

By the Committee on Fiscal Policy; and Senator Martin

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1 A bill to be entitled
2 An act relating to estoppel certificates; amending s.
3 468.4334, F.S.; prohibiting agreements that indemnify
4 a community association manager or community
5 association management firm for errors or omissions
6 relating to the provision or preparation of an
7 estoppel certificate; amending s. 468.436, F.S.;
8 revising acts that constitute grounds for which
9 certain disciplinary actions may be taken to include
10 specified actions relating to estoppel certificates;
11 making technical changes; amending ss. 718.116,
12 719.108, and 720.30851, F.S.; revising the time in
13 which a community association must provide an estoppel
14 certificate to a requestor; specifying the maximum
15 charges for an estoppel certificate to a specified
16 amount; requiring a community association to annually
17 establish the authority to charge a fee for an
18 estoppel certificate; limiting fees or charges for an
19 estoppel certificate to those specified by law;
20 deleting provisions providing for the adjustment of
21 fees for an estoppel certificate based on changes in
22 an inflation index; providing that the fee for the
23 preparation and delivery of an estoppel certificate be
24 paid from closing or settlement proceeds in certain
25 circumstances; providing an effective date.

26
27 Be It Enacted by the Legislature of the State of Florida:

28
29 Section 1. Paragraph (b) of subsection (2) of section

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30 468.4334, Florida Statutes, is amended to read:

31 468.4334 Professional practice standards; liability.-

32 (2)

33 (b) Indemnification under paragraph (a) may not cover any
34 errors or omissions relating to the preparation or provision of
35 an estoppel certificate, or any act or omission that violates a
36 criminal law; derives an improper personal benefit, either
37 directly or indirectly; is grossly negligent; or is reckless, is
38 in bad faith, is with malicious purpose, or is in a manner
39 exhibiting wanton and willful disregard of human rights, safety,
40 or property.

41 Section 2. Paragraph (b) of subsection (2) of section
42 468.436, Florida Statutes, is amended to read:

43 468.436 Disciplinary proceedings.-

44 (2) The following acts constitute grounds for which the
45 disciplinary actions in subsection (4) may be taken:

46 (b)1. Violation of ~~any provision of~~ this part.

47 2. Violation of any lawful order or rule rendered or
48 adopted by the department or the council.

49 3. Being convicted of or pleading nolo contendere to a
50 felony in any court in the United States.

51 4. Obtaining a license or certification or any other order,
52 ruling, or authorization by means of fraud, misrepresentation,
53 or concealment of material facts.

54 5. Committing acts of gross misconduct or gross negligence
55 in connection with the profession.

56 6. Contracting, on behalf of an association, with any
57 entity in which the licensee has a financial interest that is
58 not disclosed.

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59 7. Violating any provision of chapter 718, chapter 719, or
60 chapter 720 during the course of performing community
61 association management services pursuant to a contract with a
62 community association as defined in s. 468.431(1).

63 8.a. Charging or attempting to charge fees or charges for
64 an estoppel certificate, for which fees are not authorized or
65 are in excess of the amounts authorized by chapter 718, chapter
66 719, or chapter 720.

67 b. Failing to timely provide an estoppel certificate or
68 providing an incomplete estoppel certificate.

69 Section 3. Subsection (8) of section 718.116, Florida
70 Statutes, is amended to read:

71 718.116 Assessments; liability; lien and priority;
72 interest; collection.—

73 (8) Within 5 ~~10~~ business days after receiving a written or
74 electronic request therefor from a unit owner or the unit
75 owner's designee, or a unit mortgagee or the unit mortgagee's
76 designee, the association shall issue the estoppel certificate.
77 Each association shall designate on its website a person or
78 entity with a street or e-mail address for receipt of a request
79 for an estoppel certificate issued pursuant to this section. The
80 estoppel certificate must be provided by hand delivery, regular
81 mail, or e-mail to the requestor on the date of issuance of the
82 estoppel certificate.

