

Amendment No. 1

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	<u>      </u>	(Y/N)
ADOPTED AS AMENDED	<u>      </u>	(Y/N)
ADOPTED W/O OBJECTION	<u>      </u>	(Y/N)
FAILED TO ADOPT	<u>      </u>	(Y/N)
WITHDRAWN	<u>      </u>	(Y/N)
OTHER	<u>      </u>	

1 Committee/Subcommittee hearing bill: Civil Justice Subcommittee  
 2 Representative Persons-Mulicka offered the following:

**Amendment (with title amendment)**

Remove everything after the enacting clause and insert:

Section 1. Paragraph (b) of subsection (2) of section  
468.4334, Florida Statutes, is amended to read:

468.4334 Professional practice standards; liability.—  
(2)

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

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17 or property.

18 Section 2. Paragraph (b) of subsection (2) of section  
19 468.436, Florida Statutes, is amended to read:

20 468.436 Disciplinary proceedings.—

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

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

24 2. Violation of any lawful order or rule rendered or  
25 adopted by the department or the council.

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

28 4. Obtaining a license or certification or any other  
29 order, ruling, or authorization by means of fraud,  
30 misrepresentation, or concealment of material facts.

31 5. Committing acts of gross misconduct or gross negligence  
32 in connection with the profession.

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

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

40 8.a. Charging or attempting to charge fees or charges for  
41 an estoppel certificate, for which fees are not authorized or

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42 are in excess of the amounts authorized by chapter 718, chapter  
43 719, or chapter 720.

44 b. Failing to timely provide an estoppel certificate or  
45 providing an incomplete estoppel certificate.

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

48 718.116 Assessments; liability; lien and priority;  
49 interest; collection.-

50 (8) Within 5 ~~10~~ business days after receiving a written or  
51 electronic request therefor from a unit owner or the unit  
52 owner's designee, or a unit mortgagee or the unit mortgagee's  
53 designee, the association shall issue the estoppel certificate.  
54 Each association shall designate on its website a person or  
55 entity with a street or e-mail address for receipt of a request  
56 for an estoppel certificate issued pursuant to this section. The  
57 estoppel certificate must be provided by hand delivery, regular  
58 mail, or e-mail to the requestor on the date of issuance of the  
59 estoppel certificate.

60 (a) An estoppel certificate may be completed by any board  
61 member, authorized agent, or authorized representative of the  
62 association, including any authorized agent, authorized  
63 representative, or employee of a management company authorized  
64 to complete this form on behalf of the board or association. The  
65 estoppel certificate must contain all of the following  
66 information and must be substantially in the following form:

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- 67 1. Date of issuance:....
- 68 2. Name(s) of the unit owner(s) as reflected in the books  
69 and records of the association:....
- 70 3. Unit designation and address:....
- 71 4. Parking or garage space number, as reflected in the  
72 books and records of the association:....
- 73 5. Attorney's name and contact information if the account  
74 is delinquent and has been turned over to an attorney for  
75 collection. No fee may be charged for this information.
- 76 6. Fee for the preparation and delivery of the estoppel  
77 certificate:....
- 78 7. Name of the requestor:....
- 79 8. Assessment information and other information:
- 80

81 ASSESSMENT INFORMATION:

82

- 83 a. The regular periodic assessment levied against the unit  
84 is \$.... per ...(insert frequency of payment)....
- 85 b. The regular periodic assessment is paid through  
86 ...(insert date paid through)....
- 87 c. The next installment of the regular periodic assessment  
88 is due ...(insert due date)... in the amount of \$.....
- 89 d. An itemized list of all assessments, special  
90 assessments, and other moneys owed on the date of issuance to  
91 the association by the unit owner for a specific unit is

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92 provided.

93 e. An itemized list of any additional assessments, special  
94 assessments, and other moneys that are scheduled to become due  
95 for each day after the date of issuance for the effective period  
96 of the estoppel certificate is provided. In calculating the  
97 amounts that are scheduled to become due, the association may  
98 assume that any delinquent amounts will remain delinquent during  
99 the effective period of the estoppel certificate.

100

101 OTHER INFORMATION:

102

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

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

109 h. Do the rules and regulations of the association  
110 applicable to the unit require approval by the board of  
111 directors of the association for the transfer of the unit?  
112 ....(Yes) ....(No). If yes, has the board approved the transfer  
113 of the unit? ....(Yes) ....(No).

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

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117 refusal? ....(Yes) ....(No).

