

1 A bill to be entitled
2 An act relating to community association assessment
3 notices; amending s. 718.111, F.S.; requiring
4 condominium associations to maintain specified
5 affirmative acknowledgments as official records of the
6 association; specifying that such acknowledgments are
7 not accessible to unit owners; amending s. 718.116,
8 F.S.; revising timeframes for foreclosure judgments;
9 conforming provisions to changes made by the act;
10 amending s. 718.121, F.S.; requiring condominium
11 associations to deliver certain statements of account
12 to unit owners in a specified manner; requiring
13 condominium associations to give notice to unit owners
14 before changing the method of delivery for the
15 statements of account; providing requirements for the
16 notice; requiring unit owners to affirmatively
17 acknowledge the changes in delivery methods;
18 prohibiting condominium associations from requiring
19 the payment of attorney fees relating to past due
20 assessments without first providing a specified notice
21 to unit owners; providing requirements for the notice;
22 revising the timeframe for condominium associations to
23 file liens against condominium units; conforming
24 provisions to changes made by the act; amending s.
25 719.104, F.S.; requiring cooperative associations to

26 maintain specified affirmative acknowledgments as
27 official records of the association; specifying that
28 such acknowledgments are not accessible to unit
29 owners; amending s. 719.108, F.S.; requiring
30 cooperative associations to deliver certain statements
31 of account to unit owners in a specified manner;
32 requiring cooperative associations to give notice to
33 unit owners before changing the method of delivery for
34 the statements of account; providing requirements for
35 the notice; requiring unit owners to affirmatively
36 acknowledge the changes in delivery methods;
37 prohibiting cooperative associations from requiring
38 the payment of attorney fees relating to past due
39 assessments without first providing specified notice
40 to unit owners; providing requirements for the notice;
41 revising the timeframe for cooperative associations to
42 file liens against cooperative parcels; conforming
43 provisions to changes made by the act; amending s.
44 720.303, F.S.; requiring homeowners' associations to
45 maintain specified affirmative acknowledgments as
46 official records of the association; specifying that
47 such acknowledgments are not accessible to parcel
48 owners; amending s. 720.3085, F.S.; requiring
49 homeowners' associations to deliver certain statements
50 of account to parcel owners in a specified manner;

51 requiring homeowners' associations to give notice to
 52 parcel owners before changing the method of delivery
 53 for the statements of account; providing requirements
 54 for the notice; requiring parcel owners to
 55 affirmatively acknowledge the changes in delivery
 56 methods; prohibiting homeowners' associations from
 57 requiring the payment of attorney fees relating to
 58 past due assessments without first providing specified
 59 notice to parcel owners; providing requirements for
 60 the notice; providing an effective date.

61

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

63

64 Section 1. Paragraphs (a) and (c) of subsection (12) of
 65 section 718.111, Florida Statutes, are amended to read:

66 718.111 The association.—

67 (12) OFFICIAL RECORDS.—

68 (a) From the inception of the association, the association
 69 shall maintain each of the following items, if applicable, which
 70 constitutes the official records of the association:

71 1. A copy of the plans, permits, warranties, and other
 72 items provided by the developer pursuant to s. 718.301(4).

73 2. A photocopy of the recorded declaration of condominium
 74 of each condominium operated by the association and each
 75 amendment to each declaration.

76 3. A photocopy of the recorded bylaws of the association
77 and each amendment to the bylaws.

78 4. A certified copy of the articles of incorporation of
79 the association, or other documents creating the association,
80 and each amendment thereto.

81 5. A copy of the current rules of the association.

82 6. A book or books that contain the minutes of all
83 meetings of the association, the board of administration, and
84 the unit owners.

85 7. A current roster of all unit owners and their mailing
86 addresses, unit identifications, voting certifications, and, if
87 known, telephone numbers. The association shall also maintain
88 the e-mail addresses and facsimile numbers of unit owners
89 consenting to receive notice by electronic transmission. The e-
90 mail addresses and facsimile numbers are not accessible to unit
91 owners if consent to receive notice by electronic transmission
92 is not provided in accordance with sub-subparagraph (c)3.e.
93 However, the association is not liable for an inadvertent
94 disclosure of the e-mail address or facsimile number for
95 receiving electronic transmission of notices.

96 8. All current insurance policies of the association and
97 condominiums operated by the association.

98 9. A current copy of any management agreement, lease, or
99 other contract to which the association is a party or under
100 which the association or the unit owners have an obligation or

101 responsibility.

102 10. Bills of sale or transfer for all property owned by
103 the association.

104 11. Accounting records for the association and separate
105 accounting records for each condominium that the association
106 operates. Any person who knowingly or intentionally defaces or
107 destroys such records, or who knowingly or intentionally fails
108 to create or maintain such records, with the intent of causing
109 harm to the association or one or more of its members, is
110 personally subject to a civil penalty pursuant to s.
111 718.501(1)(d). The accounting records must include, but are not
112 limited to:

113 a. Accurate, itemized, and detailed records of all
114 receipts and expenditures.

