

1 A bill to be entitled
 2 An act relating to estoppel certificates; amending s.
 3 468.436, F.S.; making a technical change; amending ss.
 4 718.116, 719.108, and 720.30851, F.S.; requiring a
 5 community association to annually establish the
 6 authority to charge a fee for an estoppel certificate;
 7 limiting fees or charges for an estoppel certificate
 8 to those specified by law; providing that the fee for
 9 the preparation and delivery of an estoppel
 10 certificate be paid from closing or settlement
 11 proceeds in certain circumstances; providing an
 12 effective date.

13
 14 Be It Enacted by the Legislature of the State of Florida:

15
 16 Section 1. Paragraph (b) of subsection (2) of section
 17 468.436, Florida Statutes, is amended to read:

18 468.436 Disciplinary proceedings.—

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

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

22 2. Violation of any lawful order or rule rendered or
 23 adopted by the department or the council.

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

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

29 5. Committing acts of gross misconduct or gross negligence
 30 in connection with the profession.

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

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

38 Section 2. Subsection (8) of section 718.116, Florida
 39 Statutes, is amended to read:

40 718.116 Assessments; liability; lien and priority;
 41 interest; collection.—

42 (8) Within 10 business days after receiving a written or
 43 electronic request therefor from a unit owner or the unit
 44 owner's designee, or a unit mortgagee or the unit mortgagee's
 45 designee, the association shall issue the estoppel certificate.
 46 Each association shall designate on its website a person or
 47 entity with a street or e-mail address for receipt of a request
 48 for an estoppel certificate issued pursuant to this section. The
 49 estoppel certificate must be provided by hand delivery, regular
 50 mail, or e-mail to the requestor on the date of issuance of the

51 estoppel certificate.

52 (a) An estoppel certificate may be completed by any board
 53 member, authorized agent, or authorized representative of the
 54 association, including any authorized agent, authorized
 55 representative, or employee of a management company authorized
 56 to complete this form on behalf of the board or association. The
 57 estoppel certificate must contain all of the following
 58 information and must be substantially in the following form:

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

72
 73 ASSESSMENT INFORMATION:

- 74
- 75 a. The regular periodic assessment levied against the unit

76 | is \$.... per ...(insert frequency of payment)....

77 | b. The regular periodic assessment is paid through
78 | ...(insert date paid through)....

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

81 | d. An itemized list of all assessments, special
82 | assessments, and other moneys owed on the date of issuance to
83 | the association by the unit owner for a specific unit is
84 | provided.

85 | e. An itemized list of any additional assessments, special
86 | assessments, and other moneys that are scheduled to become due
87 | for each day after the date of issuance for the effective period
88 | of the estoppel certificate is provided. In calculating the
89 | amounts that are scheduled to become due, the association may
90 | assume that any delinquent amounts will remain delinquent during
91 | the effective period of the estoppel certificate.

92 |
93 | OTHER INFORMATION:

94 |
95 | f. Is there a capital contribution fee, resale fee,
96 | transfer fee, or other fee due?(Yes)(No). If yes,
97 | specify the type and the amount of the fee.

98 | g. Is there any open violation of rule or regulation
99 | noticed to the unit owner in the association official records?
100 |(Yes)(No).

101 h. Do the rules and regulations of the association
 102 applicable to the unit require approval by the board of
 103 directors of the association for the transfer of the unit?
 104(Yes)(No). If yes, has the board approved the transfer
 105 of the unit?(Yes)(No).

106 i. Is there a right of first refusal provided to the
 107 members or the association?(Yes)(No). If yes, have
 108 the members or the association exercised that right of first
 109 refusal?(Yes)(No).

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

112 k. Provide contact information for all insurance
 113 maintained by the association.

114 l. Provide the signature of an officer or authorized agent
 115 of the association.

116
 117 The association, at its option, may include additional
 118 information in the estoppel certificate.

