certificate, which may not exceed
14 \$200, if, on the date the certificate is issued, no delinquent
15 amounts are owed to the association for the applicable unit. If
16 an estoppel certificate is requested on an expedited basis and
17 delivered within 3 business days after the request, the
18 association may charge an additional fee of \$100. If a
19 delinquent amount is owed to the association for the applicable
20 unit, an additional fee for the estoppel certificate may not
21 exceed \$200 for the preparation of the certificate. The amount
22 of the fee must be included on the certificate.

23 (g) If estoppel certificates for multiple units owned by
24 the same owner are simultaneously requested from the same
25 association and there are no past due monetary obligations owed
26 to the association, the statement of moneys due for those units
27 may be delivered in one or more estoppel certificates, and, even
28 though the fee for each unit shall be computed as set forth in
29 paragraph (f), the total fee that the association may charge for
30 the preparation and delivery of the estoppel certificates may
31 not exceed, in the aggregate:

- 32 1. For 25 or fewer units, \$750.
- 33 2. For 26 to 50 units, \$1,000.
- 34 3. For 51 to 100 units, \$1,500.
- 35 4. For more than 100 units, \$2,500.

36 (h) ~~(d)~~ The authority to charge a fee for the preparation
37 and delivery of the estoppel certificate ~~shall~~ must be
38 established by a written resolution adopted by the board or
39 provided by a written management, bookkeeping, or maintenance



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40 contract and is payable upon the preparation of the certificate.
41 If the certificate is requested in conjunction with the sale or
42 mortgage of a unit but the closing does not occur and no later
43 than 30 days after the closing date for which the certificate
44 was sought the preparer receives a written request, accompanied
45 by reasonable documentation, that the sale did not occur from a
46 payor that is not the unit owner, the fee shall be refunded to
47 that payor within 30 days after receipt of the request. The
48 refund is the obligation of the unit owner, and the association
49 may collect it from that owner in the same manner as an
50 assessment as provided in this section. The right to
51 reimbursement may not be waived or modified by any contract or
52 agreement. The prevailing party in any action brought to enforce
53 a right of reimbursement shall be awarded damages and all
54 applicable attorney fees and costs.

55 Section 2. Subsection (6) of section 719.108, Florida
56 Statutes, is amended to read:

57 719.108 Rents and assessments; liability; lien and
58 priority; interest; collection; cooperative ownership.-

59 (6) Within 10 business ~~15~~ days after receiving a written or
60 electronic request for an estoppel certificate from a unit owner
61 or the unit owner's designee, or a unit mortgagee or the unit
62 mortgagee's designee, the association shall issue the estoppel
63 certificate. Each association shall designate on its website a
64 person or entity with a street or e-mail address for receipt of
65 a request for an estoppel certificate issued pursuant to this
66 section. The estoppel certificate must be provided by hand
67 delivery, regular mail, or e-mail to the requestor on the date
68 of issuance of the estoppel certificate.



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69 (a) The estoppel certificate must contain all of the
70 following information and must be substantially in the following
71 form:

72 1. Date of issuance:....

73 2. Name(s) of the unit owner(s) reflected in the books and
74 records of the association:....

75 3. Unit designation and address:....

76 4. Parking or garage space number, if any:....

77 5. Storage locker number, if any:....

78 6. Attorney's name and contact information if the account
79 is delinquent and has been turned over to an attorney for
80 collection. No fee may be charged for this information.

81 7. Fee for the preparation and delivery of the estoppel
82 certificate:....

83 8. Name of the requestor:....

84 9. Assessment information and other information:

85

86 ASSESSMENT INFORMATION:

87 a. The regular periodic assessment levied against the unit
88 is \$.... per ...(insert frequency of payment)....

89 b. The regular periodic assessment is paid through
90 ...(insert date paid through)....

91 c. The next installment of the regular periodic assessment
92 is due ...(insert due date)... in the amount of \$.....

93 d. An itemized list of all assessments, special
94 assessments, and other moneys owed by the unit owner on the date
95 of issuance to the association for a specific unit is provided.

96 e. An itemized list of any additional assessments, special
97 assessments, and other moneys that are scheduled to become due



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98 for each day after the date of issuance for the effective period
99 of the estoppel certificate is provided. In calculating the
100 amounts that are scheduled to become due, the association may
101 assume that any delinquent amounts will remain delinquent during
102 the effective period of the estoppel certificate.

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104 OTHER INFORMATION:

105 f. Is there a capital contribution fee, resale fee,
106 transfer fee, or other fee due? ... (Yes)... ... (No).... If yes,
107 specify the type and amount of the fee.