83 (a) An estoppel certificate may be completed by any board
84 member, authorized agent, or authorized representative of the
85 association, including any authorized agent, authorized
86 representative, or employee of a management company authorized
87 to complete this form on behalf of the board or association. The

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88 estoppel certificate must contain all of the following
89 information and must be substantially in the following form:

90 1. Date of issuance:....

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

93 3. Unit designation and address:....

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

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

99 6. Fee for the preparation and delivery of the estoppel
100 certificate:....

101 7. Name of the requestor:....

102 8. Assessment information and other information:

103

104 ASSESSMENT INFORMATION:

105

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

108 b. The regular periodic assessment is paid through
109 ...(insert date paid through)....

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

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

116 e. An itemized list of any additional assessments, special

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117 assessments, and other moneys that are scheduled to become due
118 for each day after the date of issuance for the effective period
119 of the estoppel certificate is provided. In calculating the
120 amounts that are scheduled to become due, the association may
121 assume that any delinquent amounts will remain delinquent during
122 the effective period of the estoppel certificate.

123

124 OTHER INFORMATION:

125

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

129 g. Is there any open violation of rule or regulation
130 noticed to the unit owner in the association official records?
131(Yes)(No).

132 h. Do the rules and regulations of the association
133 applicable to the unit require approval by the board of
134 directors of the association for the transfer of the unit?
135(Yes)(No). If yes, has the board approved the transfer
136 of the unit?(Yes)(No).

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

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

143 k. Provide contact information for all insurance maintained
144 by the association.

145 l. Provide the signature of an officer or authorized agent

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146 of the association.

147

148 The association, at its option, may include additional
149 information in the estoppel certificate.

150 (b) An estoppel certificate that is hand delivered or sent
151 by electronic means has a 30-day effective period. An estoppel
152 certificate that is sent by regular mail has a 35-day effective
153 period. If additional information or a mistake related to the
154 estoppel certificate becomes known to the association within the
155 effective period, an amended estoppel certificate may be
156 delivered and becomes effective if a sale or refinancing of the
157 unit has not been completed during the effective period. A fee
158 may not be charged for an amended estoppel certificate. An
159 amended estoppel certificate must be delivered on the date of
160 issuance, and a new 30-day or 35-day effective period begins on
161 such date.

162 (c) An association waives the right to collect any moneys
163 owed in excess of the amounts specified in the estoppel
164 certificate from any person who in good faith relies upon the
165 estoppel certificate and from the person's successors and
166 assigns.

167 (d) If an association receives a request for an estoppel
168 certificate from a unit owner or the unit owner's designee, or a
169 unit mortgagee or the unit mortgagee's designee, and fails to
170 deliver the estoppel certificate within 5 ~~10~~ business days, a
171 fee may not be charged for the preparation and delivery of that
172 estoppel certificate.

173 (e) A summary proceeding pursuant to s. 51.011 may be
174 brought to compel compliance with this subsection, and in any

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175 such action the prevailing party is entitled to recover
176 reasonable attorney fees.

177 (f) Notwithstanding any limitation on transfer fees
178 contained in s. 718.112(2)(k), an association or its authorized
179 agent may charge a reasonable fee for the preparation and
180 delivery of an estoppel certificate, which may not exceed \$250,
181 if, on the date the certificate is issued, no delinquent amounts
182 are owed to the association for the applicable unit. ~~If an~~
183 ~~estoppel certificate is requested on an expedited basis and~~
184 ~~delivered within 3 business days after the request, the~~
185 ~~association may charge an additional fee of \$100.~~ If a
186 delinquent amount is owed to the association for the applicable
187 unit, an additional fee for the estoppel certificate may not
188 exceed \$150.

189 (g) If estoppel certificates for multiple units owned by
190 the same owner are simultaneously requested from the same
191 association and there are no past due monetary obligations owed
192 to the association, the statement of moneys due for those units
193 may be delivered in one or more estoppel certificates, and, even
194 though the fee for each unit shall be computed as set forth in
195 paragraph (f), the total fee that the association may charge for
196 the preparation and delivery of the estoppel certificates may
197 not exceed, in the aggregate:

- 198 1. For 25 or fewer units, \$750.
- 199 2. For 26 to 50 units, \$1,000.
- 200 3. For 51 to 100 units, \$1,500.
- 201 4. For more than 100 units, \$2,500.

202 (h) The authority to charge a fee for the preparation and
203 delivery of the estoppel certificate must be established

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204 ~~annually~~ by a written resolution adopted by the board or
205 provided by a written management, bookkeeping, or maintenance
206 contract and ~~is payable upon the preparation of the certificate.~~
207 ~~If the certificate is requested in conjunction with the sale or~~
208 ~~mortgage of a unit but the closing does not occur and no later~~
209 ~~than 30 days after the closing date for which the certificate~~
210 ~~was sought the preparer receives a written request, accompanied~~
211 ~~by reasonable documentation, that the sale did not occur from a~~
212 ~~payor that is not the unit owner, the fee shall be refunded to~~
213 ~~that payor within 30 days after receipt of the request. The~~
214 ~~refund is the obligation of the unit owner, and the association~~
215 ~~may collect it from that owner in the same manner as an~~
216 ~~assessment as provided in this section. The right to~~
217 ~~reimbursement may not be waived or modified by any contract or~~
218 ~~agreement. The prevailing party in any action brought to enforce~~
219 ~~a right of reimbursement shall be awarded damages and all~~
220 ~~applicable attorney fees and costs.~~

221 (i) An association may not directly or indirectly charge
222 any fee for an estoppel certificate other than those expressly
223 authorized by this section. Unauthorized fees or charges,
224 whether described as a convenience fee, archive fee, service
225 fee, processing fee, delivery fee, credit card fee,
226 certification fee, third-party fee, or any other fee or charge,
227 are void and may be ignored by the requestor of the certificate.

228 (j) If an estoppel certificate is requested in conjunction
229 with the sale or refinancing of a unit, the fee for the
230 preparation and delivery of the estoppel certificate shall be
231 paid to the association from the closing or settlement proceeds.
232 If the closing does not occur, the fee for the preparation and

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233 delivery of the estoppel certificate remains the obligation of
234 the unit owner, and the association may collect the fee in the
235 same manner as an assessment against the unit. ~~The fees~~
236 ~~specified in this subsection shall be adjusted every 5 years in~~
237 ~~an amount equal to the total of the annual increases for that 5-~~
238 ~~year period in the Consumer Price Index for All Urban Consumers,~~
239 ~~U.S. City Average, All Items. The Department of Business and~~
240 ~~Professional Regulation shall periodically calculate the fees,~~
241 ~~rounded to the nearest dollar, and publish the amounts, as~~
242 ~~adjusted, on its website.~~

243 Section 4. Subsection (6) of section 719.108, Florida
244 Statutes, is amended to read:

245 719.108 Rents and assessments; liability; lien and
246 priority; interest; collection; cooperative ownership.—

247 (6) Within 5 ~~10~~ business days after receiving a written or
248 electronic request for an estoppel certificate from a unit owner
249 or the unit owner's designee, or a unit mortgagee or the unit
250 mortgagee's designee, the association shall issue the estoppel
251 certificate. Each association shall designate on its website a
252 person or entity with a street or e-mail address for receipt of
253 a request for an estoppel certificate issued pursuant to this
254 section. The estoppel certificate must be provided by hand
255 delivery, regular mail, or e-mail to the requestor on the date
256 of issuance of the estoppel certificate.

257 (a) An estoppel certificate may be completed by any board
258 member, authorized agent, or authorized representative of the
259 association, including any authorized agent, authorized
260 representative, or employee of a management company authorized
261 to complete this form on behalf of the board or association. The

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262 estoppel certificate must contain all of the following
263 information and must be substantially in the following form:

- 264 1. Date of issuance:....
- 265 2. Name(s) of the unit owner(s) as reflected in the books
266 and records of the association:....
- 267 3. Unit designation and address:....
- 268 4. Parking or garage space number, as reflected in the
269 books and records of the association:....
- 270 5. Attorney's name and contact information if the account
271 is delinquent and has been turned over to an attorney for
272 collection. No fee may be charged for this information.
- 273 6. Fee for the preparation and delivery of the estoppel
274 certificate:....
- 275 7. Name of the requestor:....
- 276 8. Assessment information and other information:

277
278 ASSESSMENT INFORMATION:

- 279
- 280 a. The regular periodic assessment levied against the unit
281 is \$.... per ...(insert frequency of payment)....
- 282 b. The regular periodic assessment is paid through
283 ...(insert date paid through)....
- 284 c. The next installment of the regular periodic assessment
285 is due ...(insert due date)... in the amount of \$.....
- 286 d. An itemized list of all assessments, special
287 assessments, and other moneys owed by the unit owner on the date
288 of issuance to the association for a specific unit is provided.
- 289 e. An itemized list of any additional assessments, special
290 assessments, and other moneys that are scheduled to become due

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291 for each day after the date of issuance for the effective period
292 of the estoppel certificate is provided. In calculating the
293 amounts that are scheduled to become due, the association may
294 assume that any delinquent amounts will remain delinquent during
295 the effective period of the estoppel certificate.

296

297 OTHER INFORMATION:

298

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

302 g. Is there any open violation of rule or regulation
303 noticed to the unit owner in the association official records?
304(Yes)(No).

305 h. Do the rules and regulations of the association
306 applicable to the unit require approval by the board of
307 directors of the association for the transfer of the unit?
308(Yes)(No). If yes, has the board approved the transfer
309 of the unit?(Yes)(No).

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

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

316 k. Provide contact information for all insurance maintained
317 by the association.

318 l. Provide the signature of an officer or authorized agent
319 of the association.

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320

321 The association, at its option, may include additional
322 information in the estoppel certificate.

323 (b) An estoppel certificate that is hand delivered or sent
324 by electronic means has a 30-day effective period. An estoppel
325 certificate that is sent by regular mail has a 35-day effective
326 period. If additional information or a mistake related to the
327 estoppel certificate becomes known to the association within the
328 effective period, an amended estoppel certificate may be
329 delivered and becomes effective if a sale or refinancing of the
330 unit has not been completed during the effective period. A fee
331 may not be charged for an amended estoppel certificate. An
332 amended estoppel certificate must be delivered on the date of
333 issuance, and a new 30-day or 35-day effective period begins on
334 such date.

335 (c) An association waives the right to collect any moneys
336 owed in excess of the amounts specified in the estoppel
337 certificate from any person who in good faith relies upon the
338 estoppel certificate and from the person's successors and
339 assigns.

340 (d) If an association receives a request for an estoppel
341 certificate from a unit owner or the unit owner's designee, or a
342 unit mortgagee or the unit mortgagee's designee, and fails to
343 deliver the estoppel certificate within 5 ~~10~~ business days, a
344 fee may not be charged for the preparation and delivery of that
345 estoppel certificate.

346 (e) A summary proceeding pursuant to s. 51.011 may be
347 brought to compel compliance with this subsection, and in any
348 such action the prevailing party is entitled to recover

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349 reasonable attorney fees.

350 (f) Notwithstanding any limitation on transfer fees
351 contained in s. 719.106(1)(i), an association or its authorized
352 agent may charge a reasonable fee for the preparation and
353 delivery of an estoppel certificate, which may not exceed \$250
354 if, on the date the certificate is issued, no delinquent amounts
355 are owed to the association for the applicable unit. ~~If an~~
356 ~~estoppel certificate is requested on an expedited basis and~~
357 ~~delivered within 3 business days after the request, the~~
358 ~~association may charge an additional fee of \$100.~~ If a
359 delinquent amount is owed to the association for the applicable
360 unit, an additional fee for the estoppel certificate may not
361 exceed \$150.

362 (g) If estoppel certificates for multiple units owned by
363 the same owner are simultaneously requested from the same
364 association and there are no past due monetary obligations owed
365 to the association, the statement of moneys due for those units
366 may be delivered in one or more estoppel certificates, and, even
367 though the fee for each unit shall be computed as set forth in
368 paragraph (f), the total fee that the association may charge for
369 the preparation and delivery of the estoppel certificates may
370 not exceed, in the aggregate:

- 371 1. For 25 or fewer units, \$750.
- 372 2. For 26 to 50 units, \$1,000.
- 373 3. For 51 to 100 units, \$1,500.
- 374 4. For more than 100 units, \$2,500.

375 (h) The authority to charge a fee for the preparation and
376 delivery of the estoppel certificate must be established
377 annually by a written resolution adopted by the board or

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378 provided by a written management, bookkeeping, or maintenance
379 contract and ~~is payable upon the preparation of the certificate.~~
380 ~~If the certificate is requested in conjunction with the sale or~~
381 ~~mortgage of a parcel but the closing does not occur and no later~~
382 ~~than 30 days after the closing date for which the certificate~~
383 ~~was sought the preparer receives a written request, accompanied~~
384 ~~by reasonable documentation, that the sale did not occur from a~~
385 ~~payor that is not the parcel owner, the fee shall be refunded to~~
386 ~~that payor within 30 days after receipt of the request. The~~
387 ~~refund is the obligation of the parcel owner, and the~~
388 ~~association may collect it from that owner in the same manner as~~
389 ~~an assessment as provided in this section. The right to~~
390 ~~reimbursement may not be waived or modified by any contract or~~
391 ~~agreement. The prevailing party in any action brought to enforce~~
392 ~~a right of reimbursement shall be awarded damages and all~~
393 ~~applicable attorney fees and costs.~~

394 (i) An association may not directly or indirectly charge
395 any fee for an estoppel certificate other than those expressly
396 authorized by this section. Unauthorized fees or charges,
397 whether described as a convenience fee, archive fee, service
398 fee, processing fee, delivery fee, credit card fee,
399 certification fee, third-party fee, or any other fee or charge,
400 are void and may be ignored by the requestor of the certificate.

401 (j) If an estoppel certificate is requested in conjunction
402 with the sale or refinancing of a unit, the fee for the
403 preparation and delivery of the estoppel certificate shall be
404 paid to the association from the closing or settlement proceeds.
405 If the closing does not occur, the fee for the preparation and
406 delivery of the estoppel certificate remains the obligation of

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407 the unit owner, and the association may collect the fee in the
408 same manner as an assessment against the unit. ~~The fees~~
409 ~~specified in this subsection shall be adjusted every 5 years in~~
410 ~~an amount equal to the total of the annual increases for that 5-~~
411 ~~year period in the Consumer Price Index for All Urban Consumers,~~
412 ~~U.S. City Average, All Items. The Department of Business and~~
413 ~~Professional Regulation shall periodically calculate the fees,~~
414 ~~rounded to the nearest dollar, and publish the amounts, as~~
415 ~~adjusted, on its website.~~

416 Section 5. Section 720.30851, Florida Statutes, is amended
417 to read:

418 720.30851 Estoppel certificates.—Within 5 ~~10~~ business days
419 after receiving a written or electronic request for an estoppel
420 certificate from a parcel owner or the parcel owner's designee,
421 or a parcel mortgagee or the parcel mortgagee's designee, the
422 association shall issue the estoppel certificate. Each
423 association shall designate on its website a person or entity
424 with a street or e-mail address for receipt of a request for an
425 estoppel certificate issued pursuant to this section. The
426 estoppel certificate must be provided by hand delivery, regular
427 mail, or e-mail to the requestor on the date of issuance of the
428 estoppel certificate.