119 (b) An estoppel certificate that is hand delivered or sent
 120 by electronic means has a 30-day effective period. An estoppel
 121 certificate that is sent by regular mail has a 35-day effective
 122 period. If additional information or a mistake related to the
 123 estoppel certificate becomes known to the association within the
 124 effective period, an amended estoppel certificate may be
 125 delivered and becomes effective if a sale or refinancing of the

126 unit has not been completed during the effective period. A fee
127 may not be charged for an amended estoppel certificate. An
128 amended estoppel certificate must be delivered on the date of
129 issuance, and a new 30-day or 35-day effective period begins on
130 such date.

131 (c) An association waives the right to collect any moneys
132 owed in excess of the amounts specified in the estoppel
133 certificate from any person who in good faith relies upon the
134 estoppel certificate and from the person's successors and
135 assigns.

136 (d) If an association receives a request for an estoppel
137 certificate from a unit owner or the unit owner's designee, or a
138 unit mortgagee or the unit mortgagee's designee, and fails to
139 deliver the estoppel certificate within 10 business days, a fee
140 may not be charged for the preparation and delivery of that
141 estoppel certificate.

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

146 (f) Notwithstanding any limitation on transfer fees
147 contained in s. 718.112(2)(k), an association or its authorized
148 agent may charge a reasonable fee for the preparation and
149 delivery of an estoppel certificate, which may not exceed \$250,
150 if, on the date the certificate is issued, no delinquent amounts

151 are owed to the association for the applicable unit. If an
 152 estoppel certificate is requested on an expedited basis and
 153 delivered within 3 business days after the request, the
 154 association may charge an additional fee of \$100. If a
 155 delinquent amount is owed to the association for the applicable
 156 unit, an additional fee for the estoppel certificate may not
 157 exceed \$150.

158 (g) If estoppel certificates for multiple units owned by
 159 the same owner are simultaneously requested from the same
 160 association and there are no past due monetary obligations owed
 161 to the association, the statement of moneys due for those units
 162 may be delivered in one or more estoppel certificates, and, even
 163 though the fee for each unit shall be computed as set forth in
 164 paragraph (f), the total fee that the association may charge for
 165 the preparation and delivery of the estoppel certificates may
 166 not exceed, in the aggregate:

- 167 1. For 25 or fewer units, \$750.
- 168 2. For 26 to 50 units, \$1,000.
- 169 3. For 51 to 100 units, \$1,500.
- 170 4. For more than 100 units, \$2,500.

171 (h) The authority to charge a fee for the preparation and
 172 delivery of the estoppel certificate must be established
 173 annually by a written resolution adopted by the board or
 174 provided by a written management, bookkeeping, or maintenance
 175 contract ~~and is payable upon the preparation of the certificate.~~

176 ~~If the certificate is requested in conjunction with the sale or~~
177 ~~mortgage of a unit but the closing does not occur and no later~~
178 ~~than 30 days after the closing date for which the certificate~~
179 ~~was sought the preparer receives a written request, accompanied~~
180 ~~by reasonable documentation, that the sale did not occur from a~~
181 ~~payor that is not the unit owner, the fee shall be refunded to~~
182 ~~that payor within 30 days after receipt of the request. The~~
183 ~~refund is the obligation of the unit owner, and the association~~
184 ~~may collect it from that owner in the same manner as an~~
185 ~~assessment as provided in this section. The right to~~
186 ~~reimbursement may not be waived or modified by any contract or~~
187 ~~agreement. The prevailing party in any action brought to enforce~~
188 ~~a right of reimbursement shall be awarded damages and all~~
189 ~~applicable attorney fees and costs.~~

190 (i) An association may not directly or indirectly charge
191 any fee for an estoppel certificate other than those expressly
192 authorized by this section. Unauthorized fees or charges,
193 whether described as a convenience fee, archive fee, service
194 fee, processing fee, delivery fee, credit card fee,
195 certification fee, third-party fee, or any other fee or charge,
196 are void and may be ignored by the requestor of the certificate.

197 (j) If an estoppel certificate is requested in conjunction
198 with the sale or refinancing of a unit, the fee for the
199 preparation and delivery of the estoppel certificate shall be
200 paid to the association from the closing or settlement proceeds.

201 If the closing does not occur, the fee for the preparation and
 202 delivery of the estoppel certificate is payable by the unit
 203 owner upon the expiration of the 30-day or 35-day effective
 204 period of the certificate. The association may collect the fee
 205 in the same manner as an assessment against the unit.