108 g. What is the amount, if any, of an association
109 application fee?

110 h. Is there a credit balance on the current account?
111 ... (Yes)... ... (No)....

112 i. Is there any violation of rule or regulation noticed to
113 the unit owner in the association official records? ... (Yes)...
114 ... (No)....

115 j. Do the rules and regulations of the association
116 applicable to the unit require approval by the board of
117 directors of the association for the transfer of the unit?
118 ... Yes... ... (No).... If yes, has the board approved the
119 transfer of the unit? ... (Yes)... ... (No)....

120 k. Do rules or regulations applicable to the unit provide
121 for a right of first refusal in favor of the members or
122 association? ... (Yes)... ... (No).... If yes, include applicable
123 rules or regulations.

124 l. Provide a list of utilities provided to the unit which
125 are included in the assessments paid to the association.

126 m. Provide a list of all recreational or land leases to the



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127 association affecting the unit.

128 n. Provide a list of, and contact information for, all
129 other associations of which the unit is a member.

130 o. Provide a description of any litigation or
131 administrative proceedings in which the association is a party.

132 p. Provide contact information for all insurance maintained
133 by the association.

134 q. Provide the signature of an officer or authorized agent
135 of the association.

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137 The association, at its option, may include additional
138 information in the estoppel certificate.

139 (b) An estoppel certificate that is hand delivered or sent
140 by electronic means has a 30-day effective period. An estoppel
141 certificate that is sent by regular mail has a 35-day effective
142 period. If additional information or a mistake related to the
143 estoppel certificate becomes known to the association within the
144 effective period, an amended estoppel certificate may be
145 delivered and becomes effective if a sale or refinancing of the
146 unit has not been completed during the effective period. A fee
147 may not be charged for an amended estoppel certificate. An
148 amended estoppel certificate must be delivered on the date of
149 issuance, and a new 30-day or 35-day effective period begins on
150 such date.

151 (c) An association waives the right to collect any moneys
152 owed in excess of the amounts specified in the estoppel
153 certificate from any person who in good faith relies upon the
154 estoppel certificate and from the person's successors and
155 assigns.



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156 (d) If an association receives a request for an estoppel
157 certificate from a unit owner or the unit owner's designee, or a
158 unit mortgagee or the unit mortgagee's designee, and fails to
159 deliver the estoppel certificate within 10 business days, a fee
160 may not be charged for the preparation and delivery of that
161 estoppel certificate.

162 (e) A summary proceeding pursuant to s. 51.011 may be
163 brought to compel compliance with this subsection, and in any
164 such action the prevailing party is entitled to recover
165 reasonable attorney fees.

166 (f) Notwithstanding any limitation on transfer fees
167 contained in s. 719.106(1)(i), an association or its authorized
168 agent may charge a reasonable fee for the preparation and
169 delivery of an estoppel certificate, which may not exceed \$200
170 if, on the date the certificate is issued, no delinquent amounts
171 are owed to the association for the applicable unit. If an
172 estoppel certificate is requested on an expedited basis and
173 delivered within 3 business days after the request, the
174 association may charge an additional fee of \$100. If a
175 delinquent amount is owed to the association for the applicable
176 unit, an additional fee for the estoppel certificate may not
177 exceed \$200.

178 (g) If estoppel certificates for multiple units owned by
179 the same owner are simultaneously requested from the same
180 association and there are no past due monetary obligations owed
181 to the association, the statement of moneys due for those units
182 may be delivered in one or more estoppel certificates, and, even
183 though the fee for each unit shall be computed as set forth in
184 paragraph (f), the total fee that the association may charge for



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185 the preparation and delivery of the estoppel certificates may
186 not exceed, in the aggregate:

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

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

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

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

191 (h) The authority to charge a fee for the preparation and
192 delivery of the estoppel certificate must be established by a
193 written resolution adopted by the board or provided by a written
194 management, bookkeeping, or maintenance contract and is payable
195 upon the preparation of the certificate. If the certificate is
196 requested in conjunction with the sale or mortgage of a parcel
197 but the closing does not occur and no later than 30 days after
198 the closing date for which the certificate was sought the
199 preparer receives a written request, accompanied by reasonable
200 documentation, that the sale did not occur from a payor that is
201 not the parcel owner, the fee shall be refunded to that payor
202 within 30 days after receipt of the request. The refund is the
203 obligation of the parcel owner, and the association may collect
204 it from that owner in the same manner as an assessment as
205 provided in this section by a unit owner or mortgagee, the
206 association shall provide a certificate stating all assessments
207 and other moneys owed to the association by the unit owner with
208 respect to the cooperative parcel. Any person other than the
209 unit owner who relies upon such certificate shall be protected
210 thereby. Notwithstanding any limitation on transfer fees
211 contained in s. 719.106(1)(i), the association or its authorized
212 agent may charge a reasonable fee for the preparation of the
213 certificate.