115 b. A current account and a monthly, bimonthly, or
116 quarterly statement of the account for each unit designating the
117 name of the unit owner, the due date and amount of each
118 assessment, the amount paid on the account, and the balance due.

119 c. All audits, reviews, accounting statements, and
120 financial reports of the association or condominium.

121 d. All contracts for work to be performed. Bids for work
122 to be performed are also considered official records and must be
123 maintained by the association.

124 12. Ballots, sign-in sheets, voting proxies, and all other
125 papers and electronic records relating to voting by unit owners,

126 | which must be maintained for 1 year from the date of the
 127 | election, vote, or meeting to which the document relates,
 128 | notwithstanding paragraph (b).

129 | 13. All rental records if the association is acting as
 130 | agent for the rental of condominium units.

131 | 14. A copy of the current question and answer sheet as
 132 | described in s. 718.504.

133 | 15. ~~All other written records of the association not~~
 134 | ~~specifically included in the foregoing which are related to the~~
 135 | ~~operation of the association.~~

136 | ~~16.~~ A copy of the inspection report as described in s.
 137 | 718.301(4)(p).

138 | 16.~~17.~~ Bids for materials, equipment, or services.

139 | 17. All affirmative acknowledgments made pursuant to s.
 140 | 718.121(4)(c).

141 | 18. All other written records of the association not
 142 | specifically included in the foregoing which are related to the
 143 | operation of the association.

144 | (c)1. The official records of the association are open to
 145 | inspection by any association member or the authorized
 146 | representative of such member at all reasonable times. The right
 147 | to inspect the records includes the right to make or obtain
 148 | copies, at the reasonable expense, if any, of the member or
 149 | authorized representative of such member. A renter of a unit has
 150 | a right to inspect and copy the association's bylaws and rules.

151 The association may adopt reasonable rules regarding the
152 frequency, time, location, notice, and manner of record
153 inspections and copying. The failure of an association to
154 provide the records within 10 working days after receipt of a
155 written request creates a rebuttable presumption that the
156 association willfully failed to comply with this paragraph. A
157 unit owner who is denied access to official records is entitled
158 to the actual damages or minimum damages for the association's
159 willful failure to comply. Minimum damages are \$50 per calendar
160 day for up to 10 days, beginning on the 11th working day after
161 receipt of the written request. The failure to permit inspection
162 entitles any person prevailing in an enforcement action to
163 recover reasonable attorney fees from the person in control of
164 the records who, directly or indirectly, knowingly denied access
165 to the records.

166 2. Any person who knowingly or intentionally defaces or
167 destroys accounting records that are required by this chapter to
168 be maintained during the period for which such records are
169 required to be maintained, or who knowingly or intentionally
170 fails to create or maintain accounting records that are required
171 to be created or maintained, with the intent of causing harm to
172 the association or one or more of its members, is personally
173 subject to a civil penalty pursuant to s. 718.501(1)(d).

174 3. The association shall maintain an adequate number of
175 copies of the declaration, articles of incorporation, bylaws,

176 and rules, and all amendments to each of the foregoing, as well
177 as the question and answer sheet as described in s. 718.504 and
178 year-end financial information required under this section, on
179 the condominium property to ensure their availability to unit
180 owners and prospective purchasers, and may charge its actual
181 costs for preparing and furnishing these documents to those
182 requesting the documents. An association shall allow a member or
183 his or her authorized representative to use a portable device,
184 including a smartphone, tablet, portable scanner, or any other
185 technology capable of scanning or taking photographs, to make an
186 electronic copy of the official records in lieu of the
187 association's providing the member or his or her authorized
188 representative with a copy of such records. The association may
189 not charge a member or his or her authorized representative for
190 the use of a portable device. Notwithstanding this paragraph,
191 the following records are not accessible to unit owners:

192 a. Any record protected by the lawyer-client privilege as
193 described in s. 90.502 and any record protected by the work-
194 product privilege, including a record prepared by an association
195 attorney or prepared at the attorney's express direction, which
196 reflects a mental impression, conclusion, litigation strategy,
197 or legal theory of the attorney or the association, and which
198 was prepared exclusively for civil or criminal litigation or for
199 adversarial administrative proceedings, or which was prepared in
200 anticipation of such litigation or proceedings until the

201 conclusion of the litigation or proceedings.

202 b. Information obtained by an association in connection
 203 with the approval of the lease, sale, or other transfer of a
 204 unit.

205 c. Personnel records of association or management company
 206 employees, including, but not limited to, disciplinary, payroll,
 207 health, and insurance records. For purposes of this sub-
 208 subparagraph, the term "personnel records" does not include
 209 written employment agreements with an association employee or
 210 management company, or budgetary or financial records that
 211 indicate the compensation paid to an association employee.

212 d. Medical records of unit owners.

213 e. Social security numbers, driver license numbers, credit
 214 card numbers, e-mail addresses, telephone numbers, facsimile
 215 numbers, emergency contact information, addresses of a unit
 216 owner other than as provided to fulfill the association's notice
 217 requirements, and other personal identifying information of any
 218 person, excluding the person's name, unit designation, mailing
 219 address, property address, and any address, e-mail address, or
 220 facsimile number provided to the association to fulfill the
 221 association's notice requirements. Notwithstanding the
 222 restrictions in this sub-subparagraph, an association may print
 223 and distribute to parcel owners a directory containing the name,
 224 parcel address, and all telephone numbers of each parcel owner.
 225 However, an owner may exclude his or her telephone numbers from

226 | the directory by so requesting in writing to the association. An
 227 | owner may consent in writing to the disclosure of other contact
 228 | information described in this sub-subparagraph. The association
 229 | is not liable for the inadvertent disclosure of information that
 230 | is protected under this sub-subparagraph if the information is
 231 | included in an official record of the association and is
 232 | voluntarily provided by an owner and not requested by the
 233 | association.

234 | f. Electronic security measures that are used by the
 235 | association to safeguard data, including passwords.

236 | g. The software and operating system used by the
 237 | association which allow the manipulation of data, even if the
 238 | owner owns a copy of the same software used by the association.
 239 | The data is part of the official records of the association.

240 | h. All affirmative acknowledgments made pursuant to s.
 241 | 718.121(4)(c).

242 | Section 2. Paragraph (b) of subsection (6) of section
 243 | 718.116, Florida Statutes, is amended to read:

244 | 718.116 Assessments; liability; lien and priority;
 245 | interest; collection.—

246 | (6)

247 | (b) No foreclosure judgment may be entered until at least
 248 | 45 ~~30~~ days after the association gives written notice to the
 249 | unit owner of its intention to foreclose its lien to collect the
 250 | unpaid assessments. The notice must be in substantially the

251 following form:

252

253 DELINQUENT ASSESSMENT

254

255 This letter is to inform you a Claim of Lien has been
 256 filed against your property because you have not paid
 257 the ...(type of assessment)... assessment to ...(name
 258 of association).... The association intends to
 259 foreclose the lien and collect the unpaid amount
 260 within 45 ~~30~~ days of this letter being provided to
 261 you.

262

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

268

269 Any questions concerning this matter should be
 270 directed to ...(insert name, addresses, and telephone
 271 numbers of association representative)....

272

273 If this notice is not given at least 45 ~~30~~ days before the
 274 foreclosure action is filed, and if the unpaid assessments,
 275 including those coming due after the claim of lien is recorded,

276 are paid before the entry of a final judgment of foreclosure,
277 the association shall not recover attorney ~~attorney's~~ fees or
278 costs. The notice must be given by delivery of a copy of it to
279 the unit owner or by certified or registered mail, return
280 receipt requested, addressed to the unit owner at his or her
281 last known address; and, upon such mailing, the notice shall be
282 deemed to have been given, and the court shall proceed with the
283 foreclosure action and may award attorney ~~attorney's~~ fees and
284 costs as permitted by law. The notice requirements of this
285 subsection are satisfied if the unit owner records a notice of
286 contest of lien as provided in subsection (5). The notice
287 requirements of this subsection do not apply if an action to
288 foreclose a mortgage on the condominium unit is pending before
289 any court; if the rights of the association would be affected by
290 such foreclosure; and if actual, constructive, or substitute
291 service of process has been made on the unit owner.

292 Section 3. Subsection (4) of section 718.121, Florida
293 Statutes, is amended, and subsections (5) and (6) are added to
294 that section, to read:

295 718.121 Liens.—

296 (4) (a) The association must deliver a unit's statement of
297 the account described in s. 718.111(12)(a)11.b. to the unit
298 owner by first-class United States mail or by electronic
299 transmission to the unit owner's e-mail address maintained in
300 the association's official records.

301 (b) Before changing the method of delivery for the
302 statement of the account, the association must deliver a written
303 notice of such change to each unit owner. The written notice
304 must be delivered to the unit owner at least 30 days before the
305 association sends the statement of the account by the new
306 delivery method. The notice must be sent by first-class United
307 States mail to the unit owner at his or her last address as
308 reflected in the association's records and, if such address is
309 not the unit address, must be sent by first-class United States
310 mail to the unit address. Notice is deemed to have been given
311 upon mailing as required by this paragraph.

312 (c) A unit owner must affirmatively acknowledge his or her
313 understanding that the association will change its method of
314 delivery of the statement of the account before the association
315 may change the method of delivering the statement of the
316 account. The unit owner may make the affirmative acknowledgment
317 electronically or in writing.

318 (5) An association may not require payment of attorney
319 fees related to a past due assessment without first delivering a
320 written notice of late assessment to the unit owner which
321 specifies the amount owed the association and provides the unit
322 owner an opportunity to pay the amount owed without the
323 assessment of attorney fees. The notice of late assessment must
324 be sent by first-class United States mail to the unit owner at
325 his or her last address as reflected in the association's

326 records and, if such address is not the unit address, must be
 327 sent by first-class United States mail to the unit address.
 328 Notice is deemed to have been given upon mailing as required by
 329 this subsection. The notice must be in substantially the
 330 following form:

331
 332 NOTICE OF LATE ASSESSMENT

333
 334 RE: Unit of ...(name of association)...

335
 336 The following amounts are currently due on your
 337 account to ...(name of association)..., and must be
 338 paid within 30 days of the date of this letter. This
 339 letter shall serve as the association's notice of its
 340 intent to proceed with further collection action
 341 against your property no sooner than 30 days of the
 342 date of this letter, unless you pay in full the
 343 amounts set forth below:

344

345 <u>Maintenance due ...(dates)...</u>	<u>\$.....</u>
346 <u>Late fee, if applicable</u>	<u>\$.....</u>
347 <u>Interest through ...(dates)....*</u>	<u>\$.....</u>
348 <u>TOTAL OUTSTANDING</u>	<u>\$.....</u>

349
 350 *Interest accrues at the rate of percent per annum.

376 | paid within 45 ~~30~~ days after your receipt of this
 377 | letter. This letter shall serve as the association's
 378 | notice of intent to record a Claim of Lien against
 379 | your property no sooner than 45 ~~30~~ days after your
 380 | receipt of this letter, unless you pay in full the
 381 | amounts set forth below:

383	Maintenance due ... (dates)...	\$.....
384	Late fee, if applicable	\$.....
385	Interest through ... (dates) ...*	\$.....
386	Certified mail charges	\$.....
387	Other costs	\$.....
388	TOTAL OUTSTANDING	\$.....

389 |
 390 | *Interest accrues at the rate of percent per
 391 | annum.

392 | Section 4. Paragraphs (a) and (c) of subsection (2) of
 393 | section 719.104, Florida Statutes, are amended to read:

394 | 719.104 Cooperatives; access to units; records; financial
 395 | reports; assessments; purchase of leases.—

396 | (2) OFFICIAL RECORDS.—

397 | (a) From the inception of the association, the association
 398 | shall maintain a copy of each of the following, where
 399 | applicable, which shall constitute the official records of the
 400 | association:

- 401 1. The plans, permits, warranties, and other items
 402 provided by the developer pursuant to s. 719.301(4).
 403 2. A photocopy of the cooperative documents.
 404 3. A copy of the current rules of the association.
 405 4. A book or books containing the minutes of all meetings
 406 of the association, of the board of directors, and of the unit
 407 owners.
 408 5. A current roster of all unit owners and their mailing
 409 addresses, unit identifications, voting certifications, and, if
 410 known, telephone numbers. The association shall also maintain
 411 the e-mail addresses and the numbers designated by unit owners
 412 for receiving notice sent by electronic transmission of those
 413 unit owners consenting to receive notice by electronic
 414 transmission. The e-mail addresses and numbers provided by unit
 415 owners to receive notice by electronic transmission shall be
 416 removed from association records when consent to receive notice
 417 by electronic transmission is revoked. However, the association
 418 is not liable for an erroneous disclosure of the e-mail address
 419 or the number for receiving electronic transmission of notices.
 420 6. All current insurance policies of the association.
 421 7. A current copy of any management agreement, lease, or
 422 other contract to which the association is a party or under
 423 which the association or the unit owners have an obligation or
 424 responsibility.
 425 8. Bills of sale or transfer for all property owned by the

426 association.

427 9. Accounting records for the association and separate
428 accounting records for each unit it operates, according to good
429 accounting practices. The accounting records shall include, but
430 not be limited to:

431 a. Accurate, itemized, and detailed records of all
432 receipts and expenditures.

433 b. A current account and a monthly, bimonthly, or
434 quarterly statement of the account for each unit designating the
435 name of the unit owner, the due date and amount of each
436 assessment, the amount paid upon the account, and the balance
437 due.

438 c. All audits, reviews, accounting statements, and
439 financial reports of the association.

440 d. All contracts for work to be performed. Bids for work
441 to be performed shall also be considered official records and
442 shall be maintained for a period of 1 year.

443 10. Ballots, sign-in sheets, voting proxies, and all other
444 papers and electronic records relating to voting by unit owners,
445 which shall be maintained for a period of 1 year after the date
446 of the election, vote, or meeting to which the document relates.

447 11. All rental records where the association is acting as
448 agent for the rental of units.

449 12. A copy of the current question and answer sheet as
450 described in s. 719.504.

451 13. All affirmative acknowledgments made pursuant to s.
452 719.108(3)(b)3.

453 14. All other written records of the association not
454 specifically included in the foregoing which are related to the
455 operation of the association.

456 (c) The official records of the association are open to
457 inspection by any association member or the authorized
458 representative of such member at all reasonable times. The right
459 to inspect the records includes the right to make or obtain
460 copies, at the reasonable expense, if any, of the association
461 member. The association may adopt reasonable rules regarding the
462 frequency, time, location, notice, and manner of record
463 inspections and copying. The failure of an association to
464 provide the records within 10 working days after receipt of a
465 written request creates a rebuttable presumption that the
466 association willfully failed to comply with this paragraph. A
467 unit owner who is denied access to official records is entitled
468 to the actual damages or minimum damages for the association's
469 willful failure to comply. The minimum damages are \$50 per
470 calendar day for up to 10 days, beginning on the 11th working
471 day after receipt of the written request. The failure to permit
472 inspection entitles any person prevailing in an enforcement
473 action to recover reasonable attorney fees from the person in
474 control of the records who, directly or indirectly, knowingly
475 denied access to the records. Any person who knowingly or

476 intentionally defaces or destroys accounting records that are
477 required by this chapter to be maintained during the period for
478 which such records are required to be maintained, or who
479 knowingly or intentionally fails to create or maintain
480 accounting records that are required to be created or
481 maintained, with the intent of causing harm to the association
482 or one or more of its members, is personally subject to a civil
483 penalty pursuant to s. 719.501(1)(d). The association shall
484 maintain an adequate number of copies of the declaration,
485 articles of incorporation, bylaws, and rules, and all amendments
486 to each of the foregoing, as well as the question and answer
487 sheet as described in s. 719.504 and year-end financial
488 information required by the department, on the cooperative
489 property to ensure their availability to unit owners and
490 prospective purchasers, and may charge its actual costs for
491 preparing and furnishing these documents to those requesting the
492 same. An association shall allow a member or his or her
493 authorized representative to use a portable device, including a
494 smartphone, tablet, portable scanner, or any other technology
495 capable of scanning or taking photographs, to make an electronic
496 copy of the official records in lieu of the association
497 providing the member or his or her authorized representative
498 with a copy of such records. The association may not charge a
499 member or his or her authorized representative for the use of a
500 portable device. Notwithstanding this paragraph, the following

501 records shall not be accessible to unit owners:

502 1. Any record protected by the lawyer-client privilege as
 503 described in s. 90.502 and any record protected by the work-
 504 product privilege, including any record prepared by an
 505 association attorney or prepared at the attorney's express
 506 direction which reflects a mental impression, conclusion,
 507 litigation strategy, or legal theory of the attorney or the
 508 association, and which was prepared exclusively for civil or
 509 criminal litigation or for adversarial administrative
 510 proceedings, or which was prepared in anticipation of such
 511 litigation or proceedings until the conclusion of the litigation
 512 or proceedings.

513 2. Information obtained by an association in connection
 514 with the approval of the lease, sale, or other transfer of a
 515 unit.

516 3. Personnel records of association or management company
 517 employees, including, but not limited to, disciplinary, payroll,
 518 health, and insurance records. For purposes of this
 519 subparagraph, the term "personnel records" does not include
 520 written employment agreements with an association employee or
 521 management company, or budgetary or financial records that
 522 indicate the compensation paid to an association employee.

523 4. Medical records of unit owners.

524 5. Social security numbers, driver license numbers, credit
 525 card numbers, e-mail addresses, telephone numbers, facsimile

526 numbers, emergency contact information, addresses of a unit
527 owner other than as provided to fulfill the association's notice
528 requirements, and other personal identifying information of any
529 person, excluding the person's name, unit designation, mailing
530 address, property address, and any address, e-mail address, or
531 facsimile number provided to the association to fulfill the
532 association's notice requirements. Notwithstanding the
533 restrictions in this subparagraph, an association may print and
534 distribute to unit ~~parcel~~ owners a directory containing the
535 name, unit ~~parcel~~ address, and all telephone numbers of each
536 unit ~~parcel~~ owner. However, an owner may exclude his or her
537 telephone numbers from the directory by so requesting in writing
538 to the association. An owner may consent in writing to the
539 disclosure of other contact information described in this
540 subparagraph. The association is not liable for the inadvertent
541 disclosure of information that is protected under this
542 subparagraph if the information is included in an official
543 record of the association and is voluntarily provided by an
544 owner and not requested by the association.

545 6. Electronic security measures that are used by the
546 association to safeguard data, including passwords.

547 7. The software and operating system used by the
548 association which allow the manipulation of data, even if the
549 owner owns a copy of the same software used by the association.
550 The data is part of the official records of the association.

551 8. All affirmative acknowledgments made pursuant to s.
 552 719.108(3)(b)3.

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

555 719.108 Rents and assessments; liability; lien and
 556 priority; interest; collection; cooperative ownership.—

557 (3) (a) Rents and assessments, and installments on them,
 558 not paid when due bear interest at the rate provided in the
 559 cooperative documents from the date due until paid. This rate
 560 may not exceed the rate allowed by law and, if a rate is not
 561 provided in the cooperative documents, accrues at 18 percent per
 562 annum. If the cooperative documents or bylaws so provide, the
 563 association may charge an administrative late fee in addition to
 564 such interest, not to exceed the greater of \$25 or 5 percent of
 565 each installment of the assessment for each delinquent
 566 installment that the payment is late. Any payment received by an
 567 association must be applied first to any interest accrued by the
 568 association, then to any administrative late fee, then to any
 569 costs and reasonable attorney fees incurred in collection, and
 570 then to the delinquent assessment. The foregoing applies
 571 notwithstanding s. 673.3111, any purported accord and
 572 satisfaction, or any restrictive endorsement, designation, or
 573 instruction placed on or accompanying a payment. The preceding
 574 sentence is intended to clarify existing law. A late fee is not
 575 subject to chapter 687 or s. 719.303(4).

576 (b)1. The association must deliver a unit's statement of
577 the account described in s. 719.104(2)(a)9.b. to the unit owner
578 by first-class United States mail or by electronic transmission
579 to the unit owner's e-mail address maintained in the
580 association's official records.

581 2. Before changing the method of delivery for the
582 statement of the account, the association must deliver a written
583 notice of such change to each unit owner. The written notice
584 must be delivered to the unit owner at least 30 days before the
585 association sends the statement of the account by the new
586 delivery method. The notice must be sent by first-class United
587 States mail to the unit owner at his or her last address as
588 reflected in the association's records and, if such address is
589 not the unit address, must be sent by first-class United States
590 mail to the unit address. Notice is deemed to have been given
591 upon mailing as required by this subparagraph.

592 3. A unit owner must affirmatively acknowledge his or her
593 understanding that the association will change its method of
594 delivery of the statement of the account before the association
595 may change the method of delivering the statement of the
596 account. The unit owner may make the affirmative acknowledgment
597 electronically or in writing.

598 (c) An association may not require payment of attorney
599 fees related to a past due assessment without first delivering a
600 written notice of late assessment to the owner which specifies

601 the amount owed the association and provides the unit owner an
 602 opportunity to pay the amount owed without the assessment of
 603 attorney fees. The notice of late assessment must be sent by
 604 first-class United States mail to the unit owner at his or her
 605 last address as reflected in the association's records and, if
 606 such address is not the unit address, must be sent by first-
 607 class United States mail to the unit address. Notice is deemed
 608 to have been given upon mailing as required by this paragraph.
 609 The notice must be in substantially the following form:

610
 611 NOTICE OF LATE ASSESSMENT

612
 613 RE: Unit of ...(name of association)...

614
 615 The following amounts are currently due on your
 616 account to ...(name of association)..., and must be
 617 paid within 30 days of the date of this letter. This
 618 letter shall serve as the association's notice to
 619 proceed with further collection action against your
 620 property no sooner than 30 days of the date of this
 621 letter, unless you pay in full the amounts set forth
 622 below:

623
 624 Maintenance due ...(dates)... \$.....
 625 Late fee, if applicable \$.....

651 RE: Unit ...(unit number)... of ...(name of
 652 cooperative)...

653
 654 The following amounts are currently due on your
 655 account to ...(name of association)..., and must be
 656 paid within 45 ~~30~~ days after your receipt of this
 657 letter. This letter shall serve as the association's
 658 notice of intent to record a Claim of Lien against
 659 your property no sooner than 45 ~~30~~ days after your
 660 receipt of this letter, unless you pay in full the
 661 amounts set forth below:

662		
663	Maintenance due ...(dates)...	\$.....
664	Late fee, if applicable	\$.....
665	Interest through ...(dates)...*	\$.....
666	Certified mail charges	\$.....
667	Other costs	\$.....
668	TOTAL OUTSTANDING	\$.....

669
 670 *Interest accrues at the rate of percent per
 671 annum.

672 1. If the most recent address of the unit owner on the
 673 records of the association is the address of the unit, the
 674 notice must be sent by certified mail, return receipt requested,
 675 to the unit owner at the address of the unit.

676 2. If the most recent address of the unit owner on the
677 records of the association is in the United States, but is not
678 the address of the unit, the notice must be sent by certified
679 mail, return receipt requested, to the unit owner at his or her
680 most recent address.

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

685 (b) A notice that is sent pursuant to this subsection is
686 deemed delivered upon mailing. A claim of lien must be executed
687 and acknowledged by an officer or authorized agent of the
688 association. The lien is not effective 1 year after the claim of
689 lien was recorded unless, within that time, an action to enforce
690 the lien is commenced. The 1-year period is automatically
691 extended for any length of time during which the association is
692 prevented from filing a foreclosure action by an automatic stay
693 resulting from a bankruptcy petition filed by the parcel owner
694 or any other person claiming an interest in the parcel. The
695 claim of lien secures all unpaid rents and assessments that are
696 due and that may accrue after the claim of lien is recorded and
697 through the entry of a final judgment, as well as interest and
698 all reasonable costs and attorney fees incurred by the
699 association incident to the collection process. Upon payment in
700 full, the person making the payment is entitled to a

701 satisfaction of the lien.

702 (c) By recording a notice in substantially the following
 703 form, a unit owner or the unit owner's agent or attorney may
 704 require the association to enforce a recorded claim of lien
 705 against his or her cooperative parcel:

706
 707 NOTICE OF CONTEST OF LIEN

708
 709 TO: ... (Name and address of association) ...:

710
 711 You are notified that the undersigned contests the
 712 claim of lien filed by you on, ... (year) ..., and
 713 recorded in Official Records Book at Page,
 714 of the public records of County, Florida, and
 715 that the time within which you may file suit to
 716 enforce your lien is limited to 90 days from the date
 717 of service of this notice. Executed this day of
 718, ... (year)

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

720
 721 After notice of contest of lien has been recorded, the clerk of
 722 the circuit court shall mail a copy of the recorded notice to
 723 the association by certified mail, return receipt requested, at
 724 the address shown in the claim of lien or most recent amendment
 725 to it and shall certify to the service on the face of the

726 notice. Service is complete upon mailing. After service, the
 727 association has 90 days in which to file an action to enforce
 728 the lien. If the action is not filed within the 90-day period,
 729 the lien is void. However, the 90-day period shall be extended
 730 for any length of time during which the association is prevented
 731 from filing its action because of an automatic stay resulting
 732 from the filing of a bankruptcy petition by the unit owner or by
 733 any other person claiming an interest in the parcel.

734 (d) A release of lien must be in substantially the
 735 following form:

736
 737 RELEASE OF LIEN
 738

739 The undersigned lienor, in consideration of the final payment in
 740 the amount of \$....., hereby waives and releases its lien and
 741 right to claim a lien for unpaid assessments through,
 742 ...(year)...., recorded in the Official Records Book at Page
 743, of the public records of County, Florida, for the
 744 following described real property:

745
 746 THAT COOPERATIVE PARCEL WHICH INCLUDES UNIT NO.
 747 OF ... (NAME OF COOPERATIVE) ..., A COOPERATIVE AS SET
 748 FORTH IN THE COOPERATIVE DOCUMENTS AND THE EXHIBITS
 749 ANNEXED THERETO AND FORMING A PART THEREOF, RECORDED
 750 IN OFFICIAL RECORDS BOOK, PAGE, OF THE

751 PUBLIC RECORDS OF COUNTY, FLORIDA.
 752
 753 ...(Signature of Authorized Agent)... ...(Signature of
 754 Witness)...

755 ...(Print Name)... ...(Print Name)...

756
 757 ...(Signature of Witness)...

758 ...(Print Name)...

759

760 Sworn to (or affirmed) and subscribed before me this day of
 761, ...(year)..., by ...(name of person making statement)....
 762 ...(Signature of Notary Public)...

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

764 Personally Known OR Produced as identification.

765 Section 6. Present paragraph (1) of subsection (4) of
 766 section 720.303, Florida Statutes, is redesignated as paragraph
 767 (m), a new paragraph (1) is added to that subsection, and
 768 paragraph (c) of subsection (5) of that section is amended, to
 769 read:

770 720.303 Association powers and duties; meetings of board;
 771 official records; budgets; financial reporting; association
 772 funds; recalls.—

773 (4) OFFICIAL RECORDS.—The association shall maintain each
 774 of the following items, when applicable, which constitute the
 775 official records of the association:

776 (1) All affirmative acknowledgments made pursuant to s.
777 720.3085(3)(c)3.

778 (5) INSPECTION AND COPYING OF RECORDS.—The official
779 records shall be maintained within the state for at least 7
780 years and shall be made available to a parcel owner for
781 inspection or photocopying within 45 miles of the community or
782 within the county in which the association is located within 10
783 business days after receipt by the board or its designee of a
784 written request. This subsection may be complied with by having
785 a copy of the official records available for inspection or
786 copying in the community or, at the option of the association,
787 by making the records available to a parcel owner electronically
788 via the Internet or by allowing the records to be viewed in
789 electronic format on a computer screen and printed upon request.
790 If the association has a photocopy machine available where the
791 records are maintained, it must provide parcel owners with
792 copies on request during the inspection if the entire request is
793 limited to no more than 25 pages. An association shall allow a
794 member or his or her authorized representative to use a portable
795 device, including a smartphone, tablet, portable scanner, or any
796 other technology capable of scanning or taking photographs, to
797 make an electronic copy of the official records in lieu of the
798 association's providing the member or his or her authorized
799 representative with a copy of such records. The association may
800 not charge a fee to a member or his or her authorized

801 representative for the use of a portable device.

802 (c) The association may adopt reasonable written rules
803 governing the frequency, time, location, notice, records to be
804 inspected, and manner of inspections, but may not require a
805 parcel owner to demonstrate any proper purpose for the
806 inspection, state any reason for the inspection, or limit a
807 parcel owner's right to inspect records to less than one 8-hour
808 business day per month. The association may impose fees to cover
809 the costs of providing copies of the official records, including
810 the costs of copying and the costs required for personnel to
811 retrieve and copy the records if the time spent retrieving and
812 copying the records exceeds one-half hour and if the personnel
813 costs do not exceed \$20 per hour. Personnel costs may not be
814 charged for records requests that result in the copying of 25 or
815 fewer pages. The association may charge up to 25 cents per page
816 for copies made on the association's photocopier. If the
817 association does not have a photocopy machine available where
818 the records are kept, or if the records requested to be copied
819 exceed 25 pages in length, the association may have copies made
820 by an outside duplicating service and may charge the actual cost
821 of copying, as supported by the vendor invoice. The association
822 shall maintain an adequate number of copies of the recorded
823 governing documents, to ensure their availability to members and
824 prospective members. Notwithstanding this paragraph, the
825 following records are not accessible to members or parcel

826 owners:

827 1. Any record protected by the lawyer-client privilege as
828 described in s. 90.502 and any record protected by the work-
829 product privilege, including, but not limited to, a record
830 prepared by an association attorney or prepared at the
831 attorney's express direction which reflects a mental impression,
832 conclusion, litigation strategy, or legal theory of the attorney
833 or the association and which was prepared exclusively for civil
834 or criminal litigation or for adversarial administrative
835 proceedings or which was prepared in anticipation of such
836 litigation or proceedings until the conclusion of the litigation
837 or proceedings.

838 2. Information obtained by an association in connection
839 with the approval of the lease, sale, or other transfer of a
840 parcel.

841 3. Personnel records of association or management company
842 employees, including, but not limited to, disciplinary, payroll,
843 health, and insurance records. For purposes of this
844 subparagraph, the term "personnel records" does not include
845 written employment agreements with an association or management
846 company employee or budgetary or financial records that indicate
847 the compensation paid to an association or management company
848 employee.

849 4. Medical records of parcel owners or community
850 residents.

851 5. Social security numbers, driver license numbers, credit
852 card numbers, electronic mailing addresses, telephone numbers,
853 facsimile numbers, emergency contact information, any addresses
854 for a parcel owner other than as provided for association notice
855 requirements, and other personal identifying information of any
856 person, excluding the person's name, parcel designation, mailing
857 address, and property address. Notwithstanding the restrictions
858 in this subparagraph, an association may print and distribute to
859 parcel owners a directory containing the name, parcel address,
860 and all telephone numbers of each parcel owner. However, an
861 owner may exclude his or her telephone numbers from the
862 directory by so requesting in writing to the association. An
863 owner may consent in writing to the disclosure of other contact
864 information described in this subparagraph. The association is
865 not liable for the disclosure of information that is protected
866 under this subparagraph if the information is included in an
867 official record of the association and is voluntarily provided
868 by an owner and not requested by the association.

869 6. Any electronic security measure that is used by the
870 association to safeguard data, including passwords.

871 7. The software and operating system used by the
872 association which allows the manipulation of data, even if the
873 owner owns a copy of the same software used by the association.
874 The data is part of the official records of the association.

875 8. All affirmative acknowledgments made pursuant to s.

876 720.3085(3)(c)3.

877 Section 7. Paragraphs (c) and (d) are added to subsection
878 (3) of section 720.3085, Florida Statutes, to read:

879 720.3085 Payment for assessments; lien claims.—

880 (3) Assessments and installments on assessments that are
881 not paid when due bear interest from the due date until paid at
882 the rate provided in the declaration of covenants or the bylaws
883 of the association, which rate may not exceed the rate allowed
884 by law. If no rate is provided in the declaration or bylaws,
885 interest accrues at the rate of 18 percent per year.

886 (c)1. The association must deliver a parcel owner's
887 periodic statement of the account described in s.
888 720.303(4)(j)2. to the parcel owner by first-class United States
889 mail or by electronic transmission to the parcel owner's e-mail
890 address maintained in the association's official records.

891 2. Before changing the method of delivery for the
892 statement of the account, the association must deliver a written
893 notice such change to each parcel owner. The written notice must
894 be delivered to the parcel owner at least 30 days before the
895 association sends the statement of the account by the new
896 delivery method. The notice must be sent by first-class United
897 States mail to the owner at his or her last address as reflected
898 in the association's records and, if such address is not the
899 parcel address, must be sent by first-class United States mail
900 to the parcel address. Notice is deemed to have been given upon

901 mailing as required by this subparagraph.

902 3. A parcel owner must affirmatively acknowledge his or
 903 her understanding that the association will change its method of
 904 delivery of the statement of the account before the association
 905 may change the method of delivering the statement of the
 906 account. The parcel owner may make the affirmative
 907 acknowledgment electronically or in writing.

908 (d) An association may not require payment of attorney
 909 fees related to a past due assessment without first delivering a
 910 written notice of late assessment to the parcel owner which
 911 specifies the amount owed the association and provides the
 912 parcel owner an opportunity to pay the amount owed without the
 913 assessment of attorney fees. The notice of late assessment must
 914 be sent by first-class United States mail to the owner at his or
 915 her last address as reflected in the association's records and,
 916 if such address is not the parcel address, must be sent by
 917 first-class United States mail to the parcel address. Notice is
 918 deemed to have been given upon mailing as required by this
 919 paragraph. The notice must be in substantially the following
 920 form:

921
 922 NOTICE OF LATE ASSESSMENT

923
 924 RE: Parcel of ...(name of association)...
 925

926 | The following amounts are currently due on your
 927 | account to ...(name of association)..., and must be
 928 | paid within 30 days after the date of this letter.
 929 | This letter shall serve as the association's notice to
 930 | proceed with further collection action against your
 931 | property no sooner than 30 days after the date of this
 932 | letter, unless you pay in full the amounts set forth
 933 | below:

934		
935	<u>Maintenance due ...(dates)...</u>	<u>\$.....</u>
936	<u>Late fee, if applicable</u>	<u>\$.....</u>
937	<u>Interest through ...(dates)...*</u>	<u>\$.....</u>
938	<u>TOTAL OUTSTANDING</u>	<u>\$.....</u>

939

940 | *Interest accrues at the rate of percent per annum.
 941 | Section 8. This act shall take effect July 1, 2021.