206 (k) The fees specified in this subsection shall be
 207 adjusted every 5 years in an amount equal to the total of the
 208 annual increases for that 5-year period in the Consumer Price
 209 Index for All Urban Consumers, U.S. City Average, All Items. The
 210 Department of Business and Professional Regulation shall
 211 periodically calculate the fees, rounded to the nearest dollar,
 212 and publish the amounts, as adjusted, on its website.

213 Section 3. Subsection (6) of section 719.108, Florida
 214 Statutes, is amended to read:

215 719.108 Rents and assessments; liability; lien and
 216 priority; interest; collection; cooperative ownership.—

217 (6) Within 10 business days after receiving a written or
 218 electronic request for an estoppel certificate from a unit owner
 219 or the unit owner's designee, or a unit mortgagee or the unit
 220 mortgagee's designee, the association shall issue the estoppel
 221 certificate. Each association shall designate on its website a
 222 person or entity with a street or e-mail address for receipt of
 223 a request for an estoppel certificate issued pursuant to this
 224 section. The estoppel certificate must be provided by hand
 225 delivery, regular mail, or e-mail to the requestor on the date

226 of issuance of the estoppel certificate.

227 (a) An estoppel certificate may be completed by any board
 228 member, authorized agent, or authorized representative of the
 229 association, including any authorized agent, authorized
 230 representative, or employee of a management company authorized
 231 to complete this form on behalf of the board or association. The
 232 estoppel certificate must contain all of the following
 233 information and must be substantially in the following form:

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

247
 248 ASSESSMENT INFORMATION:

249
 250 a. The regular periodic assessment levied against the unit

251 is \$.... per ...(insert frequency of payment)....

252 b. The regular periodic assessment is paid through
 253 ...(insert date paid through)....

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

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

259 e. An itemized list of any additional assessments, special
 260 assessments, and other moneys that are scheduled to become due
 261 for each day after the date of issuance for the effective period
 262 of the estoppel certificate is provided. In calculating the
 263 amounts that are scheduled to become due, the association may
 264 assume that any delinquent amounts will remain delinquent during
 265 the effective period of the estoppel certificate.

266
 267 OTHER INFORMATION:
 268

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

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

275 h. Do the rules and regulations of the association

276 applicable to the unit require approval by the board of
 277 directors of the association for the transfer of the unit?
 278(Yes)(No). If yes, has the board approved the transfer
 279 of the unit?(Yes)(No).

280 i. Is there a right of first refusal provided to the
 281 members or the association?(Yes)(No). If yes, have
 282 the members or the association exercised that right of first
 283 refusal?(Yes)(No).

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

286 k. Provide contact information for all insurance
 287 maintained by the association.

288 l. Provide the signature of an officer or authorized agent
 289 of the association.

290

291 The association, at its option, may include additional
 292 information in the estoppel certificate.

293 (b) An estoppel certificate that is hand delivered or sent
 294 by electronic means has a 30-day effective period. An estoppel
 295 certificate that is sent by regular mail has a 35-day effective
 296 period. If additional information or a mistake related to the
 297 estoppel certificate becomes known to the association within the
 298 effective period, an amended estoppel certificate may be
 299 delivered and becomes effective if a sale or refinancing of the
 300 unit has not been completed during the effective period. A fee

301 may not be charged for an amended estoppel certificate. An
302 amended estoppel certificate must be delivered on the date of
303 issuance, and a new 30-day or 35-day effective period begins on
304 such date.

305 (c) An association waives the right to collect any moneys
306 owed in excess of the amounts specified in the estoppel
307 certificate from any person who in good faith relies upon the
308 estoppel certificate and from the person's successors and
309 assigns.

310 (d) If an association receives a request for an estoppel
311 certificate from a unit owner or the unit owner's designee, or a
312 unit mortgagee or the unit mortgagee's designee, and fails to
313 deliver the estoppel certificate within 10 business days, a fee
314 may not be charged for the preparation and delivery of that
315 estoppel certificate.