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214 Section 3. Section 720.30851, Florida Statutes, is amended
215 to read:

216 720.30851 Estoppel certificates.—Within 10 business 15 days
217 after receiving a written or electronic the date on which a
218 request for an estoppel certificate from a parcel owner or the
219 parcel owner's designee, or a parcel mortgagee or the parcel
220 mortgagee's designee, the association shall issue the estoppel
221 certificate. Each association shall designate on its website a
222 person or entity with a street or e-mail address for receipt of
223 a request for an estoppel certificate issued pursuant to this
224 section. The estoppel certificate must be provided by hand
225 delivery, regular mail, or e-mail to the requestor on the date
226 of issuance of the estoppel certificate.

227 (1) The estoppel certificate must contain all of the
228 following information and must be substantially in the following
229 form:

230 (a) Date of issuance:....

231 (b) Name(s) of the parcel owner(s) reflected in the books
232 and records of the association:....

233 (c) Parcel designation and address:....

234 (d) Parking or garage space number, if any:....

235 (e) Storage locker number, if any:....

236 (f) Attorney's name and contact information if the account
237 is delinquent and has been turned over to an attorney for
238 collection. No fee may be charged for this information.

239 (g) Fee for the preparation and delivery of the estoppel
240 certificate:....

241 (h) Name of the requestor:....

242 (i) Assessment information and other information:



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ASSESSMENT INFORMATION:

1. The regular periodic assessment levied against the parcel is \$... per ...(insert frequency of payment)....

2. The regular periodic assessment is paid through ...(insert date paid through)....

3. The next installment of the regular periodic assessment is due ...(insert due date)... in the amount of \$.....

4. An itemized list of all assessments, special assessments, and other moneys owed on the date of issuance to the association by the parcel owner for a specific parcel is provided.

5. An itemized list of any additional assessments, special assessments, and other moneys that are scheduled to become due for each day after the date of issuance for the effective period of the estoppel certificate is provided. In calculating the amounts that are scheduled to become due, the association may assume that any delinquent amounts will remain delinquent during the effective period of the estoppel certificate.

OTHER INFORMATION:

6. Is there a capital contribution fee, resale fee, transfer fee, or other fee due? ...(Yes)... ...(No).... If yes, specify the type and amount of the fee.

7. What is the amount, if any, of an association application fee?

8. Is there a credit balance on the current account? ...(Yes)... ...(No)....

9. Is there any violation of rule or regulation noticed to



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272 the parcel owner in the association official records?

273 ...(Yes)... ...(No)....

274 10. Do the rules and regulations of the association
275 applicable to the parcel require approval by the board of
276 directors of the association for the transfer of the parcel?

277 ...(Yes)... ...(No).... If yes, has the board approved the
278 transfer of the parcel? ...(Yes)... ...(No)....

279 11. Do rules or regulations applicable to the parcel
280 provide for a right of first refusal in favor of the members or
281 association? ...(Yes)... ...(No).... If yes, include applicable
282 rules or regulations.

283 12. Provide a list of utilities provided to the parcel
284 which are included in the assessments paid to the association.

285 13. Provide a list of all recreational or land leases to
286 the association affecting the parcel.

287 14. Provide a list of, and contact information for, all
288 other associations of which the parcel is a member.

289 15. Provide a description of any litigation or
290 administrative proceedings in which the association is a party.

291 16. Provide contact information for all insurance
292 maintained by the association.

293 17. Provide the signature of an officer or authorized agent
294 of the association.

295
296 The association, at its option, may include additional
297 information in the estoppel certificate.

298 (2) An estoppel certificate that is hand delivered or sent
299 by electronic means has a 30-day effective period. An estoppel
300 certificate that is sent by regular mail has a 35-day effective



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301 period. If additional information or a mistake related to the
302 estoppel certificate becomes known to the association within the
303 effective period, an amended estoppel certificate may be
304 delivered and becomes effective if a sale or refinancing of the
305 parcel has not been completed during the effective period. A fee
306 may not be charged for an amended estoppel certificate. An
307 amended estoppel certificate must be delivered on the date of
308 issuance, and a new 30-day or 35-day effective period begins on
309 such date.