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

120 k. Provide contact information for all insurance  
121 maintained by the association.

122 l. Provide the signature of an officer or authorized agent  
123 of the association.

124

125 The association, at its option, may include additional  
126 information in the estoppel certificate.

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

139 (c) An association waives the right to collect any moneys  
140 owed in excess of the amounts specified in the estoppel  
141 certificate from any person who in good faith relies upon the

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142 estoppel certificate and from the person's successors and  
143 assigns.

144 (d) If an association receives a request for an estoppel  
145 certificate from a unit owner or the unit owner's designee, or a  
146 unit mortgagee or the unit mortgagee's designee, and fails to  
147 deliver the estoppel certificate within 5 ~~10~~ business days, a  
148 fee may not be charged for the preparation and delivery of that  
149 estoppel certificate.

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

154 (f) Notwithstanding any limitation on transfer fees  
155 contained in s. 718.112(2)(k), an association or its authorized  
156 agent may charge a reasonable fee for the preparation and  
157 delivery of an estoppel certificate, which may not exceed \$250,  
158 if, on the date the certificate is issued, no delinquent amounts  
159 are owed to the association for the applicable unit. ~~If an~~  
160 ~~estoppel certificate is requested on an expedited basis and~~  
161 ~~delivered within 3 business days after the request, the~~  
162 ~~association may charge an additional fee of \$100.~~ If a  
163 delinquent amount is owed to the association for the applicable  
164 unit, an additional fee for the estoppel certificate may not  
165 exceed \$150.

166 (g) If estoppel certificates for multiple units owned by

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167 the same owner are simultaneously requested from the same  
168 association and there are no past due monetary obligations owed  
169 to the association, the statement of moneys due for those units  
170 may be delivered in one or more estoppel certificates, and, even  
171 though the fee for each unit shall be computed as set forth in  
172 paragraph (f), the total fee that the association may charge for  
173 the preparation and delivery of the estoppel certificates may  
174 not exceed, in the aggregate:

- 175 1. For 25 or fewer units, \$750.
- 176 2. For 26 to 50 units, \$1,000.
- 177 3. For 51 to 100 units, \$1,500.
- 178 4. For more than 100 units, \$2,500.

179 (h) The authority to charge a fee for the preparation and  
180 delivery of the estoppel certificate must be established  
181 annually by a written resolution adopted by the board or  
182 provided by a written management, bookkeeping, or maintenance  
183 ~~contract and is payable upon the preparation of the certificate.~~  
184 ~~If the certificate is requested in conjunction with the sale or~~  
185 ~~mortgage of a unit but the closing does not occur and no later~~  
186 ~~than 30 days after the closing date for which the certificate~~  
187 ~~was sought the preparer receives a written request, accompanied~~  
188 ~~by reasonable documentation, that the sale did not occur from a~~  
189 ~~payor that is not the unit owner, the fee shall be refunded to~~  
190 ~~that payor within 30 days after receipt of the request. The~~  
191 ~~refund is the obligation of the unit owner, and the association~~

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192 ~~may collect it from that owner in the same manner as an~~  
193 ~~assessment as provided in this section. The right to~~  
194 ~~reimbursement may not be waived or modified by any contract or~~  
195 ~~agreement. The prevailing party in any action brought to enforce~~  
196 ~~a right of reimbursement shall be awarded damages and all~~  
197 ~~applicable attorney fees and costs.~~

198 (i) An association or a closing agent may not directly or  
199 indirectly charge any fee for an estoppel certificate other than  
200 those expressly authorized by this section. Unauthorized fees or  
201 charges, whether described as a convenience fee, archive fee,  
202 service fee, processing fee, delivery fee, credit card fee,  
203 certification fee, third-party fee, or any other fee or charge,  
204 are void and may be ignored by the requestor of the certificate.

