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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

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; providing intent;  
6           amending s. 718.111, F.S.; revising provisions relating to  
7           the official records of condominium associations;  
8           providing for disclosure of certain employment agreements  
9           with and compensation paid to association employees;  
10          amending s. 718.112, F.S.; revising provisions relating to  
11          bylaws; providing that board of administration meetings  
12          discussing personnel matters are not open to unit owners;  
13          revising requirements for electing the board of directors;  
14          providing a definition; providing for continued office and  
15          for filling vacancies under certain circumstances;  
16          specifying unit owner eligibility for board membership;  
17          requiring that certain educational curriculum be completed  
18          within a specified time before or after the election or  
19          appointment of a board director; providing application;  
20          amending s. 718.113, F.S.; authorizing the board of a  
21          condominium association to install impact glass or other  
22          code-compliant windows under certain circumstances;  
23          amending s. 718.114, F.S.; requiring the vote or written  
24          consent of a majority of the total voting interests before  
25          a condominium association may enter into certain  
26          agreements to acquire leaseholds, memberships, or other  
27          possessory or use interests; amending s. 718.116, F.S.;  
28          revising liability of an association, or its successor or

## ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

29 assignee, that acquires title to a unit through the  
30 foreclosure of its lien for assessments; revising  
31 provisions relating to condominium assessments; providing  
32 association notice requirements regarding tenants  
33 delinquent in paying any monetary obligation due to the  
34 association; conforming a cross-reference; amending s.  
35 718.117, F.S.; providing procedures and requirements for  
36 termination of a condominium property that has been  
37 totally destroyed or demolished; providing procedures and  
38 requirements for partial termination of a condominium  
39 property; requiring that a lien against a condominium unit  
40 being terminated be transferred to the proceeds of sale  
41 for certain portions of that property; amending s.  
42 718.303, F.S.; revising provisions relating to imposing  
43 remedies against a delinquent unit owner or a unit owner's  
44 tenant, guest, or invitee; providing for the suspension of  
45 certain rights of use; revising provisions relating to the  
46 suspension of a member's voting rights; requiring that the  
47 suspension of certain rights of use and voting rights be  
48 approved at a noticed board meeting; amending s. 718.703,  
49 F.S.; redefining the term "bulk assignee" and revising the  
50 definition of the term "bulk buyer" for purposes of the  
51 Distressed Condominium Relief Act; amending s. 718.704,  
52 F.S.; revising provisions relating to the assignment and  
53 assumption of developer rights by a bulk assignee;  
54 amending s. 718.705, F.S.; revising provisions relating to  
55 the transfer of control of a condominium board of  
56 administration to unit owners; amending s. 718.706, F.S.;

## ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

57 | revising provisions relating to the offering of units by a  
58 | bulk assignee or bulk buyer; amending s. 718.707, F.S.;  
59 | revising the time limitation for classification as a bulk  
60 | assignee or bulk buyer; amending s. 719.108, F.S.;  
61 | providing association notice requirements regarding  
62 | tenants delinquent in paying any monetary obligation due  
63 | to the association; amending s. 719.303, F.S.; revising  
64 | provisions relating to imposing remedies against a  
65 | delinquent unit owner or a unit owner's tenant, guest, or  
66 | invitee; providing for the suspension of certain rights of  
67 | use and voting rights; requiring that the suspension of  
68 | certain rights of use and voting rights be approved at a  
69 | noticed board meeting; amending s. 720.301, F.S.; revising  
70 | the definition of the term "declaration of covenants";  
71 | amending s. 720.303, F.S.; revising provisions relating to  
72 | the rights of a member of a homeowners' association to  
73 | speak at meetings of the board; revising provisions  
74 | relating to records that are not accessible to members of  
75 | a homeowners' association; providing for disclosure of  
76 | employment agreements with and compensation paid to  
77 | association employees; amending s. 720.305, F.S.; revising  
78 | provisions relating to imposing remedies against a  
79 | delinquent member of a homeowners' association or any  
80 | member's tenant, guest, or invitee; providing for the  
81 | suspension of certain rights of use; revising provisions  
82 | relating to the suspension of a member's voting rights;  
83 | requiring that the suspension of certain rights of use and  
84 | voting rights be approved at a noticed board meeting;

ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

85 | amending s. 720.306, F.S.; specifying additional  
 86 | requirements for candidates to be a member of the board of  
 87 | a homeowners' association; amending s. 720.3085, F.S.;  
 88 | revising liability of an association, or its successor or  
 89 | assignee, that acquires title to a unit through the  
 90 | foreclosure of its lien for assessments; providing  
 91 | association notice requirements regarding tenants  
 92 | delinquent in paying any monetary obligation due to the  
 93 | association; amending s. 720.309, F.S.; providing for the  
 94 | allocation of communications services by a homeowners'  
 95 | association; providing for the cancellation of  
 96 | communication contracts; providing that hearing-impaired  
 97 | or legally blind parcel owners and parcel owners receiving  
 98 | certain supplemental security income or food assistance  
 99 | may discontinue the service without incurring certain  
 100 | costs; providing that parcel residents may not be denied  
 101 | access to available franchised, licensed, or certificated  
 102 | cable or video service providers under certain  
 103 | circumstances; providing an effective date.

104 |  
 105 | Be It Enacted by the Legislature of the State of Florida:  
 106 |

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

109 | 633.0215 Florida Fire Prevention Code.—

110 | (14) A condominium, cooperative, or multifamily  
 111 | residential building that is less than four ~~one or two~~ stories  
 112 | in height and has an exterior corridor providing a means of

ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

113 egress is exempt from installing a manual fire alarm system as  
 114 required in s. 9.6 of the most recent edition of the Life Safety  
 115 Code adopted in the Florida Fire Prevention Code. This is  
 116 intended to clarify existing law.

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

119 718.111 The association.—

120 (12) OFFICIAL RECORDS.—

121 (a) From the inception of the association, the association  
 122 shall maintain each of the following items, if applicable, which  
 123 constitutes ~~shall constitute~~ the official records of the  
 124 association:

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

127 2. A photocopy of the recorded declaration of condominium  
 128 of each condominium operated by the association and ~~of~~ each  
 129 amendment to each declaration.

130 3. A photocopy of the recorded bylaws of the association  
 131 and ~~of~~ each amendment to the bylaws.

132 4. A certified copy of the articles of incorporation of  
 133 the association, or other documents creating the association,  
 134 and ~~of~~ each amendment thereto.

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

136 6. A book or books that ~~which~~ contain the minutes of all  
 137 meetings of the association, ~~of~~ the board of administration, and  
 138 the ~~of~~ unit owners, which minutes must be retained for at least  
 139 7 years.

140 7. A current roster of all unit owners and their mailing

ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

141 addresses, unit identifications, voting certifications, and, if  
 142 known, telephone numbers. The association shall also maintain  
 143 the electronic mailing addresses and facsimile ~~the~~ numbers  
 144 ~~designated by unit owners for receiving notice sent by~~  
 145 ~~electronic transmission~~ of those unit owners consenting to  
 146 receive notice by electronic transmission. The electronic  
 147 mailing addresses and facsimile ~~telephone~~ numbers are not  
 148 accessible to unit owners ~~must be removed from association~~  
 149 ~~records~~ if consent to receive notice by electronic transmission  
 150 is not provided in accordance with subparagraph (c)5 ~~revoked~~.  
 151 However, the association is not liable for an inadvertent  
 152 ~~erroneous~~ disclosure of the electronic mail address or facsimile  
 153 ~~the~~ number for receiving electronic transmission of notices.

154 8. All current insurance policies of the association and  
 155 condominiums operated by the association.

156 9. A current copy of any management agreement, lease, or  
 157 other contract to which the association is a party or under  
 158 which the association or the unit owners have an obligation or  
 159 responsibility.

160 10. Bills of sale or transfer for all property owned by  
 161 the association.

162 11. Accounting records for the association and separate  
 163 accounting records for each condominium that ~~which~~ the  
 164 association operates. All accounting records must ~~shall~~ be  
 165 maintained for at least 7 years. Any person who knowingly or  
 166 intentionally defaces or destroys such ~~accounting~~ records  
 167 ~~required to be created and maintained by this chapter during the~~  
 168 ~~period for which such records are required to be maintained, or~~

ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

169 | who knowingly or intentionally fails to create or maintain such  
 170 | records, with the intent of causing harm to the association or  
 171 | one or more of its members, is personally subject to a civil  
 172 | penalty pursuant to s. 718.501(1)(d). The accounting records  
 173 | must include, but are not limited to:

174 |       a. Accurate, itemized, and detailed records of all  
 175 | receipts and expenditures.

176 |       b. A current account and a monthly, bimonthly, or  
 177 | quarterly statement of the account for each unit designating the  
 178 | name of the unit owner, the due date and amount of each  
 179 | assessment, the amount paid on ~~upon~~ the account, and the balance  
 180 | due.

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

183 |       d. All contracts for work to be performed. Bids for work  
 184 | to be performed are also considered official records and must be  
 185 | maintained by the association.

186 |       12. Ballots, sign-in sheets, voting proxies, and all other  
 187 | papers relating to voting by unit owners, which must be  
 188 | maintained for 1 year from the date of the election, vote, or  
 189 | meeting to which the document relates, notwithstanding paragraph  
 190 | (b).

191 |       13. All rental records if the association is acting as  
 192 | agent for the rental of condominium units.

193 |       14. A copy of the current question and answer sheet as  
 194 | described in s. 718.504.

195 |       15. All other records of the association not specifically  
 196 | included in the foregoing which are related to the operation of

ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

197 | the association.

198 |       16. A copy of the inspection report as described ~~provided~~

199 | in s. 718.301(4) (p).

200 |       (c) The official records of the association are open to

201 | inspection by any association member or the authorized

202 | representative of such member at all reasonable times. The right

203 | to inspect the records includes the right to make or obtain

204 | copies, at the reasonable expense, if any, of the member. The

205 | association may adopt reasonable rules regarding the frequency,

206 | time, location, notice, and manner of record inspections and

207 | copying. The failure of an association to provide the records

208 | within 10 working days after receipt of a written request

209 | creates a rebuttable presumption that the association willfully

210 | failed to comply with this paragraph. A unit owner who is denied

211 | access to official records is entitled to the actual damages or

212 | minimum damages for the association's willful failure to comply.

213 | Minimum damages are ~~shall be~~ \$50 per calendar day for up to 10

214 | days, beginning ~~the calculation to begin~~ on the 11th working day

215 | after receipt of the written request. The failure to permit

216 | inspection ~~of the association records as provided herein~~

217 | entitles any person prevailing in an enforcement action to

218 | recover reasonable attorney's fees from the person in control of

219 | the records who, directly or indirectly, knowingly denied access

220 | to the records. Any person who knowingly or intentionally

221 | defaces or destroys accounting records that are required by this

222 | chapter to be maintained during the period for which such

223 | records are required to be maintained, or who knowingly or

224 | intentionally fails to create or maintain accounting records



ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

225 that are required to be created or maintained, with the intent  
 226 of causing harm to the association or one or more of its  
 227 members, is personally subject to a civil penalty pursuant to s.  
 228 718.501(1)(d). The association shall maintain an adequate number  
 229 of copies of the declaration, articles of incorporation, bylaws,  
 230 and rules, and all amendments to each of the foregoing, as well  
 231 as the question and answer sheet as described ~~provided for~~ in s.  
 232 718.504 and year-end financial information required under ~~in~~  
 233 this section, on the condominium property to ensure their  
 234 availability to unit owners and prospective purchasers, and may  
 235 charge its actual costs for preparing and furnishing these  
 236 documents to those requesting the documents. Notwithstanding ~~the~~  
 237 ~~provisions of~~ this paragraph, the following records are not  
 238 accessible to unit owners:

239 1. Any record protected by the lawyer-client privilege as  
 240 described in s. 90.502~~7~~ and any record protected by the work-  
 241 product privilege, including a ~~any~~ record prepared by an  
 242 association attorney or prepared at the attorney's express  
 243 direction, ~~7~~ which reflects a mental impression, conclusion,  
 244 litigation strategy, or legal theory of the attorney or the  
 245 association, and which was prepared exclusively for civil or  
 246 criminal litigation or for adversarial administrative  
 247 proceedings, or which was prepared in anticipation of such  
 248 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~  
 249 ~~administrative~~ proceedings until the conclusion of the  
 250 litigation or ~~adversarial administrative~~ proceedings.

251 2. Information obtained by an association in connection  
 252 with the approval of the lease, sale, or other transfer of a

ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

253 unit.  
 254 3. Personnel records of association or management company  
 255 employees, including, but not limited to, disciplinary, payroll,  
 256 health, and insurance records. For purposes of this  
 257 subparagraph, the term "personnel records" does not include  
 258 written employment agreements with an association employee or  
 259 management company, or budgetary or financial records that  
 260 indicate the compensation paid to an association employee.

261 4. Medical records of unit owners.

262 5. Social security numbers, driver's license numbers,  
 263 credit card numbers, e-mail addresses, telephone numbers,  
 264 facsimile numbers, emergency contact information, ~~any~~ addresses  
 265 of a unit owner other than as provided to fulfill the  
 266 association's notice requirements, and other personal  
 267 identifying information of any person, excluding the person's  
 268 name, unit designation, mailing address, ~~and~~ property address,  
 269 and any address, e-mail address, or facsimile number provided to  
 270 the association to fulfill the association's notice  
 271 requirements. However, an owner may consent in writing to the  
 272 disclosure of protected information described in this  
 273 subparagraph. The association is not liable for the inadvertent  
 274 disclosure of information that is protected under this  
 275 subparagraph if the information is included in an official  
 276 record of the association and is voluntarily provided by an  
 277 owner and not requested by the association.

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

280 7. The software and operating system used by the

## ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

281 association which allow the ~~allows~~ manipulation of data, even if  
282 the owner owns a copy of the same software used by the  
283 association. The data is part of the official records of the  
284 association.

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

287 718.112 Bylaws.—

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

291 (b) Quorum; voting requirements; proxies.—

292 1. Unless a lower number is provided in the bylaws, the  
293 percentage of voting interests required to constitute a quorum  
294 at a meeting of the members is ~~shall be~~ a majority of the voting  
295 interests. Unless otherwise provided in this chapter or in the  
296 declaration, articles of incorporation, or bylaws, and except as  
297 provided in subparagraph (d) 4. ~~(d) 3.~~, decisions shall be made by  
298 ~~owners of~~ a majority of the voting interests represented at a  
299 meeting at which a quorum is present.

300 2. Except as specifically otherwise provided herein, ~~after~~  
301 ~~January 1, 1992,~~ unit owners may not vote by general proxy, but  
302 may vote by limited proxies substantially conforming to a  
303 limited proxy form adopted by the division. A ~~No~~ voting interest  
304 or consent right allocated to a unit owned by the association  
305 may not ~~shall~~ be exercised or considered for any purpose,  
306 whether for a quorum, an election, or otherwise. Limited proxies  
307 and general proxies may be used to establish a quorum. Limited  
308 proxies shall be used for votes taken to waive or reduce

ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

309 reserves in accordance with subparagraph (f)2.; for votes taken  
 310 to waive the financial reporting requirements of s. 718.111(13);  
 311 for votes taken to amend the declaration pursuant to s. 718.110;  
 312 for votes taken to amend the articles of incorporation or bylaws  
 313 pursuant to this section; and for any other matter for which  
 314 this chapter requires or permits a vote of the unit owners.  
 315 Except as provided in paragraph (d), a ~~after January 1, 1992, no~~  
 316 ~~proxy, limited or general, may not shall~~ be used in the election  
 317 of board members. General proxies may be used for other matters  
 318 for which limited proxies are not required, and may ~~also~~ be used  
 319 in voting for nonsubstantive changes to items for which a  
 320 limited proxy is required and given. Notwithstanding ~~the~~  
 321 ~~provisions of~~ this subparagraph, unit owners may vote in person  
 322 at unit owner meetings. This subparagraph does not ~~Nothing~~  
 323 ~~contained herein shall~~ limit the use of general proxies or  
 324 require the use of limited proxies for any agenda item or  
 325 election at any meeting of a timeshare condominium association.

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

332 4. A member of the board of administration or a committee  
 333 may submit in writing his or her agreement or disagreement with  
 334 any action taken at a meeting that the member did not attend.  
 335 This agreement or disagreement may not be used as a vote for or  
 336 against the action taken or to create ~~and may not be used for~~

ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

337 ~~the purposes of creating~~ a quorum.

338 5. ~~If~~ When any of the board or committee members meet by  
 339 telephone conference, those board or committee members ~~attending~~  
 340 ~~by telephone conference~~ may be counted toward obtaining a quorum  
 341 and may vote by telephone. A telephone speaker must be used so  
 342 that the conversation of those ~~board or committee~~ members  
 343 ~~attending by telephone~~ may be heard by the board or committee  
 344 members attending in person as well as by any unit owners  
 345 present at a meeting.

346 (c) Board of administration meetings.—Meetings of the  
 347 board of administration at which a quorum of the members is  
 348 present are ~~shall be~~ open to all unit owners. A ~~Any~~ unit owner  
 349 may tape record or videotape the meetings ~~of the board of~~  
 350 ~~administration~~. The right to attend such meetings includes the  
 351 right to speak at such meetings with reference to all designated  
 352 agenda items. The division shall adopt reasonable rules  
 353 governing the tape recording and videotaping of the meeting. The  
 354 association may adopt written reasonable rules governing the  
 355 frequency, duration, and manner of unit owner statements.

356 1. Adequate notice of all board meetings, which must  
 357 ~~notice shall~~ specifically identify all ~~incorporate an~~  
 358 ~~identification of~~ agenda items, must ~~shall~~ be posted  
 359 conspicuously on the condominium property at least 48 continuous  
 360 hours before ~~preceding~~ the meeting except in an emergency. If 20  
 361 percent of the voting interests petition the board to address an  
 362 item of business, the board ~~shall~~ at its next regular board  
 363 meeting or at a special meeting of the board, but not later than  
 364 60 days after the receipt of the petition, shall place the item

ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

365 on the agenda. Any item not included on the notice may be taken  
 366 up on an emergency basis by at least a majority plus one of the  
 367 board members ~~of the board~~. Such emergency action must ~~shall~~ be  
 368 noticed and ratified at the next regular board meeting ~~of the~~  
 369 ~~board~~. However, written notice of any meeting at which  
 370 nonemergency special assessments, or at which amendment to rules  
 371 regarding unit use, will be considered must ~~shall~~ be mailed,  
 372 delivered, or electronically transmitted to the unit owners and  
 373 posted conspicuously on the condominium property at least ~~not~~  
 374 ~~less than~~ 14 days before ~~prior to~~ the meeting. Evidence of  
 375 compliance with this 14-day notice requirement must ~~shall~~ be  
 376 made by an affidavit executed by the person providing the notice  
 377 and filed with ~~among~~ the official records of the association.  
 378 Upon notice to the unit owners, the board shall, by duly adopted  
 379 rule, designate a specific location on the condominium ~~property~~  
 380 or association property where ~~upon which~~ all notices of board  
 381 meetings are to ~~shall~~ be posted. If there is no condominium  
 382 property or association property where ~~upon which~~ notices can be  
 383 posted, notices ~~of board meetings~~ shall be mailed, delivered, or  
 384 electronically transmitted at least 14 days before the meeting  
 385 to the owner of each unit. In lieu of or in addition to the  
 386 physical posting of the notice ~~of any meeting of the board of~~  
 387 ~~administration~~ on the condominium property, the association may,  
 388 by reasonable rule, adopt a procedure for conspicuously posting  
 389 and repeatedly broadcasting the notice and the agenda on a  
 390 closed-circuit cable television system serving the condominium  
 391 association. However, if broadcast notice is used in lieu of a  
 392 notice ~~posted~~ physically posted ~~on the~~ condominium property, the

## ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

393 notice and agenda must be broadcast at least four times every  
394 broadcast hour of each day that a posted notice is otherwise  
395 required under this section. If ~~When~~ broadcast notice is  
396 provided, the notice and agenda must be broadcast in a manner  
397 and for a sufficient continuous length of time so as to allow an  
398 average reader to observe the notice and read and comprehend the  
399 entire content of the notice and the agenda. Notice of any  
400 meeting in which regular or special assessments against unit  
401 owners are to be considered for any reason must ~~shall~~  
402 specifically state that assessments will be considered and  
403 provide the nature, estimated cost, and description of the  
404 purposes for such assessments.

405 2. Meetings of a committee to take final action on behalf  
406 of the board or make recommendations to the board regarding the  
407 association budget are subject to ~~the provisions of this~~  
408 paragraph. Meetings of a committee that does not take final  
409 action on behalf of the board or make recommendations to the  
410 board regarding the association budget are subject to ~~the~~  
411 ~~provisions of this section~~, unless those meetings are exempted  
412 from this section by the bylaws of the association.

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

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

420 b. Board meetings held for the purpose of discussing

ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

421 personnel matters.

422 (d) Unit owner meetings.—

423 1. An annual meeting of the unit owners shall be held at  
 424 the location provided in the association bylaws and, if the  
 425 bylaws are silent as to the location, the meeting shall be held  
 426 within 45 miles of the condominium property. However, such  
 427 distance requirement does not apply to an association governing  
 428 a timeshare condominium.

429 2. Unless the bylaws provide otherwise, a vacancy on the  
 430 board caused by the expiration of a director's term shall be  
 431 filled by electing a new board member, and the election must be  
 432 by secret ballot. An election is not required ~~However,~~ if the  
 433 number of vacancies equals or exceeds the number of candidates,  
 434 ~~an election is not required.~~ For purposes of this paragraph, the  
 435 term "candidate" means an eligible person who has timely  
 436 submitted the written notice, as described in sub-subparagraph  
 437 4.a., of his or her intention to become a candidate. Except in a  
 438 timeshare condominium, or if the staggered term of a board  
 439 member does not expire until a later annual meeting, or if all  
 440 members terms would otherwise expire but there are no  
 441 candidates, the terms of all board members ~~of the board~~ expire  
 442 at the annual meeting, and such board members may stand for  
 443 reelection unless prohibited ~~otherwise permitted~~ by the bylaws.  
 444 If the bylaws permit staggered terms of no more than 2 years and  
 445 upon approval of a majority of the total voting interests, the  
 446 association board members may serve 2-year staggered terms. If  
 447 the number of board members whose terms expire at the annual  
 448 meeting equals or ~~have expired~~ exceeds the number of candidates,



ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

449 the candidates become members of the board effective upon the  
 450 adjournment of the annual meeting. Unless the bylaws provide  
 451 otherwise, any remaining vacancies shall be filled by the  
 452 affirmative vote of the majority of the directors making up the  
 453 newly constituted board even if the directors constitute less  
 454 than a quorum or there is only one director ~~eligible members~~  
 455 ~~showing interest in or demonstrating an intention to run for the~~  
 456 ~~vacant positions, each board member whose term has expired is~~  
 457 ~~eligible for reappointment to the board of administration and~~  
 458 ~~need not stand for reelection.~~ In a condominium association of  
 459 more than 10 units or in a condominium association that does not  
 460 include timeshare units or timeshare interests, coowners of a  
 461 unit may not serve as members of the board of directors at the  
 462 same time unless they own more than one unit or unless there are  
 463 not enough eligible candidates to fill the vacancies on the  
 464 board at the time of the vacancy. Any unit owner desiring to be  
 465 a candidate for board membership must comply with sub-  
 466 subparagraph 4.a. and must be eligible to serve on the board of  
 467 directors at the time of the deadline for submitting a notice of  
 468 intent to run in order to have his or her name listed as a  
 469 proper candidate on the ballot or to serve on the board ~~3.a.~~ A  
 470 person who has been suspended or removed by the division under  
 471 this chapter, or who is delinquent in the payment of any fee,  
 472 fine, or special or regular assessment as provided in paragraph  
 473 (n), is not eligible for board membership. A person who has been  
 474 convicted of any felony in this state or in a United States  
 475 District or Territorial Court, or who has been convicted of any  
 476 offense in another jurisdiction which ~~that~~ would be considered a

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

477 felony if committed in this state, is not eligible for board  
 478 membership unless such felon's civil rights have been restored  
 479 for at least 5 years as of the date ~~on which~~ such person seeks  
 480 election to the board. The validity of an action by the board is  
 481 not affected if it is later determined that a board member ~~of~~  
 482 ~~the board~~ is ineligible for board membership due to having been  
 483 convicted of a felony.

484 ~~3.2.~~ The bylaws must provide the method of calling  
 485 meetings of unit owners, including annual meetings. Written  
 486 notice, ~~which~~ must include an agenda, must ~~shall~~ be mailed, hand  
 487 delivered, or electronically transmitted to each unit owner at  
 488 least 14 days before the annual meeting, and must be posted in a  
 489 conspicuous place on the condominium property at least 14  
 490 continuous days before ~~preceding~~ the annual meeting. Upon notice  
 491 to the unit owners, the board shall, by duly adopted rule,  
 492 designate a specific location on the condominium property or  
 493 association property where ~~upon which~~ all notices of unit owner  
 494 meetings shall be posted. This requirement does not apply  
 495 ~~However,~~ if there is no condominium property or association  
 496 property for posting ~~upon which~~ notices ~~can be posted,~~ ~~this~~  
 497 ~~requirement does not apply.~~ In lieu of, or in addition to, the  
 498 physical posting of meeting notices, the association may, by  
 499 reasonable rule, adopt a procedure for conspicuously posting and  
 500 repeatedly broadcasting the notice and the agenda on a closed-  
 501 circuit cable television system serving the condominium  
 502 association. However, if broadcast notice is used ~~in lieu of a~~  
 503 ~~notice posted physically on the condominium property,~~ the notice  
 504 and agenda must be broadcast at least four times every broadcast

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

505 hour of each day that a posted notice is otherwise required  
 506 under this section. If broadcast notice is provided, the notice  
 507 and agenda must be broadcast in a manner and for a sufficient  
 508 continuous length of time so as to allow an average reader to  
 509 observe the notice and read and comprehend the entire content of  
 510 the notice and the agenda. Unless a unit owner waives in writing  
 511 the right to receive notice of the annual meeting, such notice  
 512 must be hand delivered, mailed, or electronically transmitted to  
 513 each unit owner. Notice for meetings and notice for all other  
 514 purposes must be mailed to each unit owner at the address last  
 515 furnished to the association by the unit owner, or hand  
 516 delivered to each unit owner. However, if a unit is owned by  
 517 more than one person, the association must ~~shall~~ provide notice,  
 518 ~~for meetings and all other purposes,~~ to the ~~that one~~ address  
 519 that ~~which~~ the developer ~~initially~~ identifies for that purpose  
 520 and thereafter as one or more of the owners of the unit ~~shall~~  
 521 advise the association in writing, or if no address is given or  
 522 the owners of the unit do not agree, to the address provided on  
 523 the deed of record. An officer of the association, or the  
 524 manager or other person providing notice of the association  
 525 meeting, must ~~shall~~ provide an affidavit or United States Postal  
 526 Service certificate of mailing, to be included in the official  
 527 records of the association affirming that the notice was mailed  
 528 or hand delivered, in accordance with this provision.

529 4.3. The members of the board shall be elected by written  
 530 ballot or voting machine. Proxies may not be used in electing  
 531 the board in general elections or elections to fill vacancies  
 532 caused by recall, resignation, or otherwise, unless otherwise

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

533 provided in this chapter.

534 a. At least 60 days before a scheduled election, the  
535 association shall mail, deliver, or electronically transmit,  
536 ~~whether~~ by separate association mailing or included in another  
537 association mailing, delivery, or transmission, including  
538 regularly published newsletters, to each unit owner entitled to  
539 a vote, a first notice of the date of the election. Any unit  
540 owner or other eligible person desiring to be a candidate for  
541 the board must give written notice of his or her intent to be a  
542 candidate to the association at least 40 days before a scheduled  
543 election. Together with the written notice and agenda as set  
544 forth in subparagraph 3. 2., the association shall mail,  
545 deliver, or electronically transmit a second notice of the  
546 election to all unit owners entitled to vote, together with a  
547 ballot that lists all candidates. Upon request of a candidate,  
548 an information sheet, no larger than 8 1/2 inches by 11 inches,  
549 which must be furnished by the candidate at least 35 days before  
550 the election, must be included with the mailing, delivery, or  
551 transmission of the ballot, with the costs of mailing, delivery,  
552 or electronic transmission and copying to be borne by the  
553 association. The association is not liable for the contents of  
554 the information sheets prepared by the candidates. In order to  
555 reduce costs, the association may print or duplicate the  
556 information sheets on both sides of the paper. The division  
557 shall by rule establish voting procedures consistent with this  
558 sub-subparagraph, including rules establishing procedures for  
559 giving notice by electronic transmission and rules providing for  
560 the secrecy of ballots. Elections shall be decided by a

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

561 plurality of ~~these~~ ballots cast. There is no quