



537800

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
03/29/2017	.	
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	.	
	.	

The Committee on Rules (Passidomo) recommended the following:

Senate Amendment to Amendment (724766)

Delete lines 74 - 399

and insert:

i. Is there a right of first refusal provided to the members or the association? ... (Yes) ... (No) ... If yes, have the members or the association exercised that right of first refusal? ... (Yes) ... (No) ...

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

k. Provide contact information for all insurance maintained



537800

12 by the association.

13 1. Provide the signature of an officer or authorized agent
14 of the association.

15
16 The association, at its option, may include additional
17 information in the estoppel ~~Any person other than the owner who~~
18 ~~relies upon such certificate shall be protected thereby.~~

19 (b) An estoppel certificate that is hand delivered or sent
20 by electronic means has a 30-day effective period. An estoppel
21 certificate that is sent by regular mail has a 35-day effective
22 period. If additional information or a mistake related to the
23 estoppel certificate becomes known to the association within the
24 effective period, an amended estoppel certificate may be
25 delivered and becomes effective if a sale or refinancing of the
26 unit has not been completed during the effective period. A fee
27 may not be charged for an amended estoppel certificate. An
28 amended estoppel certificate must be delivered on the date of
29 issuance, and a new 30-day or 35-day effective period begins on
30 such date.

31 (c) An association waives the right to collect any moneys
32 owed in excess of the amounts specified in the estoppel
33 certificate from any person who in good faith relies upon the
34 estoppel certificate and from the person's successors and
35 assigns.

36 (d) If an association receives a request for an estoppel
37 certificate from a unit owner or the unit owner's designee, or a
38 unit mortgagee or the unit mortgagee's designee, and fails to
39 deliver the estoppel certificate within 10 business days, a fee
40 may not be charged for the preparation and delivery of that



537800

41 estoppel certificate.

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

46 (f) ~~(e)~~ Notwithstanding any limitation on transfer fees
47 contained in s. 718.112(2)(i), an ~~the~~ association or its
48 authorized agent may charge a reasonable fee for the preparation
49 and delivery of an estoppel certificate, which may not exceed
50 \$250, if, on the date the certificate is issued, no delinquent
51 amounts are owed to the association for the applicable unit. If
52 an estoppel certificate is requested on an expedited basis and
53 delivered within 3 business days after the request, the
54 association may charge an additional fee of \$100. If a
55 delinquent amount is owed to the association for the applicable
56 unit, an additional fee for the estoppel certificate may not
57 exceed \$150 ~~for the preparation of the certificate. The amount~~
58 ~~of the fee must be included on the certificate.~~

59 (g) If estoppel certificates for multiple units owned by
60 the same owner are simultaneously requested from the same
61 association and there are no past due monetary obligations owed
62 to the association, the statement of moneys due for those units
63 may be delivered in one or more estoppel certificates, and, even
64 though the fee for each unit shall be computed as set forth in
65 paragraph (f), the total fee that the association may charge for
66 the preparation and delivery of the estoppel certificates may
67 not exceed, in the aggregate:

- 68 1. For 25 or fewer units, \$750.
69 2. For 26 to 50 units, \$1,000.



537800

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

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

72 (h) ~~(d)~~ The authority to charge a fee for the preparation
73 and delivery of the estoppel certificate must ~~shall~~ be
74 established by a written resolution adopted by the board or
75 provided by a written management, bookkeeping, or maintenance
76 contract and is payable upon the preparation of the certificate.
77 If the certificate is requested in conjunction with the sale or
78 mortgage of a unit but the closing does not occur and no later
79 than 30 days after the closing date for which the certificate
80 was sought the preparer receives a written request, accompanied
81 by reasonable documentation, that the sale did not occur from a
82 payor that is not the unit owner, the fee shall be refunded to
83 that payor within 30 days after receipt of the request. The
84 refund is the obligation of the unit owner, and the association
85 may collect it from that owner in the same manner as an
86 assessment as provided in this section. The right to
87 reimbursement may not be waived or modified by any contract or
88 agreement. The prevailing party in any action brought to enforce
89 a right of reimbursement shall be awarded damages and all
90 applicable attorney fees and costs.

91 (i) The fees specified in this subsection shall be adjusted
92 every 5 years in an amount equal to the total of the annual
93 increases for that 5-year period in the Consumer Price Index for
94 All Urban Consumers, U.S. City Average, All Items. The
95 Department of Business and Professional Regulation shall
96 periodically calculate the fees, rounded to the nearest dollar,
97 and publish the amounts, as adjusted, on its website.

