

By the Committee on Regulated Industries; and Senator Passidomo

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1 A bill to be entitled
2 An act relating to estoppel certificates; amending ss.
3 718.116, 719.108, and 720.30851, F.S.; revising
4 requirements relating to the issuance of an estoppel
5 certificate to specified persons; requiring a
6 condominium, cooperative, or homeowners' association
7 to designate a street or e-mail address on its website
8 for estoppel certificate requests; specifying delivery
9 requirements for an estoppel certificate; requiring
10 that an estoppel certificate contain certain
11 information; providing an effective period for an
12 estoppel certificate based upon the date of issuance
13 and form of delivery; providing that an association
14 waives a specified claim against a person or such
15 person's successors or assigns who in good faith rely
16 on the estoppel certificate; prohibiting an
17 association from charging a preparation and delivery
18 fee or making certain claims if it fails to deliver an
19 estoppel certificate within certain timeframes;
20 revising fee requirements for preparing and delivering
21 an estoppel certificate under various circumstances;
22 authorizing the statement of moneys due to be
23 delivered in one or more estoppel certificates under
24 certain circumstances; providing limits on a total fee
25 charged for the preparation and delivery of estoppel
26 certificates; requiring the fee for an estoppel
27 certificate to be paid from specified proceeds under
28 certain circumstances; requiring that the authority to
29 charge a fee for the estoppel certificate be

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30 established by a specified written resolution or
31 provided by a written management, bookkeeping, or
32 maintenance contract; deleting obsolete provisions;
33 conforming provisions to changes made by the act;
34 providing an effective date.

35
36 Be It Enacted by the Legislature of the State of Florida:

37
38 Section 1. Subsection (8) of section 718.116, Florida
39 Statutes, is amended to read:

40 718.116 Assessments; liability; lien and priority;
41 interest; collection.—

42 (8) Within 10 business ~~15~~ days after receiving a written or
43 electronic request therefor from a unit owner or the unit
44 owner's his or her designee, or a unit mortgagee or the unit
45 mortgagee's his or her designee, the association shall issue the
46 estoppel provide a certificate. Each association shall designate
47 on its website a person or entity with a street or e-mail
48 address for receipt of a request for an estoppel certificate
49 issued pursuant to this section. The estoppel certificate must
50 be provided by hand delivery, regular mail, or e-mail to the
51 requestor on the date of issuance of the estoppel certificate
52 signed by an officer or agent of the association stating all
53 assessments and other moneys owed to the association by the unit
54 owner with respect to the condominium parcel.

55 (a) The estoppel certificate must contain all of the
56 following information and must be substantially in the following
57 form:

58 1. Date of issuance:....

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

61 3. Unit designation and address:....

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

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

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

67 7. Fee for the preparation and delivery of the estoppel
68 certificate:....

69 8. Name of the requestor:....

70 9. Assessment information and other information:

71

72 ASSESSMENT INFORMATION:

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

75 b. The regular periodic assessment is paid through
76 ...(insert date paid through)....

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

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

83 e. An itemized list of any additional assessments, special
84 assessments, and other moneys that are scheduled to become due
85 for each day after the date of issuance for the effective period
86 of the estoppel certificate is provided. In calculating the
87 amounts that are scheduled to become due, the association may

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88 assume that any delinquent amounts will remain delinquent during
89 the effective period of the estoppel certificate.

90

91 OTHER INFORMATION:

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

95 g. What is the amount, if any, of an association
96 application fee?

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

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

102 j. Do the rules and regulations of the association
103 applicable to the unit require approval by the board of
104 directors of the association for the transfer of the unit?
105 ... (Yes)... ... (No).... If yes, has the board approved the
106 transfer of the unit? ... (Yes)... ... (No)....

107 k. Do rules or regulations applicable to the unit provide
108 for a right of first refusal in favor of the members or
109 association? ... (Yes)... ... (No).... If yes, include applicable
110 rules or regulations.

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

113 m. Provide a list of all recreational or land leases to the
114 association affecting the unit.

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

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

119 p. Provide contact information for all insurance maintained
120 by the association.

121 q. Provide the signature of an officer or authorized agent
122 of the association.

