

1 A bill to be entitled
2 An act relating to condominium, cooperative, and
3 homeowners' associations; amending s. 633.0215, F.S.;
4 exempting certain residential buildings from a requirement
5 to install a manual fire alarm system; amending s.
6 718.111, F.S.; revising provisions relating to the
7 official records of condominium associations; providing
8 for disclosure of employment agreements or compensation
9 paid to association employees; amending s. 718.112, F.S.;
10 revising provisions relating to bylaws; providing that
11 board of administration meetings discussing personnel
12 matters are not open to unit members; revising
13 requirements for electing the board of directors;
14 providing for continued office and for filling vacancies
15 under certain circumstances; specifying unit owner
16 eligibility for board membership; requiring that certain
17 educational curriculum be completed within a specified
18 time before the election or appointment of a board
19 director; amending s. 718.113, F.S.; authorizing the board
20 of a condominium association to install impact glass or
21 other code-compliant windows under certain circumstances;
22 amending s. 718.114, F.S.; requiring the vote or written
23 consent of a majority of the voting interests before a
24 condominium association may enter into certain agreements
25 to acquire leaseholds, memberships, or other possessory or
26 use interests; amending s. 718.116, F.S.; revising
27 provisions relating to condominium assessments; requiring
28 any rent payments received by an association from a tenant

29 | to be applied to the oldest delinquent monetary obligation
 30 | of a unit owner; amending s. 718.117, F.S.; providing for
 31 | procedures and requirements for termination of a
 32 | condominium property that has been totally destroyed or
 33 | demolished; providing procedures and requirements for
 34 | partial termination of a condominium property; requiring
 35 | that a lien against a condominium unit being terminated be
 36 | transferred to the proceeds of sale for that property;
 37 | amending s. 718.303, F.S.; revising provisions relating to
 38 | imposing remedies against a delinquent unit owner or
 39 | occupant; providing for the suspension of certain rights
 40 | of use or voting rights; requiring that the suspension of
 41 | certain rights of use or voting rights be approved at a
 42 | noticed board meeting; amending s. 718.703, F.S.;
 43 | redefining the term "bulk assignee" for purposes of the
 44 | Distressed Condominium Relief Act; amending s. 718.704,
 45 | F.S.; revising provisions relating to the assignment of
 46 | developer rights by a bulk assignee; amending s. 718.705,
 47 | F.S.; revising provisions relating to the transfer of
 48 | control of a condominium board of administration to unit
 49 | owners; amending s. 718.706, F.S.; revising provisions
 50 | relating to the offering of units by a bulk assignee or
 51 | bulk buyer; amending s. 718.707, F.S.; revising the time
 52 | limitation for classification as a bulk assignee or bulk
 53 | buyer; amending s. 719.108, F.S.; requiring any rent
 54 | payments received by a cooperative association from a
 55 | tenant to be applied to the oldest delinquent monetary
 56 | obligation of a unit owner; amending s. 719.303, F.S.;

57 | revising provisions relating to imposing remedies against
 58 | a delinquent unit owner or occupant; providing for the
 59 | suspension of certain rights of use or voting rights;
 60 | requiring that the suspension of certain rights of use or
 61 | voting rights be approved at a noticed board meeting;
 62 | amending s. 720.310, F.S.; revising the definition of the
 63 | term "declaration of covenants"; amending s. 720.303,
 64 | F.S.; revising provisions relating to records that are not
 65 | accessible to members of a homeowners' association;
 66 | providing for disclosure of employment agreements and
 67 | compensation paid to association employees; amending s.
 68 | 720.305, F.S.; revising provisions relating to imposing
 69 | remedies against a delinquent member of a homeowners'
 70 | association; requiring that the suspension of certain
 71 | rights of use or voting rights be approved at a noticed
 72 | board meeting; amending s. 720.306, F.S.; specifying
 73 | additional requirements for candidates to be a member of
 74 | the board of a homeowners' association; amending s.
 75 | 720.3085, F.S.; requiring any rent payments received by an
 76 | association from a tenant to be applied to the oldest
 77 | delinquent monetary obligation of a parcel owner; amending
 78 | s. 720.309, F.S.; providing for the allocation of
 79 | communication services by a homeowners' association;
 80 | providing for the cancellation of communication contracts;
 81 | providing that hearing-impaired or legally blind owners
 82 | and owners receiving certain supplemental security income
 83 | or food stamps may discontinue the service without
 84 | incurring costs; providing that residents may not be

85 | denied access to available franchised, licensed, or
 86 | certificated cable or video service providers; providing
 87 | an effective date.

88 |

89 | Be It Enacted by the Legislature of the State of Florida:

90 | Section 1. Subsection (14) of section 633.0215, Florida
 91 | Statutes, is amended to read:

92 | 633.0215 Florida Fire Prevention Code.—

93 | (14) A condominium, cooperative, or multifamily
 94 | residential building that is less than four ~~one or two~~ stories
 95 | in height and has an exterior corridor providing a means of
 96 | egress is exempt from installing a manual fire alarm system as
 97 | required in s. 9.6 of the most recent edition of the Life Safety
 98 | Code adopted in the Florida Fire Prevention Code. This is
 99 | intended to clarify existing law.

100 | Section 2. Paragraphs (a) and (c) of subsection (12) of
 101 | section 718.111, Florida Statutes, are amended to read:

102 | 718.111 The association.—

103 | (12) OFFICIAL RECORDS.—

104 | (a) From the inception of the association, the association
 105 | shall maintain each of the following items, if applicable, which
 106 | constitute ~~shall constitute~~ the official records of the
 107 | association:

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

110 | 2. A photocopy of the recorded declaration of condominium
 111 | of each condominium operated by the association and ~~of~~ each
 112 | amendment to each declaration.

113 3. A photocopy of the recorded bylaws of the association
114 and ~~of~~ each amendment to the bylaws.

115 4. A certified copy of the articles of incorporation of
116 the association, or other documents creating the association,
117 and ~~of~~ each amendment thereto.

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

119 6. A book or books that ~~which~~ contain the minutes of all
120 meetings of the association, ~~of~~ the board of administration, and
121 the ~~of~~ unit owners, which minutes must be retained for at least
122 7 years.

123 7. A current roster of all unit owners and their mailing
124 addresses, unit identifications, voting certifications, and, if
125 known, telephone numbers. The association shall also maintain
126 the electronic mailing addresses and facsimile ~~the~~ numbers
127 ~~designated by unit owners for receiving notice sent by~~
128 ~~electronic transmission of these~~ unit owners consenting to
129 receive notice by electronic transmission. The electronic
130 mailing addresses and facsimile ~~telephone~~ numbers may not be
131 accessible to unit owners ~~must be removed from association~~
132 ~~records~~ if consent to receive notice by electronic transmission
133 is not provided in accordance with subparagraph (c)5 ~~revoled~~.

134 However, the association is not liable for an erroneous
135 disclosure of the electronic mail address or facsimile ~~the~~
136 number for receiving electronic transmission of notices.

137 8. All current insurance policies of the association and
138 condominiums operated by the association.

139 9. A current copy of any management agreement, lease, or
140 other contract to which the association is a party or under

141 | which the association or the unit owners have an obligation or
 142 | responsibility.

143 | 10. Bills of sale or transfer for all property owned by
 144 | the association.

145 | 11. Accounting records for the association and separate
 146 | accounting records for each condominium that ~~which~~ the
 147 | association operates. All accounting records must ~~shall~~ be
 148 | maintained for at least 7 years. Any person who knowingly or
 149 | intentionally defaces or destroys such ~~accounting~~ records
 150 | ~~required to be created and maintained by this chapter during the~~
 151 | ~~period for which such records are required to be maintained,~~ or
 152 | who knowingly or intentionally fails to create or maintain such
 153 | records, with the intent of causing harm to the association or
 154 | one or more of its members, is personally subject to a civil
 155 | penalty pursuant to s. 718.501(1)(d). The accounting records
 156 | must include, but are not limited to:

157 | a. Accurate, itemized, and detailed records of all
 158 | receipts and expenditures.

159 | b. A current account and a monthly, bimonthly, or
 160 | quarterly statement of the account for each unit designating the
 161 | name of the unit owner, the due date and amount of each
 162 | assessment, the amount paid on ~~upon~~ the account, and the balance
 163 | due.

164 | c. All audits, reviews, accounting statements, and
 165 | financial reports of the association or condominium.

166 | d. All contracts for work to be performed. Bids for work
 167 | to be performed are also considered official records and must be
 168 | maintained by the association.

169 12. Ballots, sign-in sheets, voting proxies, and all other
 170 papers relating to voting by unit owners, which must be
 171 maintained for 1 year from the date of the election, vote, or
 172 meeting to which the document relates, notwithstanding paragraph
 173 (b).

174 13. All rental records if the association is acting as
 175 agent for the rental of condominium units.

176 14. A copy of the current question and answer sheet as
 177 described in s. 718.504.

178 15. All other records of the association not specifically
 179 included in the foregoing which are related to the operation of
 180 the association.

181 16. A copy of the inspection report as described ~~provided~~
 182 in s. 718.301(4) (p).

183 (c) The official records of the association are open to
 184 inspection by any association member or the authorized
 185 representative of such member at all reasonable times. The right
 186 to inspect the records includes the right to make or obtain
 187 copies, at the reasonable expense, if any, of the member. The
 188 association may adopt reasonable rules regarding the frequency,
 189 time, location, notice, and manner of record inspections and
 190 copying. The failure of an association to provide the records
 191 within 10 working days after receipt of a written request
 192 creates a rebuttable presumption that the association willfully
 193 failed to comply with this paragraph. A unit owner who is denied
 194 access to official records is entitled to the actual damages or
 195 minimum damages for the association's willful failure to comply.
 196 Minimum damages are ~~shall be~~ \$50 per calendar day for up to 10

197 days, beginning ~~the calculation to begin~~ on the 11th working day
 198 after receipt of the written request. The failure to permit
 199 inspection ~~of the association records as provided herein~~
 200 entitles any person prevailing in an enforcement action to
 201 recover reasonable attorney's fees from the person in control of
 202 the records who, directly or indirectly, knowingly denied access
 203 to the records. ~~Any person who knowingly or intentionally~~
 204 ~~defaces or destroys accounting records that are required by this~~
 205 ~~chapter to be maintained during the period for which such~~
 206 ~~records are required to be maintained, or who knowingly or~~
 207 ~~intentionally fails to create or maintain accounting records~~
 208 ~~that are required to be created or maintained, with the intent~~
 209 ~~of causing harm to the association or one or more of its~~
 210 ~~members, is personally subject to a civil penalty pursuant to s.~~
 211 ~~718.501(1)(d).~~ The association shall maintain an adequate number
 212 of copies of the declaration, articles of incorporation, bylaws,
 213 and rules, and all amendments to each of the foregoing, as well
 214 as the question and answer sheet as described ~~provided for~~ in s.
 215 718.504 and year-end financial information required under ~~in~~
 216 this section, on the condominium property to ensure their
 217 availability to unit owners and prospective purchasers, and may
 218 charge its actual costs for preparing and furnishing these
 219 documents to those requesting the documents. Notwithstanding ~~the~~
 220 ~~provisions of~~ this paragraph, the following records are not
 221 accessible to unit owners:

- 222 1. Any record protected by the lawyer-client privilege as
- 223 described in s. 90.502; and any record protected by the work-
- 224 product privilege, including a ~~any~~ record prepared by an

225 association attorney or prepared at the attorney's express
 226 direction, ~~+~~ which reflects a mental impression, conclusion,
 227 litigation strategy, or legal theory of the attorney or the
 228 association, and which was prepared exclusively for civil or
 229 criminal litigation or for adversarial administrative
 230 proceedings, or which was prepared in anticipation of such
 231 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~
 232 ~~administrative~~ proceedings until the conclusion of the
 233 litigation or ~~adversarial administrative~~ proceedings.

234 2. Information obtained by an association in connection
 235 with the approval of the lease, sale, or other transfer of a
 236 unit.

237 3. Personnel records of association or management company
 238 employees, including, but not limited to, disciplinary, payroll,
 239 health, and insurance records. For purposes of this
 240 subparagraph, the term "personnel records" does not include
 241 written employment agreements with an association employee or
 242 budgetary or financial records that indicate the compensation
 243 paid to an association employee.

244 4. Medical records of unit owners.

245 5. Social security numbers, driver's license numbers,
 246 credit card numbers, e-mail addresses, telephone numbers,
 247 facsimile numbers, emergency contact information, ~~any~~ addresses
 248 of a unit owner ~~other than as provided to fulfill the~~
 249 ~~association's notice requirements~~, and other personal
 250 identifying information of any person, excluding the person's
 251 name, unit designation, mailing address, ~~and~~ property address,
 252 and any address, e-mail address, or facsimile number provided to

253 the association to fulfill the association's notice
 254 requirements. However, an owner may consent in writing to the
 255 disclosure of protected information described in this
 256 subparagraph. The association is not liable for the disclosure
 257 of information that is protected under this subparagraph if the
 258 information is included in an official record of the association
 259 and is voluntarily provided by an owner and not requested by the
 260 association.

261 6. ~~Any~~ Electronic security measures ~~measure~~ that are ~~is~~
 262 used by the association to safeguard data, including passwords.

263 7. The software and operating system used by the
 264 association which allow the ~~allows~~ manipulation of data, even if
 265 the owner owns a copy of the same software used by the
 266 association. The data is part of the official records of the
 267 association.

268 Section 3. Paragraphs (b), (c), and (d) of subsection (2)
 269 of section 718.112, Florida Statutes, are amended to read:

270 718.112 Bylaws.—

271 (2) REQUIRED PROVISIONS.—The bylaws shall provide for the
 272 following and, if they do not do so, shall be deemed to include
 273 the following:

274 (b) *Quorum; voting requirements; proxies.*—

275 1. Unless a lower number is provided in the bylaws, the
 276 percentage of voting interests required to constitute a quorum
 277 at a meeting of the members is ~~shall be~~ a majority of the voting
 278 interests. Unless otherwise provided in this chapter or in the
 279 declaration, articles of incorporation, or bylaws, and except as
 280 provided in subparagraph (d)4. ~~(d)3.~~, decisions shall be made by

281 ~~owners~~ of a majority of the voting interests represented at a
 282 meeting at which a quorum is present.

283 2. Except as specifically otherwise provided herein, ~~after~~
 284 ~~January 1, 1992,~~ unit owners may not vote by general proxy, but
 285 may vote by limited proxies substantially conforming to a
 286 limited proxy form adopted by the division. A ~~No~~ voting interest
 287 or consent right allocated to a unit owned by the association
 288 may not ~~shall~~ be exercised or considered for any purpose,
 289 whether for a quorum, an election, or otherwise. Limited proxies
 290 and general proxies may be used to establish a quorum. Limited
 291 proxies shall be used for votes taken to waive or reduce
 292 reserves in accordance with subparagraph (f)2.; for votes taken
 293 to waive the financial reporting requirements of s. 718.111(13);
 294 for votes taken to amend the declaration pursuant to s. 718.110;
 295 for votes taken to amend the articles of incorporation or bylaws
 296 pursuant to this section; and for any other matter for which
 297 this chapter requires or permits a vote of the unit owners.
 298 Except as provided in paragraph (d), a ~~after January 1, 1992,~~ ~~no~~
 299 proxy, limited or general, may not ~~shall~~ be used in the election
 300 of board members. General proxies may be used for other matters
 301 for which limited proxies are not required, and may ~~also~~ be used
 302 in voting for nonsubstantive changes to items for which a
 303 limited proxy is required and given. Notwithstanding ~~the~~
 304 ~~provisions of~~ this subparagraph, unit owners may vote in person
 305 at unit owner meetings. This subparagraph does not ~~Nothing~~
 306 ~~contained herein shall~~ limit the use of general proxies or
 307 require the use of limited proxies for any agenda item or
 308 election at any meeting of a timeshare condominium association.

309 3. Any proxy given is ~~shall be~~ effective only for the
 310 specific meeting for which originally given and any lawfully
 311 adjourned meetings thereof. ~~A In no event shall any proxy is not~~
 312 ~~be valid for a period~~ longer than 90 days after the date of the
 313 first meeting for which it was given. Every proxy is revocable
 314 at any time at the pleasure of the unit owner executing it.

315 4. A member of the board of administration or a committee
 316 may submit in writing his or her agreement or disagreement with
 317 any action taken at a meeting that the member did not attend.
 318 This agreement or disagreement may not be used as a vote for or
 319 against the action taken or to create ~~and may not be used for~~
 320 ~~the purposes of creating~~ a quorum.

321 5. If ~~When~~ any of the board or committee members meet by
 322 telephone conference, those board or committee members ~~attending~~
 323 ~~by telephone conference~~ may be counted toward obtaining a quorum
 324 and may vote by telephone. A telephone speaker must be used so
 325 that the conversation of those ~~board or committee~~ members
 326 ~~attending by telephone~~ may be heard by the board or committee
 327 members attending in person as well as by any unit owners
 328 present at a meeting.

329 (c) *Board of administration meetings.*—Meetings of the
 330 board of administration at which a quorum of the members is
 331 present are ~~shall be~~ open to all unit owners. A ~~Any~~ unit owner
 332 may tape record or videotape the meetings ~~of the board of~~
 333 ~~administration~~. The right to attend such meetings includes the
 334 right to speak at such meetings with reference to all designated
 335 agenda items. The division shall adopt reasonable rules
 336 governing the tape recording and videotaping of the meeting. The

337 association may adopt written reasonable rules governing the
 338 frequency, duration, and manner of unit owner statements.
 339 1. Adequate notice of all board meetings, which must
 340 ~~notice shall~~ specifically identify all ~~incorporate an~~
 341 ~~identification of~~ agenda items, must ~~shall~~ be posted
 342 conspicuously on the condominium property at least 48 continuous
 343 hours before ~~preceding~~ the meeting except in an emergency. If 20
 344 percent of the voting interests petition the board to address an
 345 item of business, the board ~~shall~~ at its next regular board
 346 meeting or at a special meeting of the board, but not later than
 347 60 days after the receipt of the petition, shall place the item
 348 on the agenda. Any item not included on the notice may be taken
 349 up on an emergency basis by at least a majority plus one of the
 350 board members ~~of the board~~. Such emergency action must ~~shall~~ be
 351 noticed and ratified at the next regular board meeting ~~of the~~
 352 ~~board~~. However, written notice of any meeting at which
 353 nonemergency special assessments, or at which amendment to rules
 354 regarding unit use, will be considered must ~~shall~~ be mailed,
 355 delivered, or electronically transmitted to the unit owners and
 356 posted conspicuously on the condominium property at least ~~not~~
 357 ~~less than~~ 14 days before ~~prior to~~ the meeting. Evidence of
 358 compliance with this 14-day notice requirement must ~~shall~~ be
 359 made by an affidavit executed by the person providing the notice
 360 and filed with ~~among~~ the official records of the association.
 361 Upon notice to the unit owners, the board shall, by duly adopted
 362 rule, designate a specific location on the condominium ~~property~~
 363 or association property where ~~upon which~~ all notices of board
 364 meetings are to ~~shall~~ be posted. If there is no condominium

365 property or association property where ~~upon which~~ notices can be
 366 posted, notices ~~of board meetings~~ shall be mailed, delivered, or
 367 electronically transmitted at least 14 days before the meeting
 368 to the owner of each unit. In lieu of or in addition to the
 369 physical posting of the notice ~~of any meeting of the board of~~
 370 ~~administration~~ on the condominium property, the association may,
 371 by reasonable rule, adopt a procedure for conspicuously posting
 372 and repeatedly broadcasting the notice and the agenda on a
 373 closed-circuit cable television system serving the condominium
 374 association. However, if broadcast notice is used in lieu of a
 375 notice ~~posted~~ physically posted on the condominium property, the
 376 notice and agenda must be broadcast at least four times every
 377 broadcast hour of each day that a posted notice is otherwise
 378 required under this section. ~~If~~ When broadcast notice is
 379 provided, the notice and agenda must be broadcast in a manner
 380 and for a sufficient continuous length of time so as to allow an
 381 average reader to observe the notice and read and comprehend the
 382 entire content of the notice and the agenda. Notice of any
 383 meeting in which regular or special assessments against unit
 384 owners are to be considered for any reason must ~~shall~~
 385 specifically state that assessments will be considered and
 386 provide the nature, estimated cost, and description of the
 387 purposes for such assessments.

388 2. Meetings of a committee to take final action on behalf
 389 of the board or make recommendations to the board regarding the
 390 association budget are subject to ~~the provisions of~~ this
 391 paragraph. Meetings of a committee that does not take final
 392 action on behalf of the board or make recommendations to the

393 board regarding the association budget are subject to ~~the~~
 394 ~~provisions of~~ this section, unless those meetings are exempted
 395 from this section by the bylaws of the association.

396 3. Notwithstanding any other law, the requirement that
 397 board meetings and committee meetings be open to the unit owners
 398 does not apply ~~is inapplicable~~ to:

399 a. Meetings between the board or a committee and the
 400 association's attorney, with respect to proposed or pending
 401 litigation, if ~~when~~ the meeting is held for the purpose of
 402 seeking or rendering legal advice; or

403 b. Board meetings held for the purpose of discussing
 404 personnel matters.

405 (d) *Unit owner meetings.*—

406 1. An annual meeting of the unit owners shall be held at
 407 the location provided in the association bylaws and, if the
 408 bylaws are silent as to the location, the meeting shall be held
 409 within 45 miles of the condominium property. However, such
 410 distance requirement does not apply to an association governing
 411 a timeshare condominium.

412 2. Unless the bylaws provide otherwise, a vacancy on the
 413 board caused by the expiration of a director's term shall be
 414 filled by electing a new board member, and the election must be
 415 by secret ballot. An election is not required ~~However,~~ if the
 416 number of vacancies equals or exceeds the number of candidates,
 417 ~~an election is not required.~~ For purposes of this paragraph, the
 418 term "candidate" means an eligible person who has timely
 419 submitted the written notice, as described in sub-subparagraph
 420 4.a., of his or her intention to become a candidate. Except in a

421 | timeshare condominium, or if the staggered term of a board
 422 | member does not expire until a later annual meeting, or if all
 423 | members terms would otherwise expire but there are no
 424 | candidates, the terms of all board members ~~of the board~~ expire
 425 | at the annual meeting, and such ~~board~~ members may stand for
 426 | reelection unless prohibited ~~otherwise permitted~~ by the bylaws.
 427 | If the bylaws permit staggered terms of no more than 2 years and
 428 | upon approval of a majority of the total voting interests, the
 429 | association board members may serve 2-year staggered terms. If
 430 | the number of board members whose terms expire at the annual
 431 | meeting equals or have expired exceeds the number of candidates,
 432 | the candidates become members of the board effective upon the
 433 | adjournment of the annual meeting. Unless the bylaws provide
 434 | otherwise, any remaining vacancies shall be filled by the
 435 | affirmative vote of the majority of the directors making up the
 436 | newly constituted board even if the directors constitute less
 437 | than a quorum or there is only one director ~~eligible members~~
 438 | ~~showing interest in or demonstrating an intention to run for the~~
 439 | ~~vacant positions, each board member whose term has expired is~~
 440 | ~~eligible for reappointment to the board of administration and~~
 441 | ~~need not stand for reelection.~~ In a condominium association of
 442 | more than 10 units or in a condominium association that does not
 443 | include timeshare units or timeshare interests, coowners of a
 444 | unit may not serve as members of the board of directors at the
 445 | same time unless they own more than one unit or unless there are
 446 | not enough eligible candidates to fill the vacancies on the
 447 | board at the time of the vacancy. Any unit owner desiring to be
 448 | a candidate for board membership must comply with sub-

449 | subparagraph 4.a. and must be eligible to serve on the board of
 450 | directors at the time of the deadline for submitting a notice of
 451 | intent to run, and continuously thereafter, in order to have his
 452 | or her name listed as a proper candidate on the ballot or to
 453 | serve on the board 3.a. A person who has been suspended or
 454 | removed by the division under this chapter, or who is delinquent
 455 | in the payment of any fee, fine, or special or regular
 456 | assessment as provided in paragraph (n), is not eligible for
 457 | board membership. A person who has been convicted of any felony
 458 | in this state or in a United States District or Territorial
 459 | Court, or who has been convicted of any offense in another
 460 | jurisdiction which ~~that~~ would be considered a felony if
 461 | committed in this state, is not eligible for board membership
 462 | unless such felon's civil rights have been restored for at least
 463 | 5 years as of the date ~~on which~~ such person seeks election to
 464 | the board. The validity of an action by the board is not
 465 | affected if it is later determined that a board member ~~of the~~
 466 | ~~board~~ is ineligible for board membership due to having been
 467 | convicted of a felony.

468 | 3.2. The bylaws must provide the method of calling
 469 | meetings of unit owners, including annual meetings. Written
 470 | notice, ~~which~~ must include an agenda, must ~~shall~~ be mailed, hand
 471 | delivered, or electronically transmitted to each unit owner at
 472 | least 14 days before the annual meeting, and must be posted in a
 473 | conspicuous place on the condominium property at least 14
 474 | continuous days before ~~preceding~~ the annual meeting. Upon notice
 475 | to the unit owners, the board shall, by duly adopted rule,
 476 | designate a specific location on the condominium property or

477 association property where ~~upon which~~ all notices of unit owner
 478 meetings shall be posted. This requirement does not apply
 479 ~~However,~~ if there is no condominium property or association
 480 property for posting ~~upon which notices can be posted,~~ ~~this~~
 481 ~~requirement does not apply.~~ In lieu of, or in addition to, the
 482 physical posting of meeting notices, the association may, by
 483 reasonable rule, adopt a procedure for conspicuously posting and
 484 repeatedly broadcasting the notice and the agenda on a closed-
 485 circuit cable television system serving the condominium
 486 association. However, if broadcast notice is used ~~in lieu of a~~
 487 ~~notice posted physically on the condominium property,~~ the notice
 488 and agenda must be broadcast at least four times every broadcast
 489 hour of each day that a posted notice is otherwise required
 490 under this section. If broadcast notice is provided, the notice
 491 and agenda must be broadcast in a manner and for a sufficient
 492 continuous length of time so as to allow an average reader to
 493 observe the notice and read and comprehend the entire content of
 494 the notice and the agenda. Unless a unit owner waives in writing
 495 the right to receive notice of the annual meeting, such notice
 496 must be hand delivered, mailed, or electronically transmitted to
 497 each unit owner. Notice for meetings and notice for all other
 498 purposes must be mailed to each unit owner at the address last
 499 furnished to the association by the unit owner, or hand
 500 delivered to each unit owner. However, if a unit is owned by
 501 more than one person, the association must ~~shall~~ provide notice,
 502 ~~for meetings and all other purposes,~~ to the ~~that~~ ~~one~~ address
 503 that ~~which~~ the developer initially identifies for that purpose
 504 and thereafter as one or more of the owners of the unit ~~shall~~

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505 advise the association in writing, or if no address is given or
506 the owners of the unit do not agree, to the address provided on
507 the deed of record. An officer of the association, or the
508 manager or other person providing notice of the association
509 meeting, must ~~shall~~ provide an affidavit or United States Postal
510 Service certificate of mailing, to be included in the official
511 records of the association affirming that the notice was mailed
512 or hand delivered, in accordance with this provision.

513 ~~4.3.~~ The members of the board shall be elected by written
514 ballot or voting machine. Proxies may not be used in electing
515 the board in general elections or elections to fill vacancies
516 caused by recall, resignation, or otherwise, unless otherwise
517 provided in this chapter.

518 a. At least 60 days before a scheduled election, the
519 association shall mail, deliver, or electronically transmit,
520 ~~whether~~ by separate association mailing or included in another
521 association mailing, delivery, or transmission, including
522 regularly published newsletters, to each unit owner entitled to
523 a vote, a first notice of the date of the election. Any unit
524 owner or other eligible person desiring to be a candidate for
525 the board must give written notice of his or her intent to be a
526 candidate to the association at least 40 days before a scheduled
527 election. Together with the written notice and agenda as set
528 forth in subparagraph 3. 2., the association shall mail,
529 deliver, or electronically transmit a second notice of the
530 election to all unit owners entitled to vote, together with a
531 ballot that lists all candidates. Upon request of a candidate,
532 an information sheet, no larger than 8 1/2 inches by 11 inches,

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533 | which must be furnished by the candidate at least 35 days before
534 | the election, must be included with the mailing, delivery, or
535 | transmission of the ballot, with the costs of mailing, delivery,
536 | or electronic transmission and copying to be borne by the
537 | association. The association is not liable for the contents of
538 | the information sheets prepared by the candidates. In order to
539 | reduce costs, the association may print or duplicate the
540 | information sheets on both sides of the paper. The division
541 | shall by rule establish voting procedures consistent with this
542 | sub-subparagraph, including rules establishing procedures for
543 | giving notice by electronic transmission and rules providing for
544 | the secrecy of ballots. Elections shall be decided by a
545 | plurality of ~~these~~ ballots cast. There is no quorum requirement;
546 | however, at least 20 percent of the eligible voters must cast a
547 | ballot in order to have a valid election ~~of members of the~~
548 | ~~board~~. A unit owner may not permit any other person to vote his
549 | or her ballot, and any ballots improperly cast are invalid. A,
550 | ~~provided any~~ unit owner who violates this provision may be fined
551 | by the association in accordance with s. 718.303. A unit owner
552 | who needs assistance in casting the ballot for the reasons
553 | stated in s. 101.051 may obtain such assistance. The regular
554 | election must occur on the date of the annual meeting. ~~This sub-~~
555 | ~~subparagraph does not apply to timeshare condominium~~
556 | ~~associations~~. Notwithstanding this sub-subparagraph, an election
557 | is not required unless more candidates file notices of intent to
558 | run or are nominated than board vacancies exist.

559 | b. Within 90 days after being elected or appointed to the
560 | board, each newly elected or appointed director shall certify in

561 writing to the secretary of the association that he or she has
 562 read the association's declaration of condominium, articles of
 563 incorporation, bylaws, and current written policies; that he or
 564 she will work to uphold such documents and policies to the best
 565 of his or her ability; and that he or she will faithfully
 566 discharge his or her fiduciary responsibility to the
 567 association's members. In lieu of this written certification,
 568 within 90 days after being elected or appointed to the board,
 569 the newly elected or appointed director may submit a certificate
 570 of having satisfactorily completed ~~satisfactory completion of~~
 571 the educational curriculum administered by a division-approved
 572 condominium education provider within 1 year before or 90 days
 573 after the date of election or appointment. The written
 574 certification or educational certificate is valid and does not
 575 have to be resubmitted as long as the director serves on the
 576 board without interruption. A director who fails to timely file
 577 the written certification or educational certificate is
 578 suspended from service on the board until he or she complies
 579 with this sub-subparagraph. The board may temporarily fill the
 580 vacancy during the period of suspension. The secretary shall
 581 cause the association to retain a director's written
 582 certification or educational certificate for inspection by the
 583 members for 5 years after a director's election. Failure to have
 584 such written certification or educational certificate on file
 585 does not affect the validity of any board action. This chapter
 586 does not limit the use of general or limited proxies, require
 587 the use of general or limited proxies, or require the use of a
 588 written ballot or voting machine for any agenda item or election

589 at any meeting of a timeshare condominium association.

590 5.4. Any approval by unit owners called for by this
 591 chapter or the applicable declaration or bylaws, including, but
 592 not limited to, the approval requirement in s. 718.111(8), must
 593 ~~shall~~ be made at a duly noticed meeting of unit owners and is
 594 subject to all requirements of this chapter or the applicable
 595 condominium documents relating to unit owner decisionmaking,
 596 except that unit owners may take action by written agreement,
 597 without meetings, on matters for which action by written
 598 agreement without meetings is expressly allowed by the
 599 applicable bylaws or declaration or any law ~~statute~~ that
 600 provides for such action.

601 6.5. Unit owners may waive notice of specific meetings if
 602 allowed by the applicable bylaws or declaration or any law
 603 ~~statute~~. If authorized by the bylaws, notice of meetings of the
 604 board of administration, unit owner meetings, except unit owner
 605 meetings called to recall board members under paragraph (j), and
 606 committee meetings may be given by electronic transmission to
 607 unit owners who consent to receive notice by electronic
 608 transmission.

609 7.6. Unit owners ~~shall~~ have the right to participate in
 610 meetings of unit owners with reference to all designated agenda
 611 items. However, the association may adopt reasonable rules
 612 governing the frequency, duration, and manner of unit owner
 613 participation.

614 8.7. A ~~Any~~ unit owner may tape record or videotape a
 615 meeting of the unit owners subject to reasonable rules adopted
 616 by the division.

617 ~~9.8.~~ Unless otherwise provided in the bylaws, any vacancy
 618 occurring on the board before the expiration of a term may be
 619 filled by the affirmative vote of the majority of the remaining
 620 directors, even if the remaining directors constitute less than
 621 a quorum, or by the sole remaining director. In the alternative,
 622 a board may hold an election to fill the vacancy, in which case
 623 the election procedures must conform to ~~the requirements of sub-~~
 624 subparagraph 4.a. ~~3.a.~~ unless the association governs 10 units
 625 or fewer and has opted out of the statutory election process, in
 626 which case the bylaws of the association control. Unless
 627 otherwise provided in the bylaws, a board member appointed or
 628 elected under this section shall fill the vacancy for the
 629 unexpired term of the seat being filled. Filling vacancies
 630 created by recall is governed by paragraph (j) and rules adopted
 631 by the division.

632
 633 Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a.
 634 ~~(d)3.a.~~, an association of 10 or fewer units may, by affirmative
 635 vote of a majority of the total voting interests, provide for
 636 different voting and election procedures in its bylaws, which
 637 ~~vote~~ may be by a proxy specifically delineating the different
 638 voting and election procedures. The different voting and
 639 election procedures may provide for elections to be conducted by
 640 limited or general proxy.

641 Section 4. Subsection (5) of section 718.113, Florida
 642 Statutes, is amended to read:

643 718.113 Maintenance; limitation upon improvement; display
 644 of flag; hurricane shutters; display of religious decorations.-

645 (5) Each board of administration shall adopt hurricane
 646 shutter specifications for each building within each condominium
 647 operated by the association which shall include color, style,
 648 and other factors deemed relevant by the board. All
 649 specifications adopted by the board must ~~shall~~ comply with the
 650 applicable building code.

651 (a) The board may, subject to the provisions of s.
 652 718.3026, and the approval of a majority of voting interests of
 653 the condominium, install hurricane shutters, impact glass or
 654 other code-compliant windows, or hurricane protection that
 655 complies with or exceeds the applicable building code. However,
 656 ~~or both, except that~~ a vote of the owners is not required if the
 657 maintenance, repair, and replacement of hurricane shutters,
 658 impact glass, or other code-compliant windows ~~or other forms of~~
 659 ~~hurricane protection~~ are the responsibility of the association
 660 pursuant to the declaration of condominium. If ~~However, where~~
 661 hurricane protection or laminated glass or window film
 662 architecturally designed to function as hurricane protection
 663 which complies with or exceeds the current applicable building
 664 code has been previously installed, the board may not install
 665 hurricane shutters, ~~or other~~ hurricane protection, or impact
 666 glass or other code-compliant windows except upon approval by a
 667 majority vote of the voting interests.

668 (b) The association is ~~shall be~~ responsible for the
 669 maintenance, repair, and replacement of the hurricane shutters
 670 or other hurricane protection authorized by this subsection if
 671 such hurricane shutters or other hurricane protection is the
 672 responsibility of the association pursuant to the declaration of

673 condominium. If the hurricane shutters or other hurricane
 674 protection authorized by this subsection are the responsibility
 675 of the unit owners pursuant to the declaration of condominium,
 676 the responsibility for the maintenance, repair, and replacement
 677 of such items are ~~shall be~~ the responsibility of the unit owner.

678 (c) The board may operate shutters installed pursuant to
 679 this subsection without permission of the unit owners only if
 680 ~~where~~ such operation is necessary to preserve and protect the
 681 condominium property and association property. The installation,
 682 replacement, operation, repair, and maintenance of such shutters
 683 in accordance with the procedures set forth in this paragraph
 684 are ~~herein shall not be deemed~~ a material alteration to the
 685 common elements or association property within the meaning of
 686 this section.

687 (d) Notwithstanding any provision to the contrary in the
 688 condominium documents, if approval is required by the documents,
 689 a board may ~~shall~~ not refuse to approve the installation or
 690 replacement of hurricane shutters by a unit owner conforming to
 691 the specifications adopted by the board.

692 Section 5. Section 718.114, Florida Statutes, is amended
 693 to read:

694 718.114 Association powers.—An association may ~~has the~~
 695 ~~power to~~ enter into agreements, to acquire leaseholds,
 696 memberships, and other possessory or use interests in lands or
 697 facilities such as country clubs, golf courses, marinas, and
 698 other recreational facilities, . ~~It has this power~~ whether or not
 699 the lands or facilities are contiguous to the lands of the
 700 condominium, if such lands and facilities ~~they~~ are intended to

701 provide enjoyment, recreation, or other use or benefit to the
 702 unit owners. All of these leaseholds, memberships, and other
 703 possessory or use interests existing or created at the time of
 704 recording the declaration must be stated and fully described in
 705 the declaration. Subsequent to the recording of the declaration,
 706 agreements acquiring these leaseholds, memberships, or other
 707 possessory or use interests which are not entered into within 12
 708 months following the recording of the declaration are ~~shall be~~
 709 ~~considered~~ a material alteration or substantial addition to the
 710 real property that is association property, and the association
 711 may not acquire or enter into such agreements ~~acquiring these~~
 712 ~~leaseholds, memberships, or other possessory or use interests~~
 713 ~~except upon a vote of, or written consent by, a majority of the~~
 714 total voting interests or as authorized by the declaration as
 715 provided in s. 718.113. The declaration may provide that the
 716 rental, membership fees, operations, replacements, and other
 717 expenses are common expenses and may impose covenants and
 718 restrictions concerning their use and may contain other
 719 provisions not inconsistent with this chapter. A condominium
 720 association may conduct bingo games as provided in s. 849.0931.

721 Section 6. Subsection (3), paragraph (b) of subsection
 722 (5), and subsection (11) of section 718.116, Florida Statutes,
 723 are amended to read:

724 718.116 Assessments; liability; lien and priority;
 725 interest; collection.—

726 (3) Assessments and installments on assessments which are
 727 not paid when due bear interest at the rate provided in the
 728 declaration, from the due date until paid. The ~~This~~ rate may not

729 exceed the rate allowed by law, and, if no rate is provided in
 730 the declaration, interest accrues at the rate of 18 percent per
 731 year. ~~Also,~~ If provided by the declaration or bylaws, the
 732 association may, in addition to such interest, charge an
 733 administrative late fee of up to the greater of \$25 or 5 percent
 734 of ~~each installment of the assessment for~~ each delinquent
 735 installment for which the payment is late. Any payment received
 736 by an association must be applied first to any interest accrued
 737 by the association, then to any administrative late fee, then to
 738 any costs and reasonable attorney's fees incurred in collection,
 739 and then to the delinquent assessment. The foregoing is
 740 applicable notwithstanding any restrictive endorsement,
 741 designation, or instruction placed on or accompanying a payment.
 742 A late fee is not subject to chapter 687 or s. 718.303(4)
 743 ~~718.303(3)~~.

744 (5)

745 (b) To be valid, a claim of lien must state the
 746 description of the condominium parcel, the name of the record
 747 owner, the name and address of the association, the amount due,
 748 and the due dates. It must be executed and acknowledged by an
 749 officer or authorized agent of the association. The lien is not
 750 effective ~~longer than~~ 1 year after the claim of lien was
 751 recorded unless, within that time, an action to enforce the lien
 752 is commenced. The 1-year period is automatically extended for
 753 any length of time during which the association is prevented
 754 from filing a foreclosure action by an automatic stay resulting
 755 from a bankruptcy petition filed by the parcel owner or any
 756 other person claiming an interest in the parcel. The claim of

757 | lien secures all unpaid assessments that are due and that may
 758 | accrue after the claim of lien is recorded and through the entry
 759 | of a final judgment, as well as interest and all reasonable
 760 | costs and attorney's fees incurred by the association incident
 761 | to the collection process. Upon payment in full, the person
 762 | making the payment is entitled to a satisfaction of the lien.

763 |
 764 | After notice of contest of lien has been recorded, the clerk of
 765 | the circuit court shall mail a copy of the recorded notice to
 766 | the association by certified mail, return receipt requested, at
 767 | the address shown in the claim of lien or most recent amendment
 768 | to it and shall certify to the service on the face of the
 769 | notice. Service is complete upon mailing. After service, the
 770 | association has 90 days in which to file an action to enforce
 771 | the lien; and, if the action is not filed within the 90-day
 772 | period, the lien is void. However, the 90-day period shall be
 773 | extended for any length of time during which ~~that~~ the
 774 | association is prevented from filing its action because of an
 775 | automatic stay resulting from the filing of a bankruptcy
 776 | petition by the unit owner or by any other person claiming an
 777 | interest in the parcel.

778 | (11) If the unit is occupied by a tenant and the unit
 779 | owner is delinquent in paying any monetary obligation due to the
 780 | association, the association may make a written demand that the
 781 | tenant pay rent to the association ~~the future monetary~~
 782 | ~~obligations related to the condominium unit to the association,~~
 783 | and continue to ~~the tenant must~~ make such payments until all
 784 | monetary obligations of the unit owner related to the unit have

785 been paid in full to the association ~~payment. The demand is~~
 786 ~~continuing in nature and, upon demand,~~ The tenant must pay the
 787 monetary obligations to the association until the association
 788 releases the tenant or the tenant discontinues tenancy in the
 789 unit. The association must mail written notice to the unit owner
 790 of the association's demand that the tenant make payments to the
 791 association. The association shall, upon request, provide the
 792 tenant with written receipts for payments made. A tenant ~~who~~
 793 ~~acts in good faith in response to a written demand from an~~
 794 ~~association~~ is immune from any claim by ~~from~~ the unit owner
 795 related to the rent once the association has made written
 796 demand. Any payment received from a tenant must be applied to
 797 the unit owner's oldest delinquent monetary obligation.

798 (a) If the tenant paid ~~prepaid~~ rent to the unit owner for
 799 a given rental period before receiving the demand from the
 800 association and provides written evidence of prepaying ~~paying~~
 801 the rent to the association within 14 days after receiving the
 802 demand, the tenant shall receive credit for the prepaid rent for
 803 the applicable period but ~~and~~ must make any subsequent rental
 804 payments to the association to be credited against the monetary
 805 obligations of the unit owner ~~to the association.~~

806 (b) The tenant is not liable for increases in the amount
 807 of the monetary obligations due unless the tenant was notified
 808 in writing of the increase at least 10 days before the date the
 809 rent is due. The liability of the tenant may not exceed the
 810 amount due from the tenant to the tenant's landlord. The
 811 tenant's landlord shall provide the tenant a credit against
 812 rents due to the unit owner in the amount of moneys paid to the

813 association ~~under this section.~~

814 (c) The association may issue notices under s. 83.56 and
 815 ~~may~~ sue for eviction under ss. 83.59-83.625 as if the
 816 association were a landlord under part II of chapter 83 if the
 817 tenant fails to pay a required payment to the association.
 818 However, the association is not otherwise considered a landlord
 819 under chapter 83 and specifically has no obligations ~~duties~~
 820 under s. 83.51.

821 (d) The tenant does not, by virtue of payment of rent
 822 ~~monetary obligations~~ to the association, have any of the rights
 823 of a unit owner to vote in any election or to examine the books
 824 and records of the association.

825 (e) A court may supersede the effect of this subsection by
 826 appointing a receiver.

827 Section 7. Subsections (2), (3), (4), and (11), paragraphs
 828 (a) and (d) of subsection (12), subsection (14), paragraph (a)
 829 of subsection (17), and subsections (18) and (19) of section
 830 718.117, Florida Statutes, are amended to read:

831 718.117 Termination of condominium.—

832 (2) TERMINATION BECAUSE OF ECONOMIC WASTE OR
 833 IMPOSSIBILITY.—

834 (a) Notwithstanding any provision in the declaration, the
 835 condominium form of ownership of a property may be terminated by
 836 a plan of termination approved by the lesser of the lowest
 837 percentage of voting interests necessary to amend the
 838 declaration or as otherwise provided in the declaration for
 839 approval of termination if:

840 1. The total estimated cost of construction or repairs

841 necessary to construct the intended improvements or restore the
 842 improvements to their former condition or bring them into
 843 compliance with applicable laws or regulations exceeds the
 844 combined fair market value of the units in the condominium after
 845 completion of the construction or repairs; or

846 2. It becomes impossible to operate or reconstruct a
 847 condominium to its prior physical configuration because of land
 848 use laws or regulations.

849 (b) Notwithstanding paragraph (a), a condominium in which
 850 75 percent or more of the units are timeshare units may be
 851 terminated only pursuant to a plan of termination approved by 80
 852 percent of the total voting interests of the association and the
 853 holders of 80 percent of the original principal amount of
 854 outstanding recorded mortgage liens of timeshare estates in the
 855 condominium, unless the declaration provides for a lower voting
 856 percentage.

857 (c) Notwithstanding paragraph (a), a condominium that
 858 includes units and timeshare estates where the improvements have
 859 been totally destroyed or demolished may be terminated pursuant
 860 to a plan of termination proposed by a unit owner upon the
 861 filing of a petition in court seeking equitable relief. Within
 862 10 days after the filing of a petition as provided in this
 863 paragraph and in lieu of the requirements of paragraph (15) (a),
 864 the petitioner shall record the proposed plan of termination and
 865 mail a copy of the proposed plan and a copy of the petition to:

866 1. If the association has not been dissolved as a matter of
 867 law, each member of the board of directors of the association
 868 identified in the most recent annual report filed with the

- 869 Department of State and the registered agent of the association;
- 870 2. The managing entity as defined in s. 721.05 (22);
- 871 3. Each unit owner and each timeshare estate owner at the
- 872 address reflected in the official records of the association, or
- 873 if the association records cannot be obtained by the petitioner,
- 874 then to each unit owner and each timeshare estate owner at the
- 875 address listed in the office of the tax collector for tax
- 876 notices; and
- 877 4. Each holder of a recorded mortgage lien affecting a unit
- 878 or timeshare estate at the address appearing on the recorded
- 879 mortgage or any recorded assignment thereof.

880

881 The association if it has not been dissolved as a matter of law,

882 as class representative, or the managing entity as defined in s.

883 721.05(22), any unit owner, timeshare estate owner, or holder of

884 a recorded mortgage lien affecting a unit or timeshare estate

885 may intervene in the proceedings to contest the proposed plan of

886 termination brought pursuant to this paragraph. The provisions

887 of subsection (9), to the extent inconsistent with this

888 paragraph, and subsection (16) shall not be applicable to a

889 party contesting a plan of termination under this paragraph. If

890 no party intervenes to contest the proposed plan within 45 days

891 of the filing of the petition, the petitioner may move the court

892 to enter a final judgment to authorize the plan of termination

893 to be implemented. If a party timely intervenes to contest the

894 proposed plan, the plan shall not be implemented until a final

895 judgment has been entered by the court finding that the proposed

896 plan of termination is fair and reasonable and authorizing

897 implementation of the plan.

898 (3) OPTIONAL TERMINATION.—Except as provided in subsection
 899 (2) or unless the declaration provides for a lower percentage,
 900 the condominium form of ownership ~~of the property~~ may be
 901 terminated for all or a portion of the condominium property
 902 pursuant to a plan of termination approved by at least 80
 903 percent of the total voting interests of the condominium if no
 904 ~~not~~ more than 10 percent of the total voting interests of the
 905 condominium have rejected the plan of termination by negative
 906 vote or by providing written objections ~~thereto~~. This subsection
 907 does not apply to condominiums in which 75 percent or more of
 908 the units are timeshare units.

909 (4) EXEMPTION.—A plan of termination is not an amendment
 910 subject to s. 718.110(4). In a partial termination, a plan of
 911 termination is not an amendment subject to s. 718.110(4) if the
 912 ownership share of the common elements of a surviving unit in
 913 the condominium remains in the same proportion to the surviving
 914 units as it was before the partial termination.

915 (11) PLAN OF TERMINATION; OPTIONAL PROVISIONS; CONDITIONAL
 916 TERMINATION.—

917 (a) The plan of termination may provide that each unit
 918 owner retains the exclusive right of possession to the portion
 919 of the real estate which ~~that~~ formerly constituted the unit if
 920 ~~in which case~~ the plan specifies ~~must specify~~ the conditions of
 921 possession. In a partial termination, the plan of termination as
 922 specified in subsection (10) must also identify the units that
 923 survive the partial termination and provide that such units
 924 remain in the condominium form of ownership pursuant to an

925 amendment to the declaration of condominium or an amended and
 926 restated declaration. In a partial termination, title to the
 927 surviving units and common elements that remain part of the
 928 condominium property specified in the plan of termination remain
 929 vested in the ownership shown in the public records and do not
 930 vest in the termination trustee.

931 (b) In a conditional termination, the plan must specify
 932 the conditions for termination. A conditional plan does not vest
 933 title in the termination trustee until the plan and a
 934 certificate executed by the association with the formalities of
 935 a deed, confirming that the conditions in the conditional plan
 936 have been satisfied or waived by the requisite percentage of the
 937 voting interests, have been recorded. In a partial termination,
 938 the plan does not vest title to the surviving units or common
 939 elements that remain part of the condominium property in the
 940 termination trustee.

941 (12) ALLOCATION OF PROCEEDS OF SALE OF CONDOMINIUM
 942 PROPERTY.—

943 (a) Unless the declaration expressly provides for the
 944 allocation of the proceeds of sale of condominium property, the
 945 plan of termination must first apportion the proceeds between
 946 the aggregate value of all units and the value of the common
 947 elements, based on their respective fair market values
 948 immediately before the termination, as determined by one or more
 949 independent appraisers selected by the association or
 950 termination trustee. In a partial termination, the aggregate
 951 values of the units and common elements that are being
 952 terminated must be separately determined, and the plan of

953 termination must specify the allocation of the proceeds of sale
 954 for the units and common elements.

955 (d) Liens that encumber a unit shall be transferred to the
 956 proceeds of sale of the condominium property and the proceeds of
 957 sale or other distribution of association property, common
 958 surplus, or other association assets attributable to such unit
 959 in their same priority. In a partial termination, liens that
 960 encumber a unit being terminated must be transferred to the
 961 proceeds of sale of that portion of the condominium property
 962 being terminated which are attributable to such unit. The
 963 proceeds of any sale of condominium property pursuant to a plan
 964 of termination may not be deemed to be common surplus or
 965 association property.

966 (14) TITLE VESTED IN TERMINATION TRUSTEE.—If termination
 967 is pursuant to a plan of termination under subsection (2) or
 968 subsection (3), ~~the unit owners' rights and title to as tenants~~
 969 ~~in common in undivided interests in the condominium property~~
 970 being terminated vests ~~vest~~ in the termination trustee when the
 971 plan is recorded or at a later date specified in the plan. The
 972 unit owners thereafter become the beneficiaries of the proceeds
 973 realized from the plan of termination as set forth in the plan.
 974 The termination trustee may deal with the condominium property
 975 being terminated or any interest therein if the plan confers on
 976 the trustee the authority to protect, conserve, manage, sell, or
 977 dispose of the condominium property. The trustee, on behalf of
 978 the unit owners, may contract for the sale of real property
 979 being terminated, but the contract is not binding on the unit
 980 owners until the plan is approved pursuant to subsection (2) or

981 subsection (3).

982 (17) DISTRIBUTION.—

983 (a) Following termination of the condominium, the

984 condominium property, association property, common surplus, and

985 other assets of the association shall be held by the termination

986 trustee pursuant to the plan of termination, as trustee for unit

987 owners and holders of liens on the units, in their order of

988 priority unless otherwise set forth in the plan of termination.

989 (18) ASSOCIATION STATUS.—The termination of a condominium

990 does not change the corporate status of the association that

991 operated the condominium property. The association continues to

992 exist to conclude its affairs, prosecute and defend actions by

993 or against it, collect and discharge obligations, dispose of and

994 convey its property, and collect and divide its assets, but not

995 to act except as necessary to conclude its affairs. In a partial

996 termination, the association may continue as the condominium

997 association for the property that remains subject to the

998 declaration of condominium.

999 (19) CREATION OF ANOTHER CONDOMINIUM.—The termination or

1000 partial termination of a condominium does not bar the filing of

1001 a new declaration of condominium ~~or an amended and restated~~

1002 ~~declaration of condominium~~ by the termination trustee, or the

1003 trustee's successor in interest, for the terminated property or

1004 ~~affecting any portion thereof of the same property~~. The partial

1005 termination of a condominium may provide for the simultaneous

1006 filing of an amendment to the declaration of condominium or an

1007 amended and restated declaration of condominium by the

1008 condominium association for any portion of the property not

1009 terminated from the condominium form of ownership.

1010 Section 8. Subsections (3), (4), and (5) of section
 1011 718.303, Florida Statutes, are amended, and subsection (6) is
 1012 added to that section, to read:

1013 718.303 Obligations of owners and occupants; remedies.—

1014 ~~(3) If a unit owner is delinquent for more than 90 days in~~
 1015 ~~paying a monetary obligation due to the association, the~~
 1016 ~~association may suspend the right of a unit owner or a unit's~~
 1017 ~~occupant, licensee, or invitee to use common elements, common~~
 1018 ~~facilities, or any other association property until the monetary~~
 1019 ~~obligation is paid. This subsection does not apply to limited~~
 1020 ~~common elements intended to be used only by that unit, common~~
 1021 ~~elements that must be used to access the unit, utility services~~
 1022 ~~provided to the unit, parking spaces, or elevators. The~~
 1023 association may ~~also~~ levy reasonable fines for the failure of
 1024 the owner of the unit, or its occupant, licensee, or invitee, to
 1025 comply with any provision of the declaration, the association
 1026 bylaws, or reasonable rules of the association. A fine may ~~does~~
 1027 not become a lien against a unit. ~~A fine may not exceed \$100 per~~
 1028 ~~violation. However,~~ A fine may be levied on the basis of each
 1029 day of a continuing violation, with a single notice and
 1030 opportunity for hearing. However, the fine may not exceed \$100
 1031 per violation, or \$1,000 in the aggregate ~~exceed \$1,000.~~

1032 (a) An association may suspend, for a reasonable period of
 1033 time, the right of a unit owner, or a unit owner's tenant,
 1034 guest, or invitee, to use the common elements, common
 1035 facilities, or any other association property for failure to
 1036 comply with any provision of the declaration, the association

1037 bylaws, or reasonable rules of the association.

1038 (b) A fine or suspension may not be imposed ~~levied and a~~
 1039 ~~suspension may not be imposed~~ unless the association first
 1040 provides at least 14 days' written notice and an opportunity for
 1041 a hearing to the unit owner and, if applicable, its occupant,
 1042 licensee, or invitee. The hearing must be held before a
 1043 committee of other unit owners who are neither board members nor
 1044 persons residing in a board member's household. If the committee
 1045 does not agree ~~with the fine or suspension,~~ the fine or
 1046 suspension may not be ~~levied or~~ imposed.

1047 (4) If a unit owner is more than 90 days delinquent in
 1048 paying a monetary obligation due to the association, the
 1049 association may suspend the right of the unit owner or the
 1050 unit's occupant, licensee, or invitee to use common elements,
 1051 common facilities, or any other association property until the
 1052 monetary obligation is paid in full. This subsection does not
 1053 apply to limited common elements intended to be used only by
 1054 that unit, common elements needed to access the unit, utility
 1055 services provided to the unit, parking spaces, or elevators. The
 1056 notice and hearing requirements under subsection (3) do not
 1057 apply to suspensions imposed under this subsection.

1058 ~~(4) The notice and hearing requirements of subsection (3)~~
 1059 ~~do not apply to the imposition of suspensions or fines against a~~
 1060 ~~unit owner or a unit's occupant, licensee, or invitee because of~~
 1061 ~~failing to pay any amounts due the association. If such a fine~~
 1062 ~~or suspension is imposed, the association must levy the fine or~~
 1063 ~~impose a reasonable suspension at a properly noticed board~~
 1064 ~~meeting, and after the imposition of such fine or suspension,~~

1065 ~~the association must notify the unit owner and, if applicable,~~
 1066 ~~the unit's occupant, licensee, or invitee by mail or hand~~
 1067 ~~delivery.~~

1068 (5) An association may ~~also~~ suspend the voting rights of a
 1069 member due to nonpayment of any monetary obligation due to the
 1070 association which is more than 90 days delinquent. If a member's
 1071 voting rights are suspended, that member's suspension may not
 1072 count for or against a proposed question. The suspension ends
 1073 upon full payment of all obligations currently due or overdue
 1074 the association. The notice and hearing requirements under
 1075 subsection (3) do not apply to a suspension imposed under this
 1076 subsection.

1077 (6) All suspensions imposed pursuant to subsection (4) or
 1078 subsection (5) must be approved at a properly noticed board
 1079 meeting. Upon approval, the association must notify the unit
 1080 owner and, if applicable, the unit's occupant, licensee, or
 1081 invitee by mail or hand delivery.

1082 Section 9. Section 718.703, Florida Statutes, is amended
 1083 to read:

1084 718.703 Definitions.—As used in this part, the term:

1085 (1) "Bulk assignee" means a person who is not a bulk buyer
 1086 and who:

1087 (a) Acquires more than seven condominium parcels in a
 1088 single condominium as set forth in s. 718.707; and

1089 (b) Receives an assignment of any of the developer rights,
 1090 other than or in addition to those rights described in
 1091 subsection (2), ~~some or all of the rights of the developer as~~
 1092 ~~set forth in the declaration of condominium or this chapter:~~ by

- 1093 | 1. By a written instrument recorded as part of or as an
 1094 | exhibit to the deed; ~~or as~~
 1095 | 2. By a separate instrument recorded in the public records
 1096 | of the county in which the condominium is located; or
 1097 | 3. Pursuant to a final judgment or certificate of title
 1098 | issued in favor of a purchaser at a foreclosure sale.

1099 |
 1100 | A mortgagee or its assignee may not be deemed a bulk assignee or
 1101 | a developer by reason of the acquisition of condominium units
 1102 | and receipt of an assignment of some or all of a developer
 1103 | rights unless the mortgagee or its assignee exercises any of the
 1104 | developer rights other than those described in subsection (2).

1105 | (2) "Bulk buyer" means a person who acquires more than
 1106 | seven condominium parcels in a single condominium as set forth
 1107 | in s. 718.707, but who does not receive an assignment of any
 1108 | developer rights, or receives only some or all of the following
 1109 | rights: other than

1110 | (a) The right to conduct sales, leasing, and marketing
 1111 | activities within the condominium;

1112 | (b) The right to be exempt from the payment of working
 1113 | capital contributions to the condominium association arising out
 1114 | of, or in connection with, the bulk buyer's acquisition of the a
 1115 | ~~bulk number of~~ units; and

1116 | (c) The right to be exempt from any rights of first
 1117 | refusal which may be held by the condominium association and
 1118 | would otherwise be applicable to subsequent transfers of title
 1119 | from the bulk buyer to a third party purchaser concerning one or
 1120 | more units.

1121 Section 10. Section 718.704, Florida Statutes, is amended
 1122 to read:

1123 718.704 Assignment and assumption of developer rights by
 1124 bulk assignee; bulk buyer.—

1125 (1) A bulk assignee is deemed to have assumed ~~assumes~~ and
 1126 is liable for all duties and responsibilities of the developer
 1127 under the declaration and this chapter upon its acquisition of
 1128 title to units and continuously thereafter, except that it is
 1129 not liable for:

1130 (a) Warranties of the developer under s. 718.203(1) or s.
 1131 718.618, except as expressly provided by the bulk assignee in a
 1132 prospectus or offering circular, or the contract for purchase
 1133 and sale executed with a purchaser, or for design, construction,
 1134 development, or repair work performed by or on behalf of the
 1135 ~~such~~ bulk assignee.†

1136 (b) The obligation to:

1137 1. Fund converter reserves under s. 718.618 for a unit
 1138 that was not acquired by the bulk assignee; or

1139 2. Provide implied ~~converter~~ warranties on any portion of
 1140 the condominium property except as expressly provided by the
 1141 bulk assignee in a prospectus or offering circular, or the
 1142 contract for purchase and sale executed with a purchaser, or for
 1143 ~~and pertaining to any~~ design, construction, development, or
 1144 repair work performed by or on behalf of the bulk assignee.†

1145 (c) The requirement to provide the association with a
 1146 cumulative audit of the association's finances from the date of
 1147 formation of the condominium association as required by s.
 1148 718.301(4)(c). However, the bulk assignee must provide an audit

1149 for the period during which the bulk assignee elects or appoints
 1150 a majority of the members of the board of administration.~~†~~

1151 (d) Any liability arising out of or in connection with
 1152 actions taken by the board of administration or the developer-
 1153 appointed directors before the bulk assignee elects or appoints
 1154 a majority of the members of the board of administration.~~†~~~~and~~

1155 (e) Any liability for or arising out of the developer's
 1156 failure to fund previous assessments or to resolve budgetary
 1157 deficits in relation to a developer's right to guarantee
 1158 assessments, except as otherwise provided in subsection (2).

1159
 1160 The bulk assignee is ~~also~~ responsible only for delivering
 1161 documents and materials in accordance with s. 718.705(3). A bulk
 1162 assignee may expressly assume some or all of the developer
 1163 obligations ~~of the developer~~ described in paragraphs (a)-(e).

1164 (2) A bulk assignee assigned the developer right ~~receiving~~
 1165 ~~the assignment of the rights of the developer~~ to guarantee the
 1166 level of assessments and fund budgetary deficits pursuant to s.
 1167 718.116 assumes and is liable for all obligations of the
 1168 developer with respect to such guarantee upon its acquisition of
 1169 title to the units and continuously thereafter, including any
 1170 applicable funding of reserves to the extent required by law,
 1171 for as long as the guarantee remains in effect. A bulk assignee
 1172 not receiving such assignment, or a bulk buyer, does not assume
 1173 and is not liable for the obligations of the developer with
 1174 respect to such guarantee, but is responsible for payment of
 1175 assessments due on or after acquisition of the units in the same
 1176 manner as all other owners of condominium parcels or as

1177 otherwise provided in s. 718.116.

1178 (3) A bulk buyer is liable for the duties and
 1179 responsibilities of a ~~the~~ developer under the declaration and
 1180 this chapter only to the extent that such ~~provided in this part,~~
 1181 ~~together with any other~~ duties or responsibilities are ~~of the~~
 1182 ~~developer~~ expressly assumed in writing by the bulk buyer.

1183 (4) An acquirer of condominium parcels is not a bulk
 1184 assignee or a bulk buyer if the transfer to such acquirer was
 1185 made:

1186 (a) Before the effective date of this part;

1187 (b) With the intent to hinder, delay, or defraud any
 1188 purchaser, unit owner, or the association;; ~~or if the acquirer~~
 1189 ~~is~~

1190 (c) By a person who would be considered an insider under
 1191 s. 726.102(7).

1192 (5) An assignment of developer rights to a bulk assignee
 1193 may be made by a ~~the~~ developer, a previous bulk assignee, a
 1194 mortgagee or assignee who has acquired title to the units and
 1195 received an assignment of rights, or a court acting on behalf of
 1196 the developer or the previous bulk assignee if such developer
 1197 rights are held by the predecessor in title to the bulk
 1198 assignee. At any particular time, there may not be ~~no~~ more than
 1199 one bulk assignee within a condominium; however, ~~but~~ there may
 1200 be more than one bulk buyer. If more than one acquirer of
 1201 condominium parcels in the same condominium receives an
 1202 assignment of developer rights in addition to those rights
 1203 described in s. 718.703(2) ~~from the same person,~~ the bulk
 1204 assignee is the acquirer whose instrument of assignment is

1205 recorded first in the public records of the county in which the
 1206 condominium is located, and any subsequent purported bulk
 1207 assignee may still qualify as a bulk buyer.

1208 Section 11. Subsections (1) and (3) of section 718.705,
 1209 Florida Statutes, are amended to read:

1210 718.705 Board of administration; transfer of control.—

1211 (1) If at the time the bulk assignee acquires title to the
 1212 units and receives an assignment of developer rights, the
 1213 developer has not relinquished control of the board of
 1214 administration, for purposes of determining the timing for
 1215 transfer of control of the board of administration of the
 1216 association ~~to unit owners other than the developer under s.~~
 1217 ~~718.301(1) (a) and (b), if a bulk assignee is entitled to elect a~~
 1218 ~~majority of the members of the board,~~ a condominium parcel
 1219 acquired by the bulk assignee is not deemed to be conveyed to a
 1220 purchaser, or owned by an owner other than the developer, until
 1221 the condominium parcel is conveyed to an owner who is not a bulk
 1222 assignee.

1223 (3) If a bulk assignee relinquishes control of the board
 1224 of administration as set forth in s. 718.301, the bulk assignee
 1225 must deliver all of those items required by s. 718.301(4).
 1226 However, the bulk assignee is not required to deliver items and
 1227 documents not in the possession of the bulk assignee if some
 1228 items were or should have been in existence before the bulk
 1229 assignee's acquisition of the units ~~during the period during~~
 1230 ~~which the bulk assignee was entitled to elect at least a~~
 1231 ~~majority of the members of the board of administration.~~ In
 1232 conjunction with the acquisition of units ~~condominium parcels,~~ a

1233 bulk assignee shall undertake a good faith effort to obtain the
 1234 documents and materials that must be provided to the association
 1235 pursuant to s. 718.301(4). If the bulk assignee is not able to
 1236 obtain ~~all of~~ such documents and materials, the bulk assignee
 1237 must certify in writing to the association the names or
 1238 descriptions of the documents and materials that were not
 1239 obtainable by the bulk assignee. Delivery of the certificate
 1240 relieves the bulk assignee of responsibility for delivering the
 1241 documents and materials referenced in the certificate as
 1242 otherwise required under ss. 718.112 and 718.301 and this part.
 1243 The responsibility of the bulk assignee for the audit required
 1244 by s. 718.301(4) commences as of the date on which the bulk
 1245 assignee elected or appointed a majority of the members of the
 1246 board of administration.

1247 Section 12. Section 718.706, Florida Statutes, is amended
 1248 to read:

1249 718.706 Specific provisions pertaining to offering of
 1250 units by a bulk assignee or bulk buyer.—

1251 (1) Before offering more than seven ~~any~~ units in a single
 1252 condominium for sale or for lease for a term exceeding 5 years,
 1253 a bulk assignee or a bulk buyer must file the following
 1254 documents with the division and provide such documents to a
 1255 prospective purchaser or tenant:

1256 (a) An updated prospectus or offering circular, or a
 1257 supplement to the prospectus or offering circular, filed by the
 1258 original developer prepared in accordance with s. 718.504, which
 1259 must include the form of contract for sale and for lease in
 1260 compliance with s. 718.503(2);

1261 (b) An updated Frequently Asked Questions and Answers
 1262 sheet;
 1263 (c) The executed escrow agreement if required under s.
 1264 718.202; and
 1265 (d) The financial information required by s. 718.111(13).
 1266 However, if a financial information report did ~~does~~ not exist
 1267 ~~for the fiscal year before the~~ acquisition of title by the bulk
 1268 assignee or bulk buyer, and if ~~or~~ accounting records that ~~cannot~~
 1269 ~~be obtained in good faith by the bulk assignee or the bulk buyer~~
 1270 ~~which would~~ permit preparation of the required financial
 1271 information report for that period cannot be obtained despite
 1272 good faith efforts by the bulk assignee or the bulk buyer, the
 1273 bulk assignee or bulk buyer is excused from the requirement of
 1274 this paragraph. However, the bulk assignee or bulk buyer must
 1275 include in the purchase contract the following statement in
 1276 conspicuous type:

1277
 1278 ALL OR A PORTION OF THE FINANCIAL INFORMATION REPORT
 1279 REQUIRED UNDER S. 718.111(13) FOR THE TIME PERIOD
 1280 BEFORE THE SELLER'S ACQUISITION OF THE UNIT
 1281 ~~IMMEDIATELY PRECEDING FISCAL YEAR OF THE ASSOCIATION~~
 1282 IS NOT AVAILABLE OR CANNOT BE OBTAINED DESPITE THE
 1283 GOOD FAITH EFFORTS OF ~~CREATED BY THE SELLER DUE TO THE~~
 1284 ~~INSUFFICIENT ACCOUNTING RECORDS OF THE ASSOCIATION.~~

1285
 1286 (2) Before offering more than seven ~~any~~ units in a single
 1287 condominium for sale or for lease for a term exceeding 5 years,
 1288 a bulk assignee or a bulk buyer must file with the division and

1289 provide to a prospective purchaser or tenant under a lease for a
 1290 term exceeding 5 years a disclosure statement that includes, but
 1291 is not limited to:

1292 (a) A description of any ~~rights~~ of the developer rights
 1293 that developer which have been assigned to the bulk assignee or
 1294 bulk buyer;

1295 (b) The following statement in conspicuous type:

1296
 1297 THE SELLER IS NOT OBLIGATED FOR ANY WARRANTIES OF THE
 1298 DEVELOPER UNDER S. 718.203(1) OR S. 718.618, AS
 1299 APPLICABLE, EXCEPT FOR DESIGN, CONSTRUCTION,
 1300 DEVELOPMENT, OR REPAIR WORK PERFORMED BY OR ON BEHALF
 1301 OF THE SELLER; and
 1302

1303 (c) If the condominium is a conversion subject to part VI,
 1304 the following statement in conspicuous type:

1305
 1306 THE SELLER HAS NO OBLIGATION TO FUND CONVERTER
 1307 RESERVES OR TO PROVIDE CONVERTER WARRANTIES UNDER S.
 1308 718.618 ON ANY PORTION OF THE CONDOMINIUM PROPERTY
 1309 EXCEPT AS ~~MAY BE~~ EXPRESSLY REQUIRED OF THE SELLER IN
 1310 THE CONTRACT FOR PURCHASE AND SALE EXECUTED BY THE
 1311 SELLER AND THE PREVIOUS DEVELOPER AND PERTAINING TO
 1312 ANY DESIGN, CONSTRUCTION, DEVELOPMENT, OR REPAIR WORK
 1313 PERFORMED BY OR ON BEHALF OF THE SELLER.
 1314

1315 (3) A bulk assignee, while ~~it is~~ in control of the board
 1316 of administration of the association, may not authorize, on

1317 behalf of the association:

1318 (a) The waiver of reserves or the reduction of funding of
 1319 the reserves pursuant to s. 718.112(2)(f)2., unless approved by
 1320 a majority of the voting interests not controlled by the
 1321 developer, bulk assignee, and bulk buyer; or

1322 (b) The use of reserve expenditures for other purposes
 1323 pursuant to s. 718.112(2)(f)3., unless approved by a majority of
 1324 the voting interests not controlled by the developer, bulk
 1325 assignee, and bulk buyer.

1326 (4) A bulk assignee or a bulk buyer must comply with ~~all~~
 1327 ~~the requirements of~~ s. 718.302 regarding any contracts entered
 1328 into by the association during the period the bulk assignee or
 1329 bulk buyer maintains control of the board of administration.
 1330 Unit owners shall be provided ~~afforded~~ all of the rights and ~~the~~
 1331 protections contained in s. 718.302 regarding agreements entered
 1332 into by the association which are under the control of ~~before~~
 1333 ~~unit owners other than~~ the developer, bulk assignee, or bulk
 1334 buyer ~~elected a majority of the board of administration.~~

1335 (5) Notwithstanding any other provision of this part, a
 1336 bulk assignee or a bulk buyer is not required to comply with the
 1337 filing or disclosure requirements of subsections (1) and (2) if
 1338 all of the units owned by the bulk assignee or bulk buyer are
 1339 offered and conveyed to a single purchaser in a single
 1340 transaction. ~~A bulk buyer must comply with the requirements~~
 1341 ~~contained in the declaration regarding any transfer of a unit,~~
 1342 ~~including sales, leases, and subleases. A bulk buyer is not~~
 1343 ~~entitled to any exemptions afforded a developer or successor~~
 1344 ~~developer under this chapter regarding the transfer of a unit,~~

1345 ~~including sales, leases, or subleases.~~

1346 Section 13. Section 718.707, Florida Statutes, is amended
1347 to read:

1348 718.707 Time limitation for classification as bulk
1349 assignee or bulk buyer.—A person acquiring condominium parcels
1350 may not be classified as a bulk assignee or bulk buyer unless
1351 the condominium parcels were acquired on or after July 1, 2010,
1352 but before July 1, 2012. The date of such acquisition shall be
1353 determined by the date of recording ~~of~~ a deed or other
1354 instrument of conveyance for such parcels in the public records
1355 of the county in which the condominium is located, or by the
1356 date of issuing ~~issuance of~~ a certificate of title in a
1357 foreclosure proceeding with respect to such condominium parcels.

1358 Section 14. Subsections (3), (4), and (10) of section
1359 719.108, Florida Statutes, is amended to read:

1360 719.108 Rents and assessments; liability; lien and
1361 priority; interest; collection; cooperative ownership.—

1362 (3) Rents and assessments, and installments on them, not
1363 paid when due bear interest at the rate provided in the
1364 cooperative documents from the date due until paid. This rate
1365 may not exceed the rate allowed by law, and, if a rate is not
1366 provided in the cooperative documents, ~~interest~~ accrues at 18
1367 percent per annum. If the cooperative documents or bylaws so
1368 provide, the association may charge an administrative late fee
1369 in addition to such interest, ~~in an amount~~ not to exceed the
1370 greater of \$25 or 5 percent of each installment of the
1371 assessment for each delinquent installment that the payment is
1372 late. Any payment received by an association must be applied

1373 first to any interest accrued by the association, then to any
 1374 administrative late fee, then to any costs and reasonable
 1375 attorney's fees incurred in collection, and then to the
 1376 delinquent assessment. The foregoing applies notwithstanding any
 1377 restrictive endorsement, designation, or instruction placed on
 1378 or accompanying a payment. A late fee is not subject to chapter
 1379 687 or s. 719.303(3).

1380 (4) The association has a lien on each cooperative parcel
 1381 for any unpaid rents and assessments, plus interest, and any
 1382 ~~authorized administrative late fees, and any reasonable costs~~
 1383 ~~for collection services for which the association has contracted~~
 1384 ~~against the unit owner of the cooperative parcel.~~ If authorized
 1385 by the cooperative documents, the lien also secures reasonable
 1386 attorney's fees incurred by the association incident to the
 1387 collection of the rents and assessments or enforcement of such
 1388 lien. The lien is effective from and after recording a claim of
 1389 lien in the public records in the county in which the
 1390 cooperative parcel is located which states the description of
 1391 the cooperative parcel, the name of the unit owner, the amount
 1392 due, and the due dates. The lien expires if a claim of lien is
 1393 not filed within 1 year after the date the assessment was due,
 1394 and the lien does not continue for longer than 1 year after the
 1395 claim of lien has been recorded unless, within that time, an
 1396 action to enforce the lien is commenced. Except as otherwise
 1397 provided in this chapter, a lien may not be filed by the
 1398 association against a cooperative parcel until 30 days after the
 1399 date on which a notice of intent to file a lien has been
 1400 delivered to the owner.