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

320 (f) Notwithstanding any limitation on transfer fees
321 contained in s. 719.106(1)(i), an association or its authorized
322 agent may charge a reasonable fee for the preparation and
323 delivery of an estoppel certificate, which may not exceed \$250
324 if, on the date the certificate is issued, no delinquent amounts
325 are owed to the association for the applicable unit. If an

326 | estoppel certificate is requested on an expedited basis and
 327 | delivered within 3 business days after the request, the
 328 | association may charge an additional fee of \$100. If a
 329 | delinquent amount is owed to the association for the applicable
 330 | unit, an additional fee for the estoppel certificate may not
 331 | exceed \$150.

332 | (g) If estoppel certificates for multiple units owned by
 333 | the same owner are simultaneously requested from the same
 334 | association and there are no past due monetary obligations owed
 335 | to the association, the statement of moneys due for those units
 336 | may be delivered in one or more estoppel certificates, and, even
 337 | though the fee for each unit shall be computed as set forth in
 338 | paragraph (f), the total fee that the association may charge for
 339 | the preparation and delivery of the estoppel certificates may
 340 | not exceed, in the aggregate:

- 341 | 1. For 25 or fewer units, \$750.
- 342 | 2. For 26 to 50 units, \$1,000.
- 343 | 3. For 51 to 100 units, \$1,500.
- 344 | 4. For more than 100 units, \$2,500.

345 | (h) The authority to charge a fee for the preparation and
 346 | delivery of the estoppel certificate must be established
 347 | annually by a written resolution adopted by the board or
 348 | provided by a written management, bookkeeping, or maintenance
 349 | contract and ~~is payable upon the preparation of the certificate.~~
 350 | ~~If the certificate is requested in conjunction with the sale or~~

351 ~~mortgage of a parcel but the closing does not occur and no later~~
 352 ~~than 30 days after the closing date for which the certificate~~
 353 ~~was sought the preparer receives a written request, accompanied~~
 354 ~~by reasonable documentation, that the sale did not occur from a~~
 355 ~~payor that is not the parcel owner, the fee shall be refunded to~~
 356 ~~that payor within 30 days after receipt of the request. The~~
 357 ~~refund is the obligation of the parcel owner, and the~~
 358 ~~association may collect it from that owner in the same manner as~~
 359 ~~an assessment as provided in this section. The right to~~
 360 ~~reimbursement may not be waived or modified by any contract or~~
 361 ~~agreement. The prevailing party in any action brought to enforce~~
 362 ~~a right of reimbursement shall be awarded damages and all~~
 363 ~~applicable attorney fees and costs.~~

364 (i) An association may not directly or indirectly charge
 365 any fee for an estoppel certificate other than those expressly
 366 authorized by this section. Unauthorized fees or charges,
 367 whether described as a convenience fee, archive fee, service
 368 fee, processing fee, delivery fee, credit card fee,
 369 certification fee, third-party fee, or any other fee or charge,
 370 are void and may be ignored by the requestor of the certificate.

371 (j) If an estoppel certificate is requested in conjunction
 372 with the sale or refinancing of a unit, the fee for the
 373 preparation and delivery of the estoppel certificate shall be
 374 paid to the association from the closing or settlement proceeds.
 375 If the closing does not occur, the fee for the preparation and

376 delivery of the estoppel certificate is payable by the unit
 377 owner upon the expiration of the 30-day or 35-day effective
 378 period of the estoppel certificate. The association may collect
 379 the fee in the same manner as an assessment against the unit.

380 (k) The fees specified in this subsection shall be
 381 adjusted every 5 years in an amount equal to the total of the
 382 annual increases for that 5-year period in the Consumer Price
 383 Index for All Urban Consumers, U.S. City Average, All Items. The
 384 Department of Business and Professional Regulation shall
 385 periodically calculate the fees, rounded to the nearest dollar,
 386 and publish the amounts, as adjusted, on its website.

387 Section 4. Section 720.30851, Florida Statutes, is amended
 388 to read:

389 720.30851 Estoppel certificates.—Within 10 business days
 390 after receiving a written or electronic request for an estoppel
 391 certificate from a parcel owner or the parcel owner's designee,
 392 or a parcel mortgagee or the parcel mortgagee's designee, the
 393 association shall issue the estoppel certificate. Each
 394 association shall designate on its website a person or entity
 395 with a street or e-mail address for receipt of a request for an
 396 estoppel certificate issued pursuant to this section. The
 397 estoppel certificate must be provided by hand delivery, regular
 398 mail, or e-mail to the requestor on the date of issuance of the
 399 estoppel certificate.