123

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

127 (b) An estoppel certificate that is hand delivered or sent
128 by electronic means has a 30-day effective period. An estoppel
129 certificate that is sent by regular mail has a 35-day effective
130 period. If additional information or a mistake related to the
131 estoppel certificate becomes known to the association within the
132 effective period, an amended estoppel certificate may be
133 delivered and becomes effective if a sale or refinancing of the
134 unit has not been completed during the effective period. A fee
135 may not be charged for an amended estoppel certificate. An
136 amended estoppel certificate must be delivered on the date of
137 issuance, and a new 30-day or 35-day effective period begins on
138 such date.

139 (c) An association waives the right to collect any moneys
140 owed in excess of the amounts specified in the estoppel
141 certificate from any person who in good faith relies upon the
142 estoppel certificate and from the person's successors and
143 assigns.

144 (d) If an association receives a request for an estoppel
145 certificate from a unit owner or the unit owner's designee, or a

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146 unit mortgagee or the unit mortgagee's designee, and fails to
147 deliver the estoppel certificate within 10 business days, a fee
148 may not be charged for the preparation and delivery of that
149 estoppel certificate. If the association fails to deliver the
150 estoppel certificate within 15 business days, the association
151 waives any claim, including a claim for a lien against the unit,
152 against a purchaser and mortgagee of the unit who would have
153 relied on the estoppel certificate, and the purchaser's and
154 mortgagee's successors and assigns, for any amount that is owed
155 to the association through the date of closing and that should
156 have been shown on the estoppel certificate.

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

161 (f)~~(e)~~ Notwithstanding any limitation on transfer fees
162 contained in s. 718.112(2)(i), an ~~the~~ association or its
163 authorized agent may charge a reasonable fee for the preparation
164 and delivery of an estoppel certificate, which may not exceed
165 \$200 if, on the date the certificate is issued, no delinquent
166 amounts are owed to the association for the applicable unit. If
167 an estoppel certificate is requested on an expedited basis and
168 delivered within 3 business days after the request, the
169 association may charge an additional fee of \$100. If a
170 delinquent amount is owed to the association for the applicable
171 unit, an additional fee for the estoppel certificate may not
172 exceed \$200 ~~for the preparation of the certificate. The amount~~
173 ~~of the fee must be included on the certificate.~~

174 (g)1. If estoppel certificates for multiple units owned by

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175 the same owner are simultaneously requested from the same
176 association and there are no past due monetary obligations owed
177 to the association, the statement of moneys due for those units
178 may be delivered in one or more estoppel certificates, and, even
179 though the fee for each unit shall be computed as set forth in
180 paragraph (f), the total fee that the association may charge for
181 the preparation and delivery of the estoppel certificates may
182 not exceed, in the aggregate:

183 a. For 25 or fewer units, \$750.

184 b. For 26 to 50 units, \$1,000.

185 c. For 51 to 100 units, \$1,500.

186 d. For more than 100 units, \$2,500.

187 2. If an estoppel certificate is requested in conjunction
188 with the sale or refinancing of a unit, the fee for the
189 preparation and delivery of the estoppel certificate shall be
190 paid to the association from the closing or settlement proceeds.
191 If the closing does not occur, the fee for the preparation and
192 delivery of the estoppel certificate remains the obligation of
193 the unit owner, and the association may collect the fee in the
194 same manner as an assessment against the unit. An association
195 may not require the payment of any other fee as a condition for
196 the preparation or delivery of an estoppel certificate.

197 (h) ~~(d)~~ The authority to charge a fee for the preparation
198 and delivery of the estoppel certificate ~~must~~ shall be
199 established by a written resolution adopted by the board or
200 provided by a written management, bookkeeping, or maintenance
201 contract and ~~is payable upon the preparation of the certificate.~~
202 ~~If the certificate is requested in conjunction with the sale or~~
203 ~~mortgage of a unit but the closing does not occur and no later~~

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204 ~~than 30 days after the closing date for which the certificate~~
205 ~~was sought the preparer receives a written request, accompanied~~
206 ~~by reasonable documentation, that the sale did not occur from a~~
207 ~~payor that is not the unit owner, the fee shall be refunded to~~
208 ~~that payor within 30 days after receipt of the request. The~~
209 ~~refund is the obligation of the unit owner, and the association~~
210 ~~may collect it from that owner in the same manner as an~~
211 ~~assessment as provided in this section.~~

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

214 719.108 Rents and assessments; liability; lien and
215 priority; interest; collection; cooperative ownership.—

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

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

229 1. Date of issuance:....

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

232 3. Unit designation and address:....

