

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 preparation or provision of an  
7           estoppel certificate; amending s. 468.436, F.S.;  
8           specifying certain acts relating to estoppel  
9           certificates for which a community association manager  
10          or community association management firm may be  
11          disciplined; amending ss. 718.116, 719.108, and  
12          720.30851, F.S.; revising the time period in which a  
13          community association must provide an estoppel  
14          certificate to a requestor; removing authorization for  
15          a community association to charge an additional fee  
16          for an estoppel certificate under certain  
17          circumstances; requiring a community association to  
18          annually establish the authority to charge a fee for  
19          the preparation and delivery of an estoppel  
20          certificate; prohibiting an association or a closing  
21          agent from directly or indirectly charging fees that  
22          are not authorized by law for an estoppel certificate;  
23          specifying methods for paying the fee for the  
24          preparation and delivery of an estoppel certificate  
25          under certain circumstances; deleting provisions

26 providing for the adjustment of fees for an estoppel  
 27 certificate based on changes in an inflation index;  
 28 providing an effective date.

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

32 Section 1. Paragraph (b) of subsection (2) of section  
 33 468.4334, Florida Statutes, is amended to read:

34 468.4334 Professional practice standards; liability.—

35 (2)

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

44 Section 2. Paragraph (b) of subsection (2) of section  
 45 468.436, Florida Statutes, is amended to read:

46 468.436 Disciplinary proceedings.—

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

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

50 2. Violation of any lawful order or rule rendered or

51 adopted by the department or the council.

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

54 4. Obtaining a license or certification or any other  
55 order, ruling, or authorization by means of fraud,  
56 misrepresentation, or concealment of material facts.

57 5. Committing acts of gross misconduct or gross negligence  
58 in connection with the profession.

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

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

66 8.a. Charging or attempting to charge fees or charges for  
67 an estoppel certificate, for which fees are not authorized or  
68 are in excess of the amounts authorized under chapter 718,  
69 chapter 719, or chapter 720.

70 b. Failing to timely provide an estoppel certificate or  
71 providing an incomplete estoppel certificate.

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

74 718.116 Assessments; liability; lien and priority;  
75 interest; collection.-

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

86           (a) An estoppel certificate may be completed by any board  
 87 member, authorized agent, or authorized representative of the  
 88 association, including any authorized agent, authorized  
 89 representative, or employee of a management company authorized  
 90 to complete this form on behalf of the board or association. The  
 91 estoppel certificate must contain all of the following  
 92 information and must be substantially in the following form:

- 93           1. Date of issuance:....
- 94           2. Name(s) of the unit owner(s) as reflected in the books  
 95 and records of the association:....
- 96           3. Unit designation and address:....
- 97           4. Parking or garage space number, as reflected in the  
 98 books and records of the association:....
- 99           5. Attorney's name and contact information if the account  
 100 is delinquent and has been turned over to an attorney for

101 collection. No fee may be charged for this information.

102 6. Fee for the preparation and delivery of the estoppel  
103 certificate:....

104 7. Name of the requestor:....

105 8. Assessment information and other information:

106 ASSESSMENT INFORMATION:

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

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

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

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

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

124 OTHER INFORMATION:

125 f. Is there a capital contribution fee, resale fee,

126 transfer fee, or other fee due? ....(Yes) ....(No). If yes,  
 127 specify the type and the amount of the fee.

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

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

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

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

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

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

146 The association, at its option, may include additional  
 147 information in the estoppel certificate.

148 (b) An estoppel certificate that is hand delivered or sent  
 149 by electronic means has a 30-day effective period. An estoppel  
 150 certificate that is sent by regular mail has a 35-day effective

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

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

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

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

175 (f) Notwithstanding any limitation on transfer fees

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

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

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

200 (h) The authority to charge a fee for the preparation and



201 delivery of the estoppel certificate must be established  
 202 annually by a written resolution adopted by the board or  
 203 provided by a written management, bookkeeping, or maintenance  
 204 contract.

205 (i) An association or a closing agent may not directly or  
 206 indirectly charge a fee for an estoppel certificate other than  
 207 those expressly authorized by this section. Unauthorized fees or  
 208 charges, whether described as a convenience fee, an archive fee,  
 209 a service fee, a processing fee, a delivery fee, a credit card  
 210 fee, a certification fee, a third-party fee, or any other fee or  
 211 charge, are void and may be ignored by the requestor of the  
 212 estoppel certificate.

213 (j) If an estoppel certificate is requested in conjunction  
 214 with the sale or refinancing of a unit, the fee for the  
 215 preparation and delivery of the estoppel certificate must be  
 216 paid to the association from the closing or settlement proceeds.  
 217 If the closing does not occur, the fee for the preparation and  
 218 delivery of the estoppel certificate is payable by the unit  
 219 owner upon the expiration of the 30-day or 35-day effective  
 220 period of the estoppel certificate. The association may collect  
 221 the fee in the same manner as an assessment against the unit.  
 222 ~~and is payable upon the preparation of the certificate. If the~~  
 223 ~~certificate is requested in conjunction with the sale or~~  
 224 ~~mortgage of a unit but the closing does not occur and no later~~  
 225 ~~than 30 days after the closing date for which the certificate~~

226 ~~was sought the preparer receives a written request, accompanied~~  
227 ~~by reasonable documentation, that the sale did not occur from a~~  
228 ~~payor that is not the unit owner, the fee shall be refunded to~~  
229 ~~that payor within 30 days after receipt of the request. The~~  
230 ~~refund is the obligation of the unit owner, and the association~~  
231 ~~may collect it from that owner in the same manner as an~~  
232 ~~assessment as provided in this section. The right to~~  
233 ~~reimbursement may not be waived or modified by any contract or~~  
234 ~~agreement. The prevailing party in any action brought to enforce~~  
235 ~~a right of reimbursement shall be awarded damages and all~~  
236 ~~applicable attorney fees and costs.~~

237 ~~(i) The fees specified in this subsection shall be~~  
238 ~~adjusted every 5 years in an amount equal to the total of the~~  
239 ~~annual increases for that 5-year period in the Consumer Price~~  
240 ~~Index for All Urban Consumers, U.S. City Average, All Items. The~~  
241 ~~Department of Business and Professional Regulation shall~~  
242 ~~periodically calculate the fees, rounded to the nearest dollar,~~  
243 ~~and publish the amounts, as 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  
 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 ASSESSMENT INFORMATION:
- 279 a. The regular periodic assessment levied against the unit
- 280 is \$.... per ...(insert frequency of payment)....
- 281 b. The regular periodic assessment is paid through
- 282 ...(insert date paid through)....
- 283 c. The next installment of the regular periodic assessment
- 284 is due ...(insert due date)... in the amount of \$.....
- 285 d. An itemized list of all assessments, special
- 286 assessments, and other moneys owed by the unit owner on the date
- 287 of issuance to the association for a specific unit is provided.
- 288 e. An itemized list of any additional assessments, special
- 289 assessments, and other moneys that are scheduled to become due
- 290 for each day after the date of issuance for the effective period
- 291 of the estoppel certificate is provided. In calculating the
- 292 amounts that are scheduled to become due, the association may
- 293 assume that any delinquent amounts will remain delinquent during
- 294 the effective period of the estoppel certificate.
- 295 OTHER INFORMATION:
- 296 f. Is there a capital contribution fee, resale fee,
- 297 transfer fee, or other fee due? ....(Yes) ....(No). If yes,
- 298 specify the type and amount of the fee.
- 299 g. Is there any open violation of rule or regulation
- 300 noticed to the unit owner in the association official records?

301 . . . . (Yes) . . . . (No) .

302 h. Do the rules and regulations of the association  
 303 applicable to the unit require approval by the board of  
 304 directors of the association for the transfer of the unit?

305 . . . . (Yes) . . . . (No). If yes, has the board approved the transfer  
 306 of the unit? . . . . (Yes) . . . . (No) .

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

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

313 k. Provide contact information for all insurance  
 314 maintained by the association.

315 l. Provide the signature of an officer or authorized agent  
 316 of the association.

317  
 318 The association, at its option, may include additional  
 319 information in the estoppel certificate.

320 (b) An estoppel certificate that is hand delivered or sent  
 321 by electronic means has a 30-day effective period. An estoppel  
 322 certificate that is sent by regular mail has a 35-day effective  
 323 period. If additional information or a mistake related to the  
 324 estoppel certificate becomes known to the association within the  
 325 effective period, an amended estoppel certificate may be

326 delivered and becomes effective if a sale or refinancing of the  
327 unit has not been completed during the effective period. A fee  
328 may not be charged for an amended estoppel certificate. An  
329 amended estoppel certificate must be delivered on the date of  
330 issuance, and a new 30-day or 35-day effective period begins on  
331 such date.

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

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

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

347 (f) Notwithstanding any limitation on transfer fees  
348 contained in s. 719.106(1)(i), an association or its authorized  
349 agent may charge a reasonable fee for the preparation and  
350 delivery of an estoppel certificate, which may not exceed \$250

351 if, on the date the certificate is issued, no delinquent amounts  
 352 are owed to the association for the applicable unit. ~~If an~~  
 353 ~~estoppel certificate is requested on an expedited basis and~~  
 354 ~~delivered within 3 business days after the request, the~~  
 355 ~~association may charge an additional fee of \$100.~~ If a  
 356 delinquent amount is owed to the association for the applicable  
 357 unit, an additional fee for the estoppel certificate may not  
 358 exceed \$150.

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

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

372 (h) The authority to charge a fee for the preparation and  
 373 delivery of the estoppel certificate must be established  
 374 annually by a written resolution adopted by the board or  
 375 provided by a written management, bookkeeping, or maintenance

376 contract.

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

385 (j) If an estoppel certificate is requested in conjunction  
386 with the sale or refinancing of a unit, the fee for the  
387 preparation and delivery of the estoppel certificate must be  
388 paid to the association from the closing or settlement proceeds.  
389 If the closing does not occur, the fee for the preparation and  
390 delivery of the estoppel certificate is payable by the unit  
391 owner upon the expiration of the 30-day or 35-day effective  
392 period of the estoppel certificate. The association may collect  
393 the fee in the same manner as an assessment against the unit.  
394 ~~and is payable upon the preparation of the certificate. If the~~  
395 ~~certificate is requested in conjunction with the sale or~~  
396 ~~mortgage of a parcel but the closing does not occur and no later~~  
397 ~~than 30 days after the closing date for which the certificate~~  
398 ~~was sought the preparer receives a written request, accompanied~~  
399 ~~by reasonable documentation, that the sale did not occur from a~~  
400 ~~payor that is not the parcel owner, the fee shall be refunded to~~



401 ~~that payor within 30 days after receipt of the request. The~~  
402 ~~refund is the obligation of the parcel owner, and the~~  
403 ~~association may collect it from that owner in the same manner as~~  
404 ~~an assessment as provided in this section. The right to~~  
405 ~~reimbursement may not be waived or modified by any contract or~~  
406 ~~agreement. The prevailing party in any action brought to enforce~~  
407 ~~a right of reimbursement shall be awarded damages and all~~  
408 ~~applicable attorney fees and costs.~~

409 ~~(i) The fees specified in this subsection shall be~~  
410 ~~adjusted every 5 years in an amount equal to the total of the~~  
411 ~~annual increases for that 5-year period in the Consumer Price~~  
412 ~~Index for All Urban Consumers, U.S. City Average, All Items. The~~  
413 ~~Department of Business and Professional Regulation shall~~  
414 ~~periodically calculate the fees, rounded to the nearest dollar,~~  
415 ~~and publish the amounts, as 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:

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:

449 ASSESSMENT INFORMATION:

450 1. The regular periodic assessment levied against the

451 parcel is \$.... per ...(insert frequency of payment)....

452 2. The regular periodic assessment is paid through  
453 ...(insert date paid through)....

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

456 4. An itemized list of all assessments, special  
457 assessments, and other moneys owed on the date of issuance to  
458 the association by the parcel owner for a specific parcel is  
459 provided.

460 5. An itemized list of any additional assessments, special  
461 assessments, and other moneys that are scheduled to become due  
462 for each day after the date of issuance for the effective period  
463 of the estoppel certificate is provided. In calculating the  
464 amounts that are scheduled to become due, the association may  
465 assume that any delinquent amounts will remain delinquent during  
466 the effective period of the estoppel certificate.

467 OTHER INFORMATION:

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

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

474 8. Do the rules and regulations of the association  
475 applicable to the parcel require approval by the board of

476 directors of the association for the transfer of the parcel?  
 477 ....(Yes) ....(No). If yes, has the board approved the transfer  
 478 of the parcel? ....(Yes) ....(No).

479 9. Is there a right of first refusal provided to the  
 480 members or the association? ....(Yes) ....(No). If yes, have  
 481 the members or the association exercised that right of first  
 482 refusal? ....(Yes) ....(No).

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

485 11. Provide contact information for all insurance  
 486 maintained by the association.

487 12. Provide the signature of an officer or authorized  
 488 agent of the association.

489 The association, at its option, may include additional  
 490 information in the estoppel certificate.

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

501 issuance, and a new 30-day or 35-day effective period begins on  
 502 such date.

503 (3) An association waives the right to collect any moneys  
 504 owed in excess of the amounts specified in the estoppel  
 505 certificate from any person who in good faith relies upon the  
 506 estoppel certificate and from the person's successors and  
 507 assigns.

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

514 (5) A summary proceeding pursuant to s. 51.011 may be  
 515 brought to compel compliance with this section, and the  
 516 prevailing party is entitled to recover reasonable attorney  
 517 fees.

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

526 to the association for the applicable parcel, an additional fee  
527 for the estoppel certificate may not exceed \$150.

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

- 537 (a) For 25 or fewer parcels, \$750.  
538 (b) For 26 to 50 parcels, \$1,000.  
539 (c) For 51 to 100 parcels, \$1,500.  
540 (d) For more than 100 parcels, \$2,500.

541 (8) The authority to charge a fee for the preparation and  
542 delivery of the estoppel certificate must be established  
543 annually by a written resolution adopted by the board or  
544 provided by a written management, bookkeeping, or maintenance  
545 contract.

546 (9) An association or a closing agent may not directly or  
547 indirectly charge a fee for an estoppel certificate other than  
548 those expressly authorized by this section. Unauthorized fees or  
549 charges, whether described as a convenience fee, an archive fee,  
550 a service fee, a processing fee, a delivery fee, a credit card

551 fee, a certification fee, a third-party fee, or any other fee or  
552 charge, are void and may be ignored by the requestor of the  
553 estoppel certificate.

554 (10) If an estoppel certificate is requested in  
555 conjunction with the sale or refinancing of a parcel, the fee  
556 for the preparation and delivery of the estoppel certificate  
557 must be paid to the association from the closing or settlement  
558 proceeds. If the closing does not occur, the fee for the  
559 preparation and delivery of the estoppel certificate is payable  
560 by the unit owner upon the expiration of the 30-day or 35-day  
561 effective period of the estoppel certificate. The association  
562 may collect the fee in the same manner as an assessment against  
563 the parcel. and is payable upon the preparation of the  
564 certificate. If the certificate is requested in conjunction with  
565 the sale or mortgage of a parcel but the closing does not occur  
566 and no later than 30 days after the closing date for which the  
567 certificate was sought the preparer receives a written request,  
568 accompanied by reasonable documentation, that the sale did not  
569 occur from a payor that is not the parcel owner, the fee shall  
570 be refunded to that payor within 30 days after receipt of the  
571 request. The refund is the obligation of the parcel owner, and  
572 the association may collect it from that owner in the same  
573 manner as an assessment as provided in this section. The right  
574 to reimbursement may not be waived or modified by any contract  
575 or agreement. The prevailing party in any action brought to

576 | ~~enforce a right of reimbursement shall be awarded damages and~~  
 577 | ~~all applicable attorney fees and costs.~~

578 |       ~~(9) The fees specified in this section shall be adjusted~~  
 579 | ~~every 5 years in an amount equal to the total of the annual~~  
 580 | ~~increases for that 5-year period in the Consumer Price Index for~~  
 581 | ~~All Urban Consumers, U.S. City Average, All Items. The~~  
 582 | ~~Department of Business and Professional Regulation shall~~  
 583 | ~~periodically calculate the fees, rounded to the nearest dollar,~~  
 584 | ~~and publish the amounts, as adjusted, on its website.~~

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