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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 or a closing agent may not directly or
222 indirectly charge any fee for an estoppel certificate other than
223 those expressly authorized by this section. Unauthorized fees or
224 charges, whether described as a convenience fee, archive fee,
225 service 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 is payable by the unit
234 owner upon the expiration of the 30-day or 35-day effective
235 period of the certificate. The association may collect the fee
236 in the same manner as an assessment against the unit ~~The fees~~
237 ~~specified in this subsection shall be adjusted every 5 years in~~
238 ~~an amount equal to the total of the annual increases for that 5-~~
239 ~~year period in the Consumer Price Index for All Urban Consumers,~~
240 ~~U.S. City Average, All Items. The Department of Business and~~
241 ~~Professional Regulation shall periodically calculate the fees,~~
242 ~~rounded to the nearest dollar, and publish the amounts, as~~
243 ~~adjusted, on its website.~~

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

246 719.108 Rents and assessments; liability; lien and
247 priority; interest; collection; cooperative ownership.-

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

258 (a) An estoppel certificate may be completed by any board
259 member, authorized agent, or authorized representative of the
260 association, including any authorized agent, authorized
261 representative, or employee of a management company authorized

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262 to complete this form on behalf of the board or association. The
263 estoppel certificate must contain all of the following
264 information and must be substantially in the following form:

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

278

279 ASSESSMENT INFORMATION:

280

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

283 b. The regular periodic assessment is paid through
284 ...(insert date paid through)....

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

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

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

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

297

298 OTHER INFORMATION:

299

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

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

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

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

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

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

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

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320 of the association.

321

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

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

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

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

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

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349 such action the prevailing party is entitled to recover
350 reasonable attorney fees.

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

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

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

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

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

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

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

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407 delivery of the estoppel certificate is payable by the unit
408 owner upon the expiration of the 30-day or 35-day effective
409 period of the estoppel certificate. The association may collect
410 the fee in the same manner as an assessment against the unit ~~The~~
411 ~~fees specified in this subsection shall be adjusted every 5~~
412 ~~years in an amount equal to the total of the annual increases~~
413 ~~for that 5-year period in the Consumer Price Index for All Urban~~
414 ~~Consumers, U.S. City Average, All Items. The Department of~~
415 ~~Business and Professional Regulation shall periodically~~
416 ~~calculate the fees, rounded to the nearest dollar, and publish~~
417 ~~the amounts, as adjusted, on its website.~~

418 Section 5. Section 720.30851, Florida Statutes, is amended
419 to read:

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

431 (1) An estoppel certificate may be completed by any board
432 member, authorized agent, or authorized representative of the
433 association, including any authorized agent, authorized
434 representative, or employee of a management company authorized
435 to complete this form on behalf of the board or association. The

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436 estoppel certificate must contain all of the following
437 information and must be substantially in the following form:

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

451
452 ASSESSMENT INFORMATION:

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

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465 assessments, and other moneys that are scheduled to become due
466 for each day after the date of issuance for the effective period
467 of the estoppel certificate is provided. In calculating the
468 amounts that are scheduled to become due, the association may
469 assume that any delinquent amounts will remain delinquent during
470 the effective period of the estoppel certificate.

471

472 OTHER INFORMATION:

473

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

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

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

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

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

491 11. Provide contact information for all insurance
492 maintained by the association.

493 12. Provide the signature of an officer or authorized agent

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494 of the association.

495

496 The association, at its option, may include additional
497 information in the estoppel certificate.

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

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

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

521 (5) A summary proceeding pursuant to s. 51.011 may be
522 brought to compel compliance with this section, and the

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523 prevailing party is entitled to recover reasonable attorney
524 fees.

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

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

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

548 (8) The authority to charge a fee for the preparation and
549 delivery of the estoppel certificate must be established
550 annually by a written resolution adopted by the board or
551 provided by a written management, bookkeeping, or maintenance

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

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

574 (10) If an estoppel certificate is requested in conjunction
575 with the sale or refinancing of a parcel, the fee for the
576 preparation and delivery of the estoppel certificate shall be
577 paid to the association from the closing or settlement proceeds.
578 If the closing does not occur, the fee for the preparation and
579 delivery of the estoppel certificate is payable by the unit
580 owner upon the expiration of the 30-day or 35-day effective

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581 period of the certificate. The association may collect the fee
582 in the same manner as an assessment against the parcel. The fees
583 ~~specified in this section shall be adjusted every 5 years in an~~
584 ~~amount equal to the total of the annual increases for that 5-~~
585 ~~year period in the Consumer Price Index for All Urban Consumers,~~
586 ~~U.S. City Average, All Items. The Department of Business and~~
587 ~~Professional Regulation shall periodically calculate the fees,~~
588 ~~rounded to the nearest dollar, and publish the amounts, as~~
589 ~~adjusted, on its website.~~

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