429 (1) An estoppel certificate may be completed by any board
430 member, authorized agent, or authorized representative of the
431 association, including any authorized agent, authorized
432 representative, or employee of a management company authorized
433 to complete this form on behalf of the board or association. The
434 estoppel certificate must contain all of the following
435 information and must be substantially in the following form:

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- 436 (a) Date of issuance:....
- 437 (b) Name(s) of the parcel owner(s) as reflected in the
- 438 books and records of the association:....
- 439 (c) Parcel designation and address:....
- 440 (d) Parking or garage space number, as reflected in the
- 441 books and records of the association:....
- 442 (e) Attorney's name and contact information if the account
- 443 is delinquent and has been turned over to an attorney for
- 444 collection. No fee may be charged for this information.
- 445 (f) Fee for the preparation and delivery of the estoppel
- 446 certificate:....
- 447 (g) Name of the requestor:....
- 448 (h) Assessment information and other information:

ASSESSMENT INFORMATION:

- 451
- 452 1. The regular periodic assessment levied against the
- 453 parcel is \$.... per ...(insert frequency of payment)....
- 454 2. The regular periodic assessment is paid through
- 455 ...(insert date paid through)....
- 456 3. The next installment of the regular periodic assessment
- 457 is due ...(insert due date)... in the amount of \$.....
- 458 4. An itemized list of all assessments, special
- 459 assessments, and other moneys owed on the date of issuance to
- 460 the association by the parcel owner for a specific parcel is
- 461 provided.
- 462 5. An itemized list of any additional assessments, special
- 463 assessments, and other moneys that are scheduled to become due
- 464 for each day after the date of issuance for the effective period

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465 of the estoppel certificate is provided. In calculating the
466 amounts that are scheduled to become due, the association may
467 assume that any delinquent amounts will remain delinquent during
468 the effective period of the estoppel certificate.

469

470 OTHER INFORMATION:

471

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

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

478 8. Do the rules and regulations of the association
479 applicable to the parcel require approval by the board of
480 directors of the association for the transfer of the parcel?
481(Yes)(No). If yes, has the board approved the transfer
482 of the parcel?(Yes)(No).

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

487 10. Provide a list of, and contact information for, all
488 other associations of which the parcel is a member.

489 11. Provide contact information for all insurance
490 maintained by the association.

491 12. Provide the signature of an officer or authorized agent
492 of the association.

493

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494 The association, at its option, may include additional
495 information in the estoppel certificate.

496 (2) An estoppel certificate that is hand delivered or sent
497 by electronic means has a 30-day effective period. An estoppel
498 certificate that is sent by regular mail has a 35-day effective
499 period. If additional information or a mistake related to the
500 estoppel certificate becomes known to the association within the
501 effective period, an amended estoppel certificate may be
502 delivered and becomes effective if a sale or refinancing of the
503 parcel has not been completed during the effective period. A fee
504 may not be charged for an amended estoppel certificate. An
505 amended estoppel certificate must be delivered on the date of
506 issuance, and a new 30-day or 35-day effective period begins on
507 such date.

508 (3) An association waives the right to collect any moneys
509 owed in excess of the amounts specified in the estoppel
510 certificate from any person who in good faith relies upon the
511 estoppel certificate and from the person's successors and
512 assigns.

513 (4) If an association receives a request for an estoppel
514 certificate from a parcel owner or the parcel owner's designee,
515 or a parcel mortgagee or the parcel mortgagee's designee, and
516 fails to deliver the estoppel certificate within 5 ~~10~~ business
517 days, a fee may not be charged for the preparation and delivery
518 of that estoppel certificate.