400 (1) An estoppel certificate may be completed by any board

401 member, authorized agent, or authorized representative of the
 402 association, including any authorized agent, authorized
 403 representative, or employee of a management company authorized
 404 to complete this form on behalf of the board or association. The
 405 estoppel certificate must contain all of the following
 406 information and must be substantially in the following form:

- 407 (a) Date of issuance:....
- 408 (b) Name(s) of the parcel owner(s) as reflected in the
 409 books and records of the association:....
- 410 (c) Parcel designation and address:....
- 411 (d) Parking or garage space number, as reflected in the
 412 books and records of the association:....
- 413 (e) Attorney's name and contact information if the account
 414 is delinquent and has been turned over to an attorney for
 415 collection. No fee may be charged for this information.
- 416 (f) Fee for the preparation and delivery of the estoppel
 417 certificate:....
- 418 (g) Name of the requestor:....
- 419 (h) Assessment information and other information:

420
 421 ASSESSMENT INFORMATION:

- 422
- 423 1. The regular periodic assessment levied against the
 424 parcel is \$.... per ... (insert frequency of payment)....
- 425 2. The regular periodic assessment is paid through

426 | ... (insert date paid through)....

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

429 | 4. An itemized list of all assessments, special
430 | assessments, and other moneys owed on the date of issuance to
431 | the association by the parcel owner for a specific parcel is
432 | provided.

433 | 5. An itemized list of any additional assessments, special
434 | assessments, and other moneys that are scheduled to become due
435 | for each day after the date of issuance for the effective period
436 | of the estoppel certificate is provided. In calculating the
437 | amounts that are scheduled to become due, the association may
438 | assume that any delinquent amounts will remain delinquent during
439 | the effective period of the estoppel certificate.

440 |

441 | OTHER INFORMATION:

442 |

443 | 6. Is there a capital contribution fee, resale fee,
444 | transfer fee, or other fee due?(Yes)(No). If yes,
445 | specify the type and amount of the fee.

446 | 7. Is there any open violation of rule or regulation
447 | noticed to the parcel owner in the association official records?
448 |(Yes)(No).

449 | 8. Do the rules and regulations of the association
450 | applicable to the parcel require approval by the board of

451 directors of the association for the transfer of the parcel?
 452(Yes)(No). If yes, has the board approved the transfer
 453 of the parcel?(Yes)(No).

454 9. Is there a right of first refusal provided to the
 455 members or the association?(Yes)(No). If yes, have
 456 the members or the association exercised that right of first
 457 refusal?(Yes)(No).

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

460 11. Provide contact information for all insurance
 461 maintained by the association.

462 12. Provide the signature of an officer or authorized
 463 agent of the association.

464

465 The association, at its option, may include additional
 466 information in the estoppel certificate.

467 (2) An estoppel certificate that is hand delivered or sent
 468 by electronic means has a 30-day effective period. An estoppel
 469 certificate that is sent by regular mail has a 35-day effective
 470 period. If additional information or a mistake related to the
 471 estoppel certificate becomes known to the association within the
 472 effective period, an amended estoppel certificate may be
 473 delivered and becomes effective if a sale or refinancing of the
 474 parcel has not been completed during the effective period. A fee
 475 may not be charged for an amended estoppel certificate. An

476 amended estoppel certificate must be delivered on the date of
 477 issuance, and a new 30-day or 35-day effective period begins on
 478 such date.

479 (3) An association waives the right to collect any moneys
 480 owed in excess of the amounts specified in the estoppel
 481 certificate from any person who in good faith relies upon the
 482 estoppel certificate and from the person's successors and
 483 assigns.

484 (4) If an association receives a request for an estoppel
 485 certificate from a parcel owner or the parcel owner's designee,
 486 or a parcel mortgagee or the parcel mortgagee's designee, and
 487 fails to deliver the estoppel certificate within 10 business
 488 days, a fee may not be charged for the preparation and delivery
 489 of that estoppel certificate.

490 (5) A summary proceeding pursuant to s. 51.011 may be
 491 brought to compel compliance with this section, and the
 492 prevailing party is entitled to recover reasonable attorney
 493 fees.

494 (6) An association or its authorized agent may charge a
 495 reasonable fee for the preparation and delivery of an estoppel
 496 certificate, which may not exceed \$250, if, on the date the
 497 certificate is issued, no delinquent amounts are owed to the
 498 association for the applicable parcel. If an estoppel
 499 certificate is requested on an expedited basis and delivered
 500 within 3 business days after the request, the association may

501 charge an additional fee of \$100. If a delinquent amount is owed
 502 to the association for the applicable parcel, an additional fee
 503 for the estoppel certificate may not exceed \$150.

504 (7) If estoppel certificates for multiple parcels owned by
 505 the same owner are simultaneously requested from the same
 506 association and there are no past due monetary obligations owed
 507 to the association, the statement of moneys due for those
 508 parcels may be delivered in one or more estoppel certificates,
 509 and, even though the fee for each parcel shall be computed as
 510 set forth in subsection (6), the total fee that the association
 511 may charge for the preparation and delivery of the estoppel
 512 certificates may not exceed, in the aggregate:

- 513 (a) For 25 or fewer parcels, \$750.
- 514 (b) For 26 to 50 parcels, \$1,000.
- 515 (c) For 51 to 100 parcels, \$1,500.
- 516 (d) For more than 100 parcels, \$2,500.

517 (8) The authority to charge a fee for the preparation and
 518 delivery of the estoppel certificate must be established
 519 annually by a written resolution adopted by the board or
 520 provided by a written management, bookkeeping, or maintenance
 521 contract ~~and is payable upon the preparation of the certificate.~~
 522 ~~If the certificate is requested in conjunction with the sale or~~
 523 ~~mortgage of a parcel but the closing does not occur and no later~~
 524 ~~than 30 days after the closing date for which the certificate~~
 525 ~~was sought the preparer receives a written request, accompanied~~

526 ~~by reasonable documentation, that the sale did not occur from a~~
 527 ~~payor that is not the parcel owner, the fee shall be refunded to~~
 528 ~~that payor within 30 days after receipt of the request. The~~
 529 ~~refund is the obligation of the parcel owner, and the~~
 530 ~~association may collect it from that owner in the same manner as~~
 531 ~~an assessment as provided in this section. The right to~~
 532 ~~reimbursement may not be waived or modified by any contract or~~
 533 ~~agreement. The prevailing party in any action brought to enforce~~
 534 ~~a right of reimbursement shall be awarded damages and all~~
 535 ~~applicable attorney fees and costs.~~

536 (9) An association may not directly or indirectly charge
 537 any fee for an estoppel certificate other than those expressly
 538 authorized by this section. Unauthorized fees or charges,
 539 whether described as a convenience fee, archive fee, service
 540 fee, processing fee, delivery fee, credit card fee,
 541 certification fee, third-party fee, or any other fee or charge,
 542 are void and may be ignored by the requestor of the certificate.

543 (10) If an estoppel certificate is requested in
 544 conjunction with the sale or refinancing of a parcel, the fee
 545 for the preparation and delivery of the estoppel certificate
 546 shall be paid to the association from the closing or settlement
 547 proceeds. If the closing does not occur, the fee for the
 548 preparation and delivery of the estoppel certificate is payable
 549 by the unit owner upon the expiration of the 30-day or 35-day
 550 effective period of the certificate. The association may collect

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551 | the fee in the same manner as an assessment against the parcel.

552 | (11) The fees specified in this section shall be adjusted
553 | every 5 years in an amount equal to the total of the annual
554 | increases for that 5-year period in the Consumer Price Index for
555 | All Urban Consumers, U.S. City Average, All Items. The
556 | Department of Business and Professional Regulation shall
557 | periodically calculate the fees, rounded to the nearest dollar,
558 | and publish the amounts, as adjusted, on its website.

559 | Section 5. This act shall take effect July 1, 2024.