98 Section 2. Subsection (6) of section 719.108, Florida



537800

99 Statutes, is amended to read:

100 719.108 Rents and assessments; liability; lien and
101 priority; interest; collection; cooperative ownership.—

102 (6) Within 10 business 15 days after receiving a written or
103 electronic request for an estoppel certificate from a unit owner
104 or the unit owner's designee, or a unit mortgagee or the unit
105 mortgagee's designee, the association shall issue the estoppel
106 certificate. Each association shall designate on its website a
107 person or entity with a street or e-mail address for receipt of
108 a request for an estoppel certificate issued pursuant to this
109 section. The estoppel certificate must be provided by hand
110 delivery, regular mail, or e-mail to the requestor on the date
111 of issuance of the estoppel certificate.

112 (a) An estoppel certificate may be completed by any board
113 member, authorized agent, or authorized representative of the
114 association, including any authorized agent, authorized
115 representative, or employee of a management company authorized
116 to complete this form on behalf of the board or association. The
117 estoppel certificate must contain all of the following
118 information and must be substantially in the following form:

119 1. Date of issuance:....

120 2. Name(s) of the unit owner(s) as reflected in the books
121 and records of the association:....

122 3. Unit designation and address:....

123 4. Parking or garage space number, as reflected in the
124 books and records of the association:....

125 5. Attorney's name and contact information if the account
126 is delinquent and has been turned over to an attorney for
127 collection. No fee may be charged for this information.



537800

128 6. Fee for the preparation and delivery of the estoppel
129 certificate:....

130 7. Name of the requestor:....

131 8. Assessment information and other information:

132

133 ASSESSMENT INFORMATION:

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

136 b. The regular periodic assessment is paid through
137 ...(insert date paid through)....

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

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

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

150

151 OTHER INFORMATION:

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

155 g. Is there any open violation of rule or regulation
156 noticed to the unit owner in the association official records?



157 ... (Yes) ... (No)

158 h. Do the rules and regulations of the association
159 applicable to the unit require approval by the board of
160 directors of the association for the transfer of the unit?
161 ...Yes... (No).... If yes, has the board approved the
162 transfer of the unit? ... (Yes) ... (No)....

163 i. Is there a right of first refusal provided to the
164 members or the association? ... (Yes) ... (No).... If yes, have
165 the members or the association exercised that right of first
166 refusal? ... (Yes) ... (No)....

167 j. Provide a list of, and contact information for, all
168 other associations of which the unit is a member.

169 k. Provide contact information for all insurance maintained
170 by the association.

171 l. Provide the signature of an officer or authorized agent
172 of the association.

173

174 The association, at its option, may include additional
175 information in the estoppel certificate.

176 (b) An estoppel certificate that is hand delivered or sent
177 by electronic means has a 30-day effective period. An estoppel
178 certificate that is sent by regular mail has a 35-day effective
179 period. If additional information or a mistake related to the
180 estoppel certificate becomes known to the association within the
181 effective period, an amended estoppel certificate may be
182 delivered and becomes effective if a sale or refinancing of the
183 unit has not been completed during the effective period. A fee
184 may not be charged for an amended estoppel certificate. An
185 amended estoppel certificate must be delivered on the date of



537800

186 issuance, and a new 30-day or 35-day effective period begins on
187 such date.

188 (c) An association waives the right to collect any moneys
189 owed in excess of the amounts specified in the estoppel
190 certificate from any person who in good faith relies upon the
191 estoppel certificate and from the person's successors and
192 assigns.

193 (d) If an association receives a request for an estoppel
194 certificate from a unit owner or the unit owner's designee, or a
195 unit mortgagee or the unit mortgagee's designee, and fails to
196 deliver the estoppel certificate within 10 business days, a fee
197 may not be charged for the preparation and delivery of that
198 estoppel certificate.

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

203 (f) Notwithstanding any limitation on transfer fees
204 contained in s. 719.106(1)(i), an association or its authorized
205 agent may charge a reasonable fee for the preparation and
206 delivery of an estoppel certificate, which may not exceed \$250
207 if, on the date the certificate is issued, no delinquent amounts
208 are owed to the association for the applicable unit. If an
209 estoppel certificate is requested on an expedited basis and
210 delivered within 3 business days after the request, the
211 association may charge an additional fee of \$100. If a
212 delinquent amount is owed to the association for the applicable
213 unit, an additional fee for the estoppel certificate may not
214 exceed \$150.



537800

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

- 224 1. For 25 or fewer units, \$750.
225 2. For 26 to 50 units, \$1,000.
226 3. For 51 to 100 units, \$1,500.
227 4. For more than 100 units, \$2,500.

228 (h) The authority to charge a fee for the preparation and
229 delivery of the estoppel certificate must be established by a
230 written resolution adopted by the board or provided by a written
231 management, bookkeeping, or maintenance contract and is payable
232 upon the preparation of the certificate. If the certificate is
233 requested in conjunction with the sale or mortgage of a parcel
234 but the closing does not occur and no later than 30 days after
235 the closing date for which the certificate was sought the
236 preparer receives a written request, accompanied by reasonable
237 documentation, that the sale did not occur from a payor that is
238 not the parcel owner, the fee shall be refunded to that payor
239 within 30 days after receipt of the request. The refund is the
240 obligation of the parcel owner, and the association may collect
241 it from that owner in the same manner as an assessment as
242 provided in this section. The right to reimbursement may not be
243 waived or modified by any contract or agreement. The prevailing



537800

244 party in any action brought to enforce a right of reimbursement
245 shall be awarded damages and all applicable attorney fees and
246 costs.

247 (i) The fees specified in this subsection shall be adjusted
248 every 5 years in an amount equal to the total of the annual
249 increases for that 5-year period in the Consumer Price Index for
250 All Urban Consumers, U.S. City Average, All Items. The
251 Department of Business and Professional Regulation shall
252 periodically calculate the fees, rounded to the nearest dollar,
253 and publish the amounts, as adjusted, on its website by a unit
254 ~~owner or mortgagee, the association shall provide a certificate~~
255 ~~stating all assessments and other moneys owed to the association~~
256 ~~by the unit owner with respect to the cooperative parcel. Any~~
257 ~~person other than the unit owner who relies upon such~~
258 ~~certificate shall be protected thereby. Notwithstanding any~~
259 ~~limitation on transfer fees contained in s. 719.106(1)(i), the~~
260 ~~association or its authorized agent may charge a reasonable fee~~
261 ~~for the preparation of the certificate.~~

262 Section 3. Section 720.30851, Florida Statutes, is amended
263 to read:

264 720.30851 Estoppel certificates.—Within 10 business 15 days
265 after receiving a written or electronic the date on which a
266 request for an estoppel certificate from a parcel owner or the
267 parcel owner's designee, or a parcel mortgagee or the parcel
268 mortgagee's designee, the association shall issue the estoppel
269 certificate. Each association shall designate on its website a
270 person or entity with a street or e-mail address for receipt of
271 a request for an estoppel certificate issued pursuant to this
272 section. The estoppel certificate must be provided by hand



537800

273 delivery, regular mail, or e-mail to the requestor on the date
274 of issuance of the estoppel certificate.

275 (1) An estoppel certificate may be completed by any board
276 member, authorized agent, or authorized representative of the
277 association, including any authorized agent, authorized
278 representative, or employee of a management company authorized
279 to complete this form on behalf of the board or association. The
280 estoppel certificate must contain all of the following
281 information and must be substantially in the following form:

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

283 (b) Name(s) of the parcel owner(s) as reflected in the
284 books and records of the association:....

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

286 (d) Parking or garage space number, as reflected in the
287 books and records of the association:....

288 (e) Attorney's name and contact information if the account
289 is delinquent and has been turned over to an attorney for
290 collection. No fee may be charged for this information.

291 (f) Fee for the preparation and delivery of the estoppel
292 certificate:....

293 (g) Name of the requestor:....

294 (h) Assessment information and other information:

295

296 ASSESSMENT INFORMATION:

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

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

301 3. The next installment of the regular periodic assessment



302 is due ... (insert due date) ... in the amount of \$.....

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

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

314
315 OTHER INFORMATION:

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

319 7. Is there any open violation of rule or regulation
320 noticed to the parcel owner in the association official records?
321 ... (Yes) ... (No) ...

322 8. Do the rules and regulations of the association
323 applicable to the parcel require approval by the board of
324 directors of the association for the transfer of the parcel?
325 ... (Yes) ... (No) ... If yes, has the board approved the
326 transfer of the parcel? ... (Yes) ... (No) ...

327 9. Is there a right of first refusal provided to the
328 members or the association? ... (Yes) ... (No) ... If yes, have
329 the members or the association exercised that right of first
330 refusal? ... (Yes) ... (No) ...