519 (5) A summary proceeding pursuant to s. 51.011 may be
520 brought to compel compliance with this section, and the
521 prevailing party is entitled to recover reasonable attorney
522 fees.

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523 (6) An association or its authorized agent may charge a
524 reasonable fee for the preparation and delivery of an estoppel
525 certificate, which may not exceed \$250, if, on the date the
526 certificate is issued, no delinquent amounts are owed to the
527 association for the applicable parcel. ~~If an estoppel~~
528 ~~certificate is requested on an expedited basis and delivered~~
529 ~~within 3 business days after the request, the association may~~
530 ~~charge an additional fee of \$100.~~ If a delinquent amount is owed
531 to the association for the applicable parcel, an additional fee
532 for the estoppel certificate may not exceed \$150.

533 (7) If estoppel certificates for multiple parcels owned by
534 the same owner are simultaneously requested from the same
535 association and there are no past due monetary obligations owed
536 to the association, the statement of moneys due for those
537 parcels may be delivered in one or more estoppel certificates,
538 and, even though the fee for each parcel shall be computed as
539 set forth in subsection (6), the total fee that the association
540 may charge for the preparation and delivery of the estoppel
541 certificates may not exceed, in the aggregate:

- 542 (a) For 25 or fewer parcels, \$750.
543 (b) For 26 to 50 parcels, \$1,000.
544 (c) For 51 to 100 parcels, \$1,500.
545 (d) For more than 100 parcels, \$2,500.

546 (8) The authority to charge a fee for the preparation and
547 delivery of the estoppel certificate must be established
548 annually by a written resolution adopted by the board or
549 provided by a written management, bookkeeping, or maintenance
550 contract ~~and is payable upon the preparation of the certificate.~~
551 ~~If the certificate is requested in conjunction with the sale or~~

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552 ~~mortgage of a parcel but the closing does not occur and no later~~
553 ~~than 30 days after the closing date for which the certificate~~
554 ~~was sought the preparer receives a written request, accompanied~~
555 ~~by reasonable documentation, that the sale did not occur from a~~
556 ~~payor that is not the parcel owner, the fee shall be refunded to~~
557 ~~that payor within 30 days after receipt of the request. The~~
558 ~~refund is the obligation of the parcel owner, and the~~
559 ~~association may collect it from that owner in the same manner as~~
560 ~~an assessment as provided in this section. The right to~~
561 ~~reimbursement may not be waived or modified by any contract or~~
562 ~~agreement. The prevailing party in any action brought to enforce~~
563 ~~a right of reimbursement shall be awarded damages and all~~
564 ~~applicable attorney fees and costs.~~

565 (9) An association may not directly or indirectly charge
566 any fee for an estoppel certificate other than those expressly
567 authorized by this section. Unauthorized fees or charges,
568 whether described as a convenience fee, archive fee, service
569 fee, processing fee, delivery fee, credit card fee,
570 certification fee, third-party fee, or any other fee or charge,
571 are void and may be ignored by the requestor of the certificate.

572 (10) If an estoppel certificate is requested in conjunction
573 with the sale or refinancing of a parcel, the fee for the
574 preparation and delivery of the estoppel certificate shall be
575 paid to the association from the closing or settlement proceeds.
576 If the closing does not occur, the fee for the preparation and
577 delivery of the estoppel certificate remains the obligation of
578 the parcel owner, and the association may collect the fee in the
579 same manner as an assessment against the parcel. The fees
580 ~~specified in this section shall be adjusted every 5 years in an~~

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581 ~~amount equal to the total of the annual increases for that 5-~~
582 ~~year period in the Consumer Price Index for All Urban Consumers,~~
583 ~~U.S. City Average, All Items. The Department of Business and~~
584 ~~Professional Regulation shall periodically calculate the fees,~~
585 ~~rounded to the nearest dollar, and publish the amounts, as~~
586 ~~adjusted, on its website.~~

587 Section 6. This act shall take effect July 1, 2024.