205 (j) If an estoppel certificate is requested in conjunction  
206 with the sale or refinancing of a unit, the fee for the  
207 preparation and delivery of the estoppel certificate shall be  
208 paid to the association from the closing or settlement proceeds.  
209 If the closing does not occur, the fee for the preparation and  
210 delivery of the estoppel certificate is payable by the unit  
211 owner upon the expiration of the 30-day or 35-day effective  
212 period of the certificate. The association may collect the fee  
213 in the same manner as an assessment against the unit ~~The fees~~  
214 ~~specified in this subsection shall be adjusted every 5 years in~~  
215 ~~an amount equal to the total of the annual increases for that 5-~~  
216 ~~year period in the Consumer Price Index for All Urban Consumers,~~

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217 ~~U.S. City Average, All Items. The Department of Business and~~  
218 ~~Professional Regulation shall periodically calculate the fees,~~  
219 ~~rounded to the nearest dollar, and publish the amounts, as~~  
220 ~~adjusted, on its website.~~

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

223 719.108 Rents and assessments; liability; lien and  
224 priority; interest; collection; cooperative ownership.—

225 (6) Within 5 ~~10~~ business days after receiving a written or  
226 electronic request for an estoppel certificate from a unit owner  
227 or the unit owner's designee, or a unit mortgagee or the unit  
228 mortgagee's designee, the association shall issue the estoppel  
229 certificate. Each association shall designate on its website a  
230 person or entity with a street or e-mail address for receipt of  
231 a request for an estoppel certificate issued pursuant to this  
232 section. The estoppel certificate must be provided by hand  
233 delivery, regular mail, or e-mail to the requestor on the date  
234 of issuance of the estoppel certificate.

235 (a) An estoppel certificate may be completed by any board  
236 member, authorized agent, or authorized representative of the  
237 association, including any authorized agent, authorized  
238 representative, or employee of a management company authorized  
239 to complete this form on behalf of the board or association. The  
240 estoppel certificate must contain all of the following  
241 information and must be substantially in the following form:

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- 242 1. Date of issuance:....
- 243 2. Name(s) of the unit owner(s) as reflected in the books  
244 and records of the association:....
- 245 3. Unit designation and address:....
- 246 4. Parking or garage space number, as reflected in the  
247 books and records of the association:....
- 248 5. Attorney's name and contact information if the account  
249 is delinquent and has been turned over to an attorney for  
250 collection. No fee may be charged for this information.
- 251 6. Fee for the preparation and delivery of the estoppel  
252 certificate:....
- 253 7. Name of the requestor:....
- 254 8. Assessment information and other information:

255  
256 ASSESSMENT INFORMATION:

- 257
- 258 a. The regular periodic assessment levied against the unit  
259 is \$.... per ...(insert frequency of payment)....
- 260 b. The regular periodic assessment is paid through  
261 ...(insert date paid through)....
- 262 c. The next installment of the regular periodic assessment  
263 is due ...(insert due date)... in the amount of \$.....
- 264 d. An itemized list of all assessments, special  
265 assessments, and other moneys owed by the unit owner on the date  
266 of issuance to the association for a specific unit is provided.

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267 e. An itemized list of any additional assessments, special  
268 assessments, and other moneys that are scheduled to become due  
269 for each day after the date of issuance for the effective period  
270 of the estoppel certificate is provided. In calculating the  
271 amounts that are scheduled to become due, the association may  
272 assume that any delinquent amounts will remain delinquent during  
273 the effective period of the estoppel certificate.

274

275 OTHER INFORMATION:

276

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

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

283 h. Do the rules and regulations of the association  
284 applicable to the unit require approval by the board of  
285 directors of the association for the transfer of the unit?  
286 ....(Yes) ....(No). If yes, has the board approved the transfer  
287 of the unit? ....(Yes) ....(No).

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

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

294 k. Provide contact information for all insurance  
295 maintained by the association.

296 l. Provide the signature of an officer or authorized agent  
297 of the association.

298  
299 The association, at its option, may include additional  
300 information in the estoppel certificate.

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

313 (c) An association waives the right to collect any moneys  
314 owed in excess of the amounts specified in the estoppel  
315 certificate from any person who in good faith relies upon the  
316 estoppel certificate and from the person's successors and

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317 assigns.

318 (d) If an association receives a request for an estoppel  
319 certificate from a unit owner or the unit owner's designee, or a  
320 unit mortgagee or the unit mortgagee's designee, and fails to  
321 deliver the estoppel certificate within 5 ~~10~~ business days, a  
322 fee may not be charged for the preparation and delivery of that  
323 estoppel certificate.

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

328 (f) Notwithstanding any limitation on transfer fees  
329 contained in s. 719.106(1)(i), an association or its authorized  
330 agent may charge a reasonable fee for the preparation and  
331 delivery of an estoppel certificate, which may not exceed \$250  
332 if, on the date the certificate is issued, no delinquent amounts  
333 are owed to the association for the applicable unit. ~~If an~~  
334 ~~estoppel certificate is requested on an expedited basis and~~  
335 ~~delivered within 3 business days after the request, the~~  
336 ~~association may charge an additional fee of \$100.~~ If a  
337 delinquent amount is owed to the association for the applicable  
338 unit, an additional fee for the estoppel certificate may not  
339 exceed \$150.