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- 233 4. Parking or garage space number, if any:....
234 5. Storage locker number, if any:....
235 6. Attorney's name and contact information if the account
236 is delinquent and has been turned over to an attorney for
237 collection. No fee may be charged for this information.
238 7. Fee for the preparation and delivery of the estoppel
239 certificate:....
240 8. Name of the requestor:....
241 9. Assessment information and other information:

242
243 ASSESSMENT INFORMATION:

- 244 a. The regular periodic assessment levied against the unit
245 is \$.... per ...(insert frequency of payment)....
246 b. The regular periodic assessment is paid through
247 ...(insert date paid through)....
248 c. The next installment of the regular periodic assessment
249 is due ...(insert due date)... in the amount of \$.....
250 d. An itemized list of all assessments, special
251 assessments, and other moneys owed by the unit owner on the date
252 of issuance to the association for a specific unit is provided.
253 e. An itemized list of any additional assessments, special
254 assessments, and other moneys that are scheduled to become due
255 for each day after the date of issuance for the effective period
256 of the estoppel certificate is provided. In calculating the
257 amounts that are scheduled to become due, the association may
258 assume that any delinquent amounts will remain delinquent during
259 the effective period of the estoppel certificate.

260
261 OTHER INFORMATION:

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

265 g. What is the amount, if any, of an association
 266 application fee?

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

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

272 j. Do the rules and regulations of the association
 273 applicable to the unit require approval by the board of
 274 directors of the association for the transfer of the unit?
 275 ... Yes... ... (No).... If yes, has the board approved the
 276 transfer of the unit? ... (Yes)... ... (No)....

277 k. Do rules or regulations applicable to the unit provide
 278 for a right of first refusal in favor of the members or
 279 association? ... (Yes)... ... (No).... If yes, include applicable
 280 rules or regulations.

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

283 m. Provide a list of all recreational or land leases to the
 284 association affecting the unit.

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

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

289 p. Provide contact information for all insurance maintained
 290 by the association.

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291 g. Provide the signature of an officer or authorized agent
292 of the association.

293
294 The association, at its option, may include additional
295 information in the estoppel certificate.

296 (b) An estoppel certificate that is hand delivered or sent
297 by electronic means has a 30-day effective period. An estoppel
298 certificate that is sent by regular mail has a 35-day effective
299 period. If additional information or a mistake related to the
300 estoppel certificate becomes known to the association within the
301 effective period, an amended estoppel certificate may be
302 delivered and becomes effective if a sale or refinancing of the
303 unit has not been completed during the effective period. A fee
304 may not be charged for an amended estoppel certificate. An
305 amended estoppel certificate must be delivered on the date of
306 issuance, and a new 30-day or 35-day effective period begins on
307 such date.

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

313 (d) If an association receives a request for an estoppel
314 certificate from a unit owner or the unit owner's designee, or a
315 unit mortgagee or the unit mortgagee's designee, and fails to
316 deliver the estoppel certificate within 10 business days, a fee
317 may not be charged for the preparation and delivery of that
318 estoppel certificate. If the association fails to deliver the
319 estoppel certificate within 15 business days, the association

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320 waives any claim, including a claim for a lien against the unit,
321 against a purchaser and mortgagee of the unit who would have
322 relied on the estoppel certificate, and the purchaser's and
323 mortgagee's successors and assigns, for any amount that is owed
324 to the association through the date of closing and that should
325 have been shown on the estoppel certificate.

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

330 (f) Notwithstanding any limitation on transfer fees
331 contained in s. 719.106(1)(i), an association or its authorized
332 agent may charge a reasonable fee for the preparation and
333 delivery of an estoppel certificate, which may not exceed \$200
334 if, on the date the certificate is issued, no delinquent amounts
335 are owed to the association for the applicable unit. If an
336 estoppel certificate is requested on an expedited basis and
337 delivered within 3 business days after the request, the
338 association may charge an additional fee of \$100. If a
339 delinquent amount is owed to the association for the applicable
340 unit, an additional fee for the estoppel certificate may not
341 exceed \$200.

342 (g)1. If estoppel certificates for multiple units owned by
343 the same owner are simultaneously requested from the same
344 association and there are no past due monetary obligations owed
345 to the association, the statement of moneys due for those units
346 may be delivered in one or more estoppel certificates, and, even
347 though the fee for each unit shall be computed as set forth in
348 paragraph (f), the total fee that the association may charge for

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349 the preparation and delivery of the estoppel certificates may
350 not exceed, in the aggregate:

351 a. For 25 or fewer units, \$750.

352 b. For 26 to 50 units, \$1,000.

353 c. For 51 to 100 units, \$1,500.

354 d. For more than 100 units, \$2,500.

355 2. If an estoppel certificate is requested in conjunction
356 with the sale or refinancing of a unit, the fee for the
357 preparation and delivery of the estoppel certificate shall be
358 paid to the association from the closing or settlement proceeds.
359 If the closing does not occur, the fee for the preparation and
360 delivery of the estoppel certificate remains the obligation of
361 the unit owner, and the association may collect the fee in the
362 same manner as an assessment against the unit. An association
363 may not require the payment of any other fee as a condition for
364 the preparation or delivery of an estoppel certificate.

365 (h) The authority to charge a fee for the preparation and
366 delivery of the estoppel certificate must be established by a
367 written resolution adopted by the board or provided by a written
368 management, bookkeeping, or maintenance contract by a unit owner
369 or mortgagee, the association shall provide a certificate
370 stating all assessments and other moneys owed to the association
371 by the unit owner with respect to the cooperative parcel. Any
372 person other than the unit owner who relies upon such
373 certificate shall be protected thereby. Notwithstanding any
374 limitation on transfer fees contained in s. 719.106(1)(i), the
375 association or its authorized agent may charge a reasonable fee
376 for the preparation of the certificate.

377 Section 3. Section 720.30851, Florida Statutes, is amended

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378 to read:

379 720.30851 Estoppel certificates.—Within 10 business ~~15~~ days
 380 after receiving a written or electronic ~~the date on which a~~
 381 request for an estoppel certificate from a parcel owner or the
 382 parcel owner's designee, or a parcel mortgagee or the parcel
 383 mortgagee's designee, the association shall issue the estoppel
 384 certificate. Each association shall designate on its website a
 385 person or entity with a street or e-mail address for receipt of
 386 a request for an estoppel certificate issued pursuant to this
 387 section. The estoppel certificate must be provided by hand
 388 delivery, regular mail, or e-mail to the requestor on the date
 389 of issuance of the estoppel certificate.

390 (1) The estoppel certificate must contain all of the
 391 following information and must be substantially in the following
 392 form:

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

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

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

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

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

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

402 (g) Fee for the preparation and delivery of the estoppel
 403 certificate:....

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

405 (i) Assessment information and other information:
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ASSESSMENT INFORMATION:

407
408 1. The regular periodic assessment levied against the
409 parcel is \$... per ...(insert frequency of payment)....

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

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

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

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

OTHER INFORMATION:

425
426
427 6. Is there a capital contribution fee, resale fee,
428 transfer fee, or other fee due? ...(Yes)... ...(No).... If yes,
429 specify the type and amount of the fee.

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

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

434 9. Is there any violation of rule or regulation noticed to
435 the parcel owner in the association official records?

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436 ... (Yes) ... (No)

437 10. Do the rules and regulations of the association
438 applicable to the parcel require approval by the board of
439 directors of the association for the transfer of the parcel?
440 ... (Yes) ... (No) If yes, has the board approved the
441 transfer of the parcel? ... (Yes) ... (No)

442 11. Do rules or regulations applicable to the parcel
443 provide for a right of first refusal in favor of the members or
444 association? ... (Yes) ... (No) If yes, include applicable
445 rules or regulations.

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

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

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

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

454 16. Provide contact information for all insurance
455 maintained by the association.

456 17. Provide the signature of an officer or authorized agent
457 of the association.

458
459 The association, at its option, may include additional
460 information in the estoppel certificate.

461 (2) An estoppel certificate that is hand delivered or sent
462 by electronic means has a 30-day effective period. An estoppel
463 certificate that is sent by regular mail has a 35-day effective
464 period. If additional information or a mistake related to the

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465 estoppel certificate becomes known to the association within the
466 effective period, an amended estoppel certificate may be
467 delivered and becomes effective if a sale or refinancing of the
468 parcel has not been completed during the effective period. A fee
469 may not be charged for an amended estoppel certificate. An
470 amended estoppel certificate must be delivered on the date of
471 issuance, and a new 30-day or 35-day effective period begins on
472 such date.

473 (3) An association waives the right to collect any moneys
474 owed in excess of the amounts specified in the estoppel
475 certificate from any person who in good faith relies upon the
476 estoppel certificate and from the person's successors and
477 assigns.

478 (4) If an association receives a request for an estoppel
479 certificate from a parcel owner or the parcel owner's designee,
480 or a parcel mortgagee or the parcel mortgagee's designee, and
481 fails to deliver an estoppel certificate within 10 business
482 days, a fee may not be charged for the preparation and delivery
483 of that estoppel certificate. If the association fails to
484 deliver the estoppel certificate within 15 business days, the
485 association waives any claim, including a claim for a lien
486 against the parcel, against a purchaser and mortgagee of the
487 parcel who would have relied on the estoppel certificate, and
488 the purchaser's and mortgagee's successors and assigns, for any
489 amount that is owed to the association through the date of
490 closing and that should have been shown on the ~~for an~~ estoppel
491 certificate ~~is received from a parcel owner or mortgagee, or his~~
492 ~~or her designee, the association shall provide a certificate~~
493 ~~signed by an officer or authorized agent of the association~~

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494 ~~stating all assessments and other moneys owed to the association~~
495 ~~by the parcel owner or mortgagee with respect to the parcel. An~~
496 ~~association may charge a fee for the preparation of such~~
497 ~~certificate, and the amount of such fee must be stated on the~~
498 ~~certificate.~~

499 ~~(1) Any person other than a parcel owner who relies upon a~~
500 ~~certificate receives the benefits and protection thereof.~~

501 ~~(5)(2)~~ A summary proceeding pursuant to s. 51.011 may be
502 brought to compel compliance with this section, and the
503 prevailing party is entitled to recover reasonable attorney
504 ~~attorney's~~ fees.

505 (6) An association or its authorized agent may charge a
506 reasonable fee for the preparation and delivery of an estoppel
507 certificate, which may not exceed \$200 if on the date the
508 certificate is issued, no delinquent amounts are owed to the
509 association for the applicable parcel. If an estoppel
510 certificate is requested on an expedited basis and delivered
511 within 3 business days after the request, the association may
512 charge an additional fee of \$100. If a delinquent amount is owed
513 to the association for the applicable parcel, an additional fee
514 for the estoppel certificate may not exceed \$200.

515 (7) (a) If estoppel certificates for multiple parcels owned
516 by the same owner are simultaneously requested from the same
517 association and there are no past due monetary obligations owed
518 to the association, the statement of moneys due for those
519 parcels may be delivered in one or more estoppel certificates,
520 and, even though the fee for each parcel shall be computed as
521 set forth in subsection (6), the total fee that the association
522 may charge for the preparation and delivery of the estoppel

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523 certificates may not exceed, in the aggregate:

524 1. For 25 or fewer parcels, \$750.

525 2. For 26 to 50 parcels, \$1,000.

526 3. For 51 to 100 parcels, \$1,500.

527 4. For more than 100 parcels, \$2,500.

528 (b) If an estoppel certificate is requested in conjunction
529 with the sale or refinancing of a parcel, the fee for the
530 preparation and delivery of the estoppel certificate shall be
531 paid to the association from the closing or settlement proceeds.
532 If the closing does not occur, the fee for the preparation and
533 delivery of the estoppel certificate remains the obligation of
534 the parcel owner, and the association may collect the fee in the
535 same manner as an assessment against the parcel. An association
536 may not require the payment of any other fee as a condition for
537 the preparation or delivery of an estoppel certificate.

538 (8)~~(3)~~ The authority to charge a fee for the preparation
539 and delivery of the estoppel certificate ~~must~~ shall be
540 established by a written resolution adopted by the board or
541 provided by a written management, bookkeeping, or maintenance
542 contract and ~~is payable upon the preparation of the certificate.~~
543 ~~If the certificate is requested in conjunction with the sale or~~
544 ~~mortgage of a parcel but the closing does not occur and no later~~
545 ~~than 30 days after the closing date for which the certificate~~
546 ~~was sought the preparer receives a written request, accompanied~~
547 ~~by reasonable documentation, that the sale did not occur from a~~
548 ~~payor that is not the parcel owner, the fee shall be refunded to~~
549 ~~that payor within 30 days after receipt of the request. The~~
550 ~~refund is the obligation of the parcel owner, and the~~
551 ~~association may collect it from that owner in the same manner as~~

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552 ~~an assessment as provided in this section.~~

553 Section 4. This act shall take effect July 1, 2017.