310 (3) An association waives the right to collect any moneys
311 owed in excess of the amounts specified in the estoppel
312 certificate from any person who in good faith relies upon the
313 estoppel certificate and from the person's successors and
314 assigns.

315 (4) If an association receives a request for an estoppel
316 certificate from a parcel owner or the parcel owner's designee,
317 or a parcel mortgagee or the parcel mortgagee's designee, and
318 fails to deliver the estoppel certificate within 10 business
319 days, a fee may not be charged for the preparation and delivery
320 of that estoppel certificate ~~for an estoppel certificate is~~
321 ~~received from a parcel owner or mortgagee, or his or her~~
322 ~~designee, the association shall provide a certificate signed by~~
323 ~~an officer or authorized agent of the association stating all~~
324 ~~assessments and other moneys owed to the association by the~~
325 ~~parcel owner or mortgagee with respect to the parcel. An~~
326 ~~association may charge a fee for the preparation of such~~
327 ~~certificate, and the amount of such fee must be stated on the~~
328 ~~certificate.~~

329 ~~(1) Any person other than a parcel owner who relies upon a~~



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330 ~~certificate receives the benefits and protection thereof.~~

331 (5)~~(2)~~ A summary proceeding pursuant to s. 51.011 may be
332 brought to compel compliance with this section, and the
333 prevailing party is entitled to recover reasonable attorney
334 attorney's fees.

335 (6) An association or its authorized agent may charge a
336 reasonable fee for the preparation and delivery of an estoppel
337 certificate, which may not exceed \$200 if on the date the
338 certificate is issued, no delinquent amounts are owed to the
339 association for the applicable parcel. If an estoppel
340 certificate is requested on an expedited basis and delivered
341 within 3 business days after the request, the association may
342 charge an additional fee of \$100. If a delinquent amount is owed
343 to the association for the applicable parcel, an additional fee
344 for the estoppel certificate may not exceed \$200.

345 (7) If estoppel certificates for multiple parcels owned by
346 the same owner are simultaneously requested from the same
347 association and there are no past due monetary obligations owed
348 to the association, the statement of moneys due for those
349 parcels may be delivered in one or more estoppel certificates,
350 and, even though the fee for each parcel shall be computed as
351 set forth in subsection (6), the total fee that the association
352 may charge for the preparation and delivery of the estoppel
353 certificates may not exceed, in the aggregate:

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

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

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

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

358 (8)~~(3)~~ The authority to charge a fee for the preparation



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359 and delivery of the estoppel certificate ~~must~~ shall be
360 established by a written resolution adopted by the board or
361 provided by a written management, bookkeeping, or maintenance
362 contract and is payable upon the preparation of the certificate.
363 If the certificate is requested in conjunction with the sale or
364 mortgage of a parcel but the closing does not occur and no later
365 than 30 days after the closing date for which the certificate
366 was sought the preparer receives a written request, accompanied
367 by reasonable documentation, that the sale did not occur from a
368 payor that is not the parcel owner, the fee shall be refunded to
369 that payor within 30 days after receipt of the request. The
370 refund is the obligation of the parcel owner, and the
371 association may collect it from that owner in the same manner as
372 an assessment as provided in this section. The right to
373 reimbursement may not be waived or modified by any contract or
374 agreement. The prevailing party in any action brought to enforce
375 a right of reimbursement shall be awarded damages and all
376 applicable attorney fees and costs.

377
378 ===== T I T L E A M E N D M E N T =====

379 And the title is amended as follows:

380 Delete lines 13 - 32

381 and insert:

382 and form of delivery; prohibiting an association from
383 charging a preparation and delivery fee or making
384 certain claims if it fails to deliver an estoppel
385 certificate within certain timeframes; revising fee
386 requirements for preparing and delivering an estoppel
387 certificate under various circumstances; authorizing



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388 the statement of moneys due to be delivered in one or
389 more estoppel certificates under certain
390 circumstances; providing limits on a total fee charged
391 for the preparation and delivery of estoppel
392 certificates; certificates; requiring that the
393 authority to charge a fee for the preparation and
394 delivery of estoppel certificates be established by a
395 specified written resolution or provided by a certain
396 type of contract; providing that the right to
397 reimbursement may not be waived or modified by a
398 contract or agreement; requiring that the prevailing
399 party in an action to enforce a right to reimbursement
400 be awarded certain damages, fees, and costs;