340 (g) If estoppel certificates for multiple units owned by  
341 the same owner are simultaneously requested from the same

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342 association and there are no past due monetary obligations owed  
343 to the association, the statement of moneys due for those units  
344 may be delivered in one or more estoppel certificates, and, even  
345 though the fee for each unit shall be computed as set forth in  
346 paragraph (f), the total fee that the association may charge for  
347 the preparation and delivery of the estoppel certificates may  
348 not exceed, in the aggregate:

- 349 1. For 25 or fewer units, \$750.
- 350 2. For 26 to 50 units, \$1,000.
- 351 3. For 51 to 100 units, \$1,500.
- 352 4. For more than 100 units, \$2,500.

353 (h) The authority to charge a fee for the preparation and  
354 delivery of the estoppel certificate must be established  
355 annually by a written resolution adopted by the board or  
356 provided by a written management, bookkeeping, or maintenance  
357 contract ~~and is payable upon the preparation of the certificate.~~  
358 ~~If the certificate is requested in conjunction with the sale or~~  
359 ~~mortgage of a parcel but the closing does not occur and no later~~  
360 ~~than 30 days after the closing date for which the certificate~~  
361 ~~was sought the preparer receives a written request, accompanied~~  
362 ~~by reasonable documentation, that the sale did not occur from a~~  
363 ~~payor that is not the parcel owner, the fee shall be refunded to~~  
364 ~~that payor within 30 days after receipt of the request. The~~  
365 ~~refund is the obligation of the parcel owner, and the~~  
366 ~~association may collect it from that owner in the same manner as~~

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367 ~~an assessment as provided in this section. The right to~~  
368 ~~reimbursement may not be waived or modified by any contract or~~  
369 ~~agreement. The prevailing party in any action brought to enforce~~  
370 ~~a right of reimbursement shall be awarded damages and all~~  
371 ~~applicable attorney fees and costs.~~

372 (i) An association or a closing agent may not directly or  
373 indirectly charge any fee for an estoppel certificate other than  
374 those expressly authorized by this section. Unauthorized fees or  
375 charges, whether described as a convenience fee, archive fee,  
376 service fee, processing fee, delivery fee, credit card fee,  
377 certification fee, third-party fee, or any other fee or charge,  
378 are void and may be ignored by the requestor of the certificate.

379 (j) If an estoppel certificate is requested in conjunction  
380 with the sale or refinancing of a unit, the fee for the  
381 preparation and delivery of the estoppel certificate shall be  
382 paid to the association from the closing or settlement proceeds.  
383 If the closing does not occur, the fee for the preparation and  
384 delivery of the estoppel certificate is payable by the unit  
385 owner upon the expiration of the 30-day or 35-day effective  
386 period of the estoppel certificate. The association may collect  
387 the fee in the same manner as an assessment against the unit ~~The~~  
388 ~~fees specified in this subsection shall be adjusted every 5~~  
389 ~~years in an amount equal to the total of the annual increases~~  
390 ~~for that 5-year period in the Consumer Price Index for All Urban~~  
391 ~~Consumers, U.S. City Average, All Items. The Department of~~

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392 ~~Business and Professional Regulation shall periodically~~  
393 ~~calculate the fees, rounded to the nearest dollar, and publish~~  
394 ~~the amounts, as adjusted, on its website.~~

395 Section 5. Section 720.30851, Florida Statutes, is amended  
396 to read:

397 720.30851 Estoppel certificates.—Within 5 ~~10~~ business days  
398 after receiving a written or electronic request for an estoppel  
399 certificate from a parcel owner or the parcel owner's designee,  
400 or a parcel mortgagee or the parcel mortgagee's designee, the  
401 association shall issue the estoppel certificate. Each  
402 association shall designate on its website a person or entity  
403 with a street or e-mail address for receipt of a request for an  
404 estoppel certificate issued pursuant to this section. The  
405 estoppel certificate must be provided by hand delivery, regular  
406 mail, or e-mail to the requestor on the date of issuance of the  
407 estoppel certificate.

408 (1) An estoppel certificate may be completed by any board  
409 member, authorized agent, or authorized representative of the  
410 association, including any authorized agent, authorized  
411 representative, or employee of a management company authorized  
412 to complete this form on behalf of the board or association. The  
413 estoppel certificate must contain all of the following  
414 information and must be substantially in the following form:

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

416 (b) Name(s) of the parcel owner(s) as reflected in the

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- 417 books and records of the association:....
- 418 (c) Parcel designation and address:....
- 419 (d) Parking or garage space number, as reflected in the
- 420 books and records of the association:....
- 421 (e) Attorney's name and contact information if the account
- 422 is delinquent and has been turned over to an attorney for
- 423 collection. No fee may be charged for this information.
- 424 (f) Fee for the preparation and delivery of the estoppel
- 425 certificate:....
- 426 (g) Name of the requestor:....
- 427 (h) Assessment information and other information:

428

429 ASSESSMENT INFORMATION:

430

- 431 1. The regular periodic assessment levied against the
- 432 parcel is \$.... per ...(insert frequency of payment)....
- 433 2. The regular periodic assessment is paid through
- 434 ...(insert date paid through)....
- 435 3. The next installment of the regular periodic assessment
- 436 is due ...(insert due date)... in the amount of \$.....
- 437 4. An itemized list of all assessments, special
- 438 assessments, and other moneys owed on the date of issuance to
- 439 the association by the parcel owner for a specific parcel is
- 440 provided.
- 441 5. An itemized list of any additional assessments, special

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442 assessments, and other moneys that are scheduled to become due  
443 for each day after the date of issuance for the effective period  
444 of the estoppel certificate is provided. In calculating the  
445 amounts that are scheduled to become due, the association may  
446 assume that any delinquent amounts will remain delinquent during  
447 the effective period of the estoppel certificate.

448

449 OTHER INFORMATION:

450

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

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

457 8. Do the rules and regulations of the association  
458 applicable to the parcel require approval by the board of  
459 directors of the association for the transfer of the parcel?  
460 ....(Yes) ....(No). If yes, has the board approved the transfer  
461 of the parcel? ....(Yes) ....(No).

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

466 10. Provide a list of, and contact information for, all

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467 other associations of which the parcel is a member.

468 11. Provide contact information for all insurance  
469 maintained by the association.

470 12. Provide the signature of an officer or authorized  
471 agent of the association.

472

473 The association, at its option, may include additional  
474 information in the estoppel certificate.

475 (2) An estoppel certificate that is hand delivered or sent  
476 by electronic means has a 30-day effective period. An estoppel  
477 certificate that is sent by regular mail has a 35-day effective  
478 period. If additional information or a mistake related to the  
479 estoppel certificate becomes known to the association within the  
480 effective period, an amended estoppel certificate may be  
481 delivered and becomes effective if a sale or refinancing of the  
482 parcel has not been completed during the effective period. A fee  
483 may not be charged for an amended estoppel certificate. An  
484 amended estoppel certificate must be delivered on the date of  
485 issuance, and a new 30-day or 35-day effective period begins on  
486 such date.

487 (3) An association waives the right to collect any moneys  
488 owed in excess of the amounts specified in the estoppel  
489 certificate from any person who in good faith relies upon the  
490 estoppel certificate and from the person's successors and  
491 assigns.

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492 (4) If an association receives a request for an estoppel  
493 certificate from a parcel owner or the parcel owner's designee,  
494 or a parcel mortgagee or the parcel mortgagee's designee, and  
495 fails to deliver the estoppel certificate within 5 ~~10~~ business  
496 days, a fee may not be charged for the preparation and delivery  
497 of that estoppel certificate.

498 (5) A summary proceeding pursuant to s. 51.011 may be  
499 brought to compel compliance with this section, and the  
500 prevailing party is entitled to recover reasonable attorney  
501 fees.

502 (6) An association or its authorized agent may charge a  
503 reasonable fee for the preparation and delivery of an estoppel  
504 certificate, which may not exceed \$250, if, on the date the  
505 certificate is issued, no delinquent amounts are owed to the  
506 association for the applicable parcel. ~~If an estoppel~~  
507 ~~certificate is requested on an expedited basis and delivered~~  
508 ~~within 3 business days after the request, the association may~~  
509 ~~charge an additional fee of \$100.~~ If a delinquent amount is owed  
510 to the association for the applicable parcel, an additional fee  
511 for the estoppel certificate may not exceed \$150.

512 (7) If estoppel certificates for multiple parcels owned by  
513 the same owner are simultaneously requested from the same  
514 association and there are no past due monetary obligations owed  
515 to the association, the statement of moneys due for those  
516 parcels may be delivered in one or more estoppel certificates,

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517 and, even though the fee for each parcel shall be computed as  
518 set forth in subsection (6), the total fee that the association  
519 may charge for the preparation and delivery of the estoppel  
520 certificates may not exceed, in the aggregate:

521 (a) For 25 or fewer parcels, \$750.

522 (b) For 26 to 50 parcels, \$1,000.

523 (c) For 51 to 100 parcels, \$1,500.

524 (d) For more than 100 parcels, \$2,500.

525 (8) The authority to charge a fee for the preparation and  
526 delivery of the estoppel certificate must be established  
527 annually by a written resolution adopted by the board or  
528 provided by a written management, bookkeeping, or maintenance  
529 contract ~~and is payable upon the preparation of the certificate.~~  
530 ~~If the certificate is requested in conjunction with the sale or~~  
531 ~~mortgage of a parcel but the closing does not occur and no later~~  
532 ~~than 30 days after the closing date for which the certificate~~  
533 ~~was sought the preparer receives a written request, accompanied~~  
534 ~~by reasonable documentation, that the sale did not occur from a~~  
535 ~~payor that is not the parcel owner, the fee shall be refunded to~~  
536 ~~that payor within 30 days after receipt of the request. The~~  
537 ~~refund is the obligation of the parcel owner, and the~~  
538 ~~association may collect it from that owner in the same manner as~~  
539 ~~an assessment as provided in this section. The right to~~  
540 ~~reimbursement may not be waived or modified by any contract or~~  
541 ~~agreement. The prevailing party in any action brought to enforce~~

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542 ~~a right of reimbursement shall be awarded damages and all~~  
543 ~~applicable attorney fees and costs.~~

544 (9) An association or a closing agent may not directly or  
545 indirectly charge any fee for an estoppel certificate other than  
546 those expressly authorized by this section. Unauthorized fees or  
547 charges, whether described as a convenience fee, archive fee,  
548 service fee, processing fee, delivery fee, credit card fee,  
549 certification fee, third-party fee, or any other fee or charge,  
550 are void and may be ignored by the requestor of the certificate.

551 (10) If an estoppel certificate is requested in  
552 conjunction with the sale or refinancing of a parcel, the fee  
553 for the preparation and delivery of the estoppel certificate  
554 shall be paid to the association from the closing or settlement  
555 proceeds. If the closing does not occur, the fee for the  
556 preparation and delivery of the estoppel certificate is payable  
557 by the unit owner upon the expiration of the 30-day or 35-day  
558 effective period of the certificate. The association may collect  
559 the fee in the same manner as an assessment against the parcel.  
560 ~~The fees specified in this section shall be adjusted every 5~~  
561 ~~years in an amount equal to the total of the annual increases~~  
562 ~~for that 5-year period in the Consumer Price Index for All Urban~~  
563 ~~Consumers, U.S. City Average, All Items. The Department of~~  
564 ~~Business and Professional Regulation shall periodically~~  
565 ~~calculate the fees, rounded to the nearest dollar, and publish~~  
566 ~~the amounts, as adjusted, on its website.~~

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

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569 -----

570 **T I T L E A M E N D M E N T**

571 Remove everything before the enacting clause and insert:

572 An act relating to estoppel certificates; amending s.  
573 468.4334, F.S.; prohibiting agreements that indemnify a  
574 community association manager or community association  
575 management firm for errors or omissions relating to the  
576 provision or preparation of an estoppel certificate;  
577 amending s. 468.436, F.S.; revising acts that constitute  
578 grounds for which certain disciplinary actions may be taken  
579 to include specified actions relating to estoppel  
580 certificates; making technical changes; amending ss.  
581 718.116, 719.108, and 720.30851, F.S.; revising the time in  
582 which a community association must provide an estoppel  
583 certificate to a requestor; specifying the maximum charges  
584 for an estoppel certificate to a specified amount;  
585 requiring a community association to annually establish the  
586 authority to charge a fee for an estoppel certificate;  
587 limiting fees or charges for an estoppel certificate to  
588 those specified by law; deleting provisions providing for  
589 the adjustment of fees for an estoppel certificate based on  
590 changes in an inflation index; providing that the fee for  
591 the preparation and delivery of an estoppel certificate be



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592 | paid from closing or settlement proceeds in certain  
593 | circumstances; providing an effective date.