1401 (a) The notice must be sent to the unit owner at the
 1402 address of the unit by first-class United States mail and:
 1403 1. If the most recent address of the unit owner on the
 1404 records of the association is the address of the unit, the
 1405 notice must be sent by registered or certified mail, return
 1406 receipt requested, to the unit owner at the address of the unit.
 1407 2. If the most recent address of the unit owner on the
 1408 records of the association is in the United States, but is not
 1409 the address of the unit, the notice must be sent by registered
 1410 or certified mail, return receipt requested, to the unit owner
 1411 at his or her most recent address.
 1412 3. If the most recent address of the unit owner on the
 1413 records of the association is not in the United States, the
 1414 notice must be sent by first-class United States mail to the
 1415 unit owner at his or her most recent address.
 1416 (b) A notice that is sent pursuant to this subsection is
 1417 deemed delivered upon mailing.
 1418 (10) If the unit is occupied by a tenant and the unit
 1419 owner is delinquent in paying any monetary obligation due to the
 1420 association, the association may make a written demand that the
 1421 tenant pay rent to the association ~~the future monetary~~
 1422 ~~obligations related to the cooperative share to the association~~
 1423 and continue to the tenant must make such payments until all
 1424 monetary obligations of the unit owner related to the unit have
 1425 been paid in full to the association ~~payment. The demand is~~
 1426 ~~continuing in nature, and upon demand,~~ The tenant must pay the
 1427 monetary obligations to the association until the association
 1428 releases the tenant or the tenant discontinues tenancy in the

1429 unit. The association must mail written notice to the unit owner
 1430 of the association's demand that the tenant make payments to the
 1431 association. The association shall, upon request, provide the
 1432 tenant with written receipts for payments made. A tenant ~~who~~
 1433 ~~acts in good faith in response to a written demand from an~~
 1434 ~~association~~ is immune from any claim by ~~from~~ the unit owner
 1435 related to the rent once the association has made written
 1436 demand. Any payment received from a tenant by the association
 1437 must be applied to the unit owner's oldest delinquent monetary
 1438 obligation.

1439 (a) If the tenant paid ~~prepaid~~ rent to the unit owner for
 1440 a given rental period before receiving the demand from the
 1441 association and provides written evidence of prepaying ~~paying~~
 1442 the rent to the association within 14 days after receiving the
 1443 demand, the tenant shall receive credit for the prepaid rent for
 1444 the applicable period but ~~and~~ must make any subsequent rental
 1445 payments to the association to be credited against the monetary
 1446 obligations of the unit owner ~~to the association.~~

1447 (b) The tenant is not liable for increases in the amount
 1448 of the regular monetary obligations due unless the tenant was
 1449 notified in writing of the increase at least 10 days before the
 1450 date on which the rent is due. The liability of the tenant may
 1451 not exceed the amount due from the tenant to the tenant's
 1452 landlord. The tenant's landlord shall provide the tenant a
 1453 credit against rents due to the unit owner in the amount of
 1454 moneys paid to the association ~~under this section.~~

1455 (c) The association may issue notices under s. 83.56 and
 1456 may sue for eviction under ss. 83.59-83.625 as if the

1457 association were a landlord under part II of chapter 83 if the
 1458 tenant fails to pay a required payment. However, the association
 1459 is not otherwise considered a landlord under chapter 83 and
 1460 specifically has no obligations ~~duties~~ under s. 83.51.

1461 (d) The tenant does not, by virtue of payment of monetary
 1462 obligations, have any of the rights of a unit owner to vote in
 1463 any election or to examine the books and records of the
 1464 association.

1465 (e) A court may supersede the effect of this subsection by
 1466 appointing a receiver.

1467 Section 15. Subsection (3) of section 719.303, Florida
 1468 Statutes, is amended, and subsections (4), (5), and (6) are
 1469 added to that section, to read:

1470 719.303 Obligations of owners.—

1471 (3) ~~If the cooperative documents so provide,~~ The
 1472 association may levy reasonable fines ~~against a unit owner~~ for
 1473 failure of the unit owner or the unit's occupant, ~~his or her~~
 1474 licensee, or invitee ~~or the unit's occupant~~ to comply with any
 1475 provision of the cooperative documents or reasonable rules of
 1476 the association. A fine may not ~~No fine shall~~ become a lien
 1477 against a unit. ~~No fine shall exceed \$100 per violation.~~
 1478 ~~However,~~ A fine may be levied on the basis of each day of a
 1479 continuing violation, with a single notice and opportunity for
 1480 hearing. However, the fine may not exceed \$100 per violation, or
 1481 \$1,000 ~~provided that no such fine shall in the aggregate exceed~~
 1482 \$1,000.

1483 (a) An association may suspend, for a reasonable period of
 1484 time, the right of a unit owner, or a unit owner's tenant,

1485 guest, or invitee, to use the common elements, common
 1486 facilities, or any other association property for failure to
 1487 comply with any provision of the cooperative documents or
 1488 reasonable rules of the association.

1489 (b) A ~~No~~ fine or suspension may not be imposed levied
 1490 except after giving reasonable notice and opportunity for a
 1491 hearing to the unit owner and, if applicable, the unit's ~~his or~~
 1492 ~~her~~ licensee or invitee. The hearing ~~must shall~~ be held before a
 1493 committee of other unit owners. If the committee does not agree
 1494 with the fine or suspension, it may ~~shall~~ not be imposed levied.
 1495 ~~This subsection does not apply to unoccupied units.~~

1496 (4) If a unit owner is more than 90 days delinquent in
 1497 paying a monetary obligation due to the association, the
 1498 association may suspend the right of the unit owner or the
 1499 unit's occupant, licensee, or invitee to use common elements,
 1500 common facilities, or any other association property until the
 1501 monetary obligation is paid in full. This subsection does not
 1502 apply to limited common elements intended to be used only by
 1503 that unit, common elements needed to access the unit, utility
 1504 services provided to the unit, parking spaces, or elevators. The
 1505 notice and hearing requirements under subsection (3) do not
 1506 apply to suspensions imposed under this subsection.

1507 (5) An association may suspend the voting rights of a
 1508 member due to nonpayment of any monetary obligation due to the
 1509 association which is more than 90 days delinquent. The
 1510 suspension ends upon full payment of all obligations currently
 1511 due or overdue the association. The notice and hearing
 1512 requirements under subsection (3) do not apply to a suspension

1513 imposed under this subsection.

1514 (6) All suspensions imposed pursuant to subsection (4) or
 1515 subsection (5) must be approved at a properly noticed board
 1516 meeting. Upon approval, the association must notify the unit
 1517 owner and, if applicable, the unit's occupant, licensee, or
 1518 invitee by mail or hand delivery.

1519 Section 16. Subsection (4) of section 720.301, Florida
 1520 Statutes, is amended to read:

1521 720.301 Definitions.—As used in this chapter, the term:

1522 (4) "Declaration of covenants," or "declaration," means a
 1523 recorded written instrument or instruments in the nature of
 1524 covenants running with the land which subject ~~subjects~~ the land
 1525 comprising the community to the jurisdiction and control of an
 1526 association or associations in which the owners of the parcels,
 1527 or their association representatives, must be members.

1528 Section 17. Paragraph (c) of subsection (5) of section
 1529 720.303, Florida Statutes, is amended to read:

1530 720.303 Association powers and duties; meetings of board;
 1531 official records; budgets; financial reporting; association
 1532 funds; recalls.—

1533 (5) INSPECTION AND COPYING OF RECORDS.—The official
 1534 records shall be maintained within the state and must be open to
 1535 inspection and available for photocopying by members or their
 1536 authorized agents at reasonable times and places within 10
 1537 business days after receipt of a written request for access.
 1538 This subsection may be complied with by having a copy of the
 1539 official records available for inspection or copying in the
 1540 community. If the association has a photocopy machine available

1541 | where the records are maintained, it must provide parcel owners
 1542 | with copies on request during the inspection if the entire
 1543 | request is limited to no more than 25 pages.

1544 | (c) The association may adopt reasonable written rules
 1545 | governing the frequency, time, location, notice, records to be
 1546 | inspected, and manner of inspections, but may not require a
 1547 | parcel owner to demonstrate any proper purpose for the
 1548 | inspection, state any reason for the inspection, or limit a
 1549 | parcel owner's right to inspect records to less than one 8-hour
 1550 | business day per month. The association may impose fees to cover
 1551 | the costs of providing copies of the official records,
 1552 | including, without limitation, the costs of copying. The
 1553 | association may charge up to 50 cents per page for copies made
 1554 | on the association's photocopier. If the association does not
 1555 | have a photocopy machine available where the records are kept,
 1556 | or if the records requested to be copied exceed 25 pages in
 1557 | length, the association may have copies made by an outside
 1558 | vendor or association management company personnel and may
 1559 | charge the actual cost of copying, including any reasonable
 1560 | costs involving personnel fees and charges at an hourly rate for
 1561 | vendor or employee time to cover administrative costs to the
 1562 | vendor or association. The association shall maintain an
 1563 | adequate number of copies of the recorded governing documents,
 1564 | to ensure their availability to members and prospective members.
 1565 | Notwithstanding this paragraph, the following records are not
 1566 | accessible to members or parcel owners:

- 1567 | 1. Any record protected by the lawyer-client privilege as
 1568 | described in s. 90.502 and any record protected by the work-

1569 product privilege, including, but not limited to, a ~~any~~ record
 1570 prepared by an association attorney or prepared at the
 1571 attorney's express direction which reflects a mental impression,
 1572 conclusion, litigation strategy, or legal theory of the attorney
 1573 or the association and which was prepared exclusively for civil
 1574 or criminal litigation or for adversarial administrative
 1575 proceedings or which was prepared in anticipation of such
 1576 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~
 1577 ~~administrative~~ proceedings until the conclusion of the
 1578 litigation or ~~administrative~~ proceedings.

1579 2. Information obtained by an association in connection
 1580 with the approval of the lease, sale, or other transfer of a
 1581 parcel.

1582 3. Personnel records of the association's employees,
 1583 including, but not limited to, disciplinary, payroll, health,
 1584 and insurance records. For purposes of this paragraph, the term
 1585 "personnel records" does not include written employment
 1586 agreements with an association employee or budgetary or
 1587 financial records that indicate the compensation paid to an
 1588 association employee.

1589 4. Medical records of parcel owners or community
 1590 residents.

1591 5. Social security numbers, driver's license numbers,
 1592 credit card numbers, electronic mailing addresses, telephone
 1593 numbers, facsimile numbers, emergency contact information, any
 1594 addresses for a parcel owner other than as provided for
 1595 association notice requirements, and other personal identifying
 1596 information of any person, excluding the person's name, parcel

1597 designation, mailing address, and property address. However, an
 1598 owner may consent in writing to the disclosure of protected
 1599 information described in this subparagraph. The association is
 1600 not liable for the disclosure of information that is protected
 1601 under this subparagraph if the information is included in an
 1602 official record of the association and is voluntarily provided
 1603 by an owner and not requested by the association.

1604 6. Any electronic security measure that is used by the
 1605 association to safeguard data, including passwords.

1606 7. The software and operating system used by the
 1607 association which allows the manipulation of data, even if the
 1608 owner owns a copy of the same software used by the association.
 1609 The data is part of the official records of the association.

1610 Section 18. Subsections (2) and (3) of section 720.305,
 1611 Florida Statutes, are amended and renumbered as subsections (3)
 1612 and (4), respectively, and subsection (5) is added to that
 1613 section, to read:

1614 720.305 Obligations of members; remedies at law or in
 1615 equity; levy of fines and suspension of use rights.-

1616 (2) The association ~~If a member is delinquent for more~~
 1617 ~~than 90 days in paying a monetary obligation due the~~
 1618 ~~association, an association may suspend, until such monetary~~
 1619 ~~obligation is paid, the rights of a member or a member's~~
 1620 ~~tenants, guests, or invitees, or both, to use common areas and~~
 1621 ~~facilities and may levy reasonable fines of up to \$100 per~~
 1622 ~~violation, against any member or any member's tenant, guest, or~~
 1623 ~~invitee~~ for the failure of the owner of the parcel, or its
 1624 occupant, licensee, or invitee, to comply with any provision of

1625 the declaration, the association bylaws, or reasonable rules of
 1626 the association. A fine may be levied for each day of a
 1627 continuing violation, with a single notice and opportunity for
 1628 hearing, except that the a fine may not exceed \$1,000 in the
 1629 aggregate unless otherwise provided in the governing documents.
 1630 A fine of less than \$1,000 may not become a lien against a
 1631 parcel. In any action to recover a fine, the prevailing party is
 1632 entitled to ~~collect its~~ reasonable attorney's fees and costs
 1633 from the nonprevailing party as determined by the court.

1634 (a) An association may suspend, for a reasonable period of
 1635 time, the right of a member, or a member's tenant, guest, or
 1636 invitee, to use common areas and facilities for the failure of
 1637 the owner of the parcel, or its occupant, licensee, or invitee,
 1638 to comply with any provision of the declaration, the association
 1639 bylaws, or reasonable rules of the association. ~~The provisions~~
 1640 ~~regarding the suspension of use rights do not apply to the~~
 1641 ~~portion of common areas that must be used to provide access to~~
 1642 ~~the parcel or utility services provided to the parcel.~~

1643 (b) ~~(a)~~ A fine or suspension may not be imposed without at
 1644 least 14 days' notice to the person sought to be fined or
 1645 suspended and an opportunity for a hearing before a committee of
 1646 at least three members appointed by the board who are not
 1647 officers, directors, or employees of the association, or the
 1648 spouse, parent, child, brother, or sister of an officer,
 1649 director, or employee. If the committee, by majority vote, does
 1650 not approve a proposed fine or suspension, it may not be
 1651 imposed. If the association imposes a fine or suspension, the
 1652 association must provide written notice of such fine or

1653 suspension by mail or hand delivery to the parcel owner and, if
 1654 applicable, to any tenant, licensee, or invitee of the parcel
 1655 owner.

1656 (3) If a member is more than 90 days delinquent in paying
 1657 a monetary obligation due to the association, the association
 1658 may suspend the right of the member, or the member's tenant,
 1659 guest, or invitee, to use common areas and facilities until the
 1660 monetary obligation is paid in full. The subsection does not
 1661 apply to that portion of common areas used to provide access to
 1662 the parcel or to provide utility services provided to the
 1663 parcel.

1664 ~~(b)~~ Suspension does ~~of common area use rights do~~ not
 1665 impair the right of an owner or tenant of a parcel to have
 1666 vehicular and pedestrian ingress to and egress from the parcel,
 1667 including, but not limited to, the right to park. The notice and
 1668 hearing requirements under subsection (2) do not apply to a
 1669 suspension imposed under this subsection.

1670 ~~(4)-(3)~~ ~~If the governing documents so provide,~~ An
 1671 association may suspend the voting rights of a member for the
 1672 nonpayment of any monetary obligation that is more than regular
 1673 ~~annual assessments that are delinquent in excess of 90 days~~
 1674 delinquent. The notice and hearing requirements under subsection
 1675 (2) do not apply to a suspension imposed under this subsection.
 1676 The suspension ends upon full payment of all obligations
 1677 currently due or overdue to the association.

1678 (5) All suspensions imposed pursuant to subsection (3) or
 1679 subsection (4) must be approved at a properly noticed board
 1680 meeting. Upon approval, the association must notify the parcel

1681 owner and, if applicable, the parcel's occupant, licensee, or
 1682 invitee by mail or hand delivery.

1683 Section 19. Subsection (9) of section 720.306, Florida
 1684 Statutes, is amended to read:

1685 720.306 Meetings of members; voting and election
 1686 procedures; amendments.—

1687 (9) (a) ELECTIONS AND BOARD VACANCIES.— Elections of
 1688 directors must be conducted in accordance with the procedures
 1689 set forth in the governing documents of the association. All
 1690 members of the association are eligible to serve on the board of
 1691 directors, and a member may nominate himself or herself as a
 1692 candidate for the board at a meeting where the election is to be
 1693 held or, if the election process allows voting by absentee
 1694 ballot, in advance of the balloting. Except as otherwise
 1695 provided in the governing documents, boards of directors must be
 1696 elected by a plurality of the votes cast by eligible voters.

1697 (b) A person who is delinquent in the payment of any fee,
 1698 fine, or other monetary obligation to the association for more
 1699 than 90 days is not eligible for board membership. A person who
 1700 has been convicted of any felony in this state or in a United
 1701 States District or Territorial Court, or has been convicted of
 1702 any offense in another jurisdiction which would be considered a
 1703 felony if committed in this state, is not eligible for board
 1704 membership unless such felon's civil rights have been restored
 1705 for at least 5 years as of the date on which such person seeks
 1706 election to the board. The validity of any action by the board
 1707 is not affected if it is later determined that a member of the
 1708 board is ineligible for board membership.

1709 (c) Any election dispute between a member and an
 1710 association must be submitted to mandatory binding arbitration
 1711 with the division. Such proceedings must be conducted in the
 1712 manner provided by s. 718.1255 and the procedural rules adopted
 1713 by the division. Unless otherwise provided in the bylaws, any
 1714 vacancy occurring on the board before the expiration of a term
 1715 may be filled by an affirmative vote of the majority of the
 1716 remaining directors, even if the remaining directors constitute
 1717 less than a quorum, or by the sole remaining director. In the
 1718 alternative, a board may hold an election to fill the vacancy,
 1719 in which case the election procedures must conform to the
 1720 requirements of the governing documents. Unless otherwise
 1721 provided in the bylaws, a board member appointed or elected
 1722 under this section is appointed for the unexpired term of the
 1723 seat being filled. Filling vacancies created by recall is
 1724 governed by s. 720.303(10) and rules adopted by the division.

1725 Section 20. Paragraph (a) of subsection (1) and
 1726 subsections (3) and (8) of section 720.3085, Florida Statutes,
 1727 are amended to read:

1728 720.3085 Payment for assessments; lien claims.—

1729 (1) When authorized by the governing documents, the
 1730 association has a lien on each parcel to secure the payment of
 1731 assessments and other amounts provided for by this section.
 1732 Except as otherwise set forth in this section, the lien is
 1733 effective from and shall relate back to the date on which the
 1734 original declaration of the community was recorded. However, as
 1735 to first mortgages of record, the lien is effective from and
 1736 after recording of a claim of lien in the public records of the

1737 county in which the parcel is located. This subsection does not
 1738 bestow upon any lien, mortgage, or certified judgment of record
 1739 on July 1, 2008, including the lien for unpaid assessments
 1740 created in this section, a priority that, by law, the lien,
 1741 mortgage, or judgment did not have before July 1, 2008.

1742 (a) To be valid, a claim of lien must state the
 1743 description of the parcel, the name of the record owner, the
 1744 name and address of the association, the assessment amount due,
 1745 and the due date. The claim of lien secures ~~shall secure~~ all
 1746 unpaid assessments that are due and that may accrue subsequent
 1747 to the recording of the claim of lien and before entry of a
 1748 certificate of title, as well as interest, late charges, and
 1749 reasonable costs and attorney's fees incurred by the association
 1750 incident to the collection process. The person making ~~the~~
 1751 payment is entitled to a satisfaction of the lien upon payment
 1752 in full.

1753 (3) Assessments and installments on assessments that are
 1754 not paid when due bear interest from the due date until paid at
 1755 the rate provided in the declaration of covenants or the bylaws
 1756 of the association, which rate may not exceed the rate allowed
 1757 by law. If no rate is provided in the declaration or bylaws,
 1758 interest accrues at the rate of 18 percent per year.

1759 (a) If the declaration or bylaws so provide, the
 1760 association may also charge an administrative late fee ~~in an~~
 1761 ~~amount~~ not to exceed the greater of \$25 or 5 percent of the
 1762 amount of each installment that is paid past the due date.

1763 (b) Any payment received by an association and accepted
 1764 shall be applied first to any interest accrued, then to any

1765 administrative late fee, then to any costs and reasonable
 1766 attorney's fees incurred in collection, and then to the
 1767 delinquent assessment. This paragraph applies notwithstanding
 1768 any restrictive endorsement, designation, or instruction placed
 1769 on or accompanying a payment. A late fee is not subject to the
 1770 provisions of chapter 687 and is not a fine.

1771 (8) If the parcel is occupied by a tenant and the parcel
 1772 owner is delinquent in paying any monetary obligation due to the
 1773 association, the association may demand that the tenant pay rent
 1774 to the association and continue to make such payments until all
 1775 the monetary obligations of the parcel owner related to the
 1776 parcel have been paid in full and ~~the future monetary~~
 1777 ~~obligations related to the parcel. The demand is continuing in~~
 1778 ~~nature, and upon demand, the tenant must continue to pay the~~
 1779 ~~monetary obligations until~~ the association releases the tenant
 1780 or until the tenant discontinues tenancy in the parcel. A tenant
 1781 ~~who acts in good faith in response to a written demand from an~~
 1782 ~~association~~ is immune from any claim by ~~from~~ the parcel owner
 1783 related to the rent once the association has made written
 1784 demand. Any payment received from a tenant by the association
 1785 must be applied to the parcel owner's oldest delinquent monetary
 1786 obligation.

1787 (a) If the tenant paid ~~prepaid~~ rent to the parcel owner
 1788 for a given rental period before receiving the demand from the
 1789 association and provides written evidence of prepaying ~~paying~~
 1790 the rent to the association within 14 days after receiving the
 1791 demand, the tenant shall receive credit for the prepaid rent for
 1792 the applicable period but ~~and~~ must make any subsequent rental

1793 | payments to the association to be credited against the monetary
 1794 | obligations of the parcel owner to the association. The
 1795 | association shall, upon request, provide the tenant with written
 1796 | receipts for payments made. The association shall mail written
 1797 | notice to the parcel owner of the association's demand that the
 1798 | tenant pay monetary obligations to the association.

1799 | (b) The tenant is not liable for increases in the amount
 1800 | of the monetary obligations due unless the tenant was notified
 1801 | in writing of the increase at least 10 days before the date on
 1802 | which the rent is due. The liability of the tenant may not
 1803 | exceed the amount due from the tenant to the tenant's landlord.
 1804 | The tenant shall be given a credit against rents due to the
 1805 | parcel owner in the amount of assessments paid to the
 1806 | association.

1807 | (c) The association may issue notices under s. 83.56 and
 1808 | may sue for eviction under ss. 83.59-83.625 as if the
 1809 | association were a landlord under part II of chapter 83 if the
 1810 | tenant fails to pay a monetary obligation. However, the
 1811 | association is not otherwise considered a landlord under chapter
 1812 | 83 and specifically has no obligations ~~duties~~ under s. 83.51.

1813 | (d) The tenant does not, by virtue of payment of monetary
 1814 | obligations, have any of the rights of a parcel owner to vote in
 1815 | any election or to examine the books and records of the
 1816 | association.

1817 | (e) A court may supersede the effect of this subsection by
 1818 | appointing a receiver.

1819 | Section 21. Section 720.309, Florida Statutes, is amended
 1820 | to read:

1821 720.309 Agreements entered into by the association.-

1822 (1) Any grant or reservation made by any document, and any
 1823 contract that has ~~with~~ a term greater than ~~in excess of~~ 10
 1824 years, that is made by an association before control of the
 1825 association is turned over to the members other than the
 1826 developer, and that provides ~~which provide~~ for the operation,
 1827 maintenance, or management of the association or common areas,
 1828 must be fair and reasonable.

1829 (2) If the governing documents provide for the cost of
 1830 communication services as defined in s. 202.11, information
 1831 services or Internet services obtained pursuant to a bulk
 1832 contract shall be deemed an operating expense of the
 1833 association. If the governing documents do not provide for such
 1834 services, the board may contract for the services, and the cost
 1835 shall be deemed an operating expense of the association but must
 1836 be allocated on a per-parcel basis rather than a percentage
 1837 basis, notwithstanding that the governing documents provide for
 1838 other than an equal sharing of operating expenses. Any contract
 1839 entered into before July 1, 2011, in which the cost of the
 1840 service is not equally divided among all parcel owners may be
 1841 changed by a majority of the voting interests present at a
 1842 regular or special meeting of the association in order to
 1843 allocate the cost equally among all parcels.

1844 (a) Any contract entered into may be canceled by a
 1845 majority of the voting interests present at the next regular or
 1846 special meeting of the association, whichever occurs first. Any
 1847 member may make a motion to cancel such contract, but if no
 1848 motion is made or if such motion fails to obtain the required

1849 vote, the contract shall be deemed ratified for the term
 1850 expressed therein.

1851 (b) Any contract entered into must provide, and shall be
 1852 deemed to provide if not expressly set forth therein, that a
 1853 hearing-impaired or legally blind parcel owner who does not
 1854 occupy the parcel along with a nonhearing-impaired or sighted
 1855 person, or a parcel owner who receives supplemental security
 1856 income under Title XVI of the Social Security Act or food stamps
 1857 as administered by the Department of Children and Family
 1858 Services pursuant to s. 414.31, may discontinue the service
 1859 without incurring disconnect fees, penalties, or subsequent
 1860 service charges, and may not be required to pay any operating
 1861 expenses charge related to such service for those parcels. If
 1862 fewer than all parcel owners share the expenses of the
 1863 communication services, information services, or Internet
 1864 services, the expense must be shared by all participating parcel
 1865 owners. The association may use the provisions of s. 720.3085 to
 1866 enforce payment by the parcel owners receiving such services.

1867 (c) A resident of any parcel, whether a tenant or parcel
 1868 owner, may not be denied access to available franchised,
 1869 licensed, or certificated cable or video service providers if
 1870 the resident pays the provider directly for services. A resident
 1871 or a cable or video service provider may not be required to pay
 1872 anything of value in order to obtain or provide such service
 1873 except for the charges normally paid for like services by
 1874 residents of single-family homes located outside the community
 1875 but within the same franchised, licensed, or certificated area,
 1876 and except for installation charges agreed to between the

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1877 | resident and the service provider.

1878 | Section 22. This act shall take effect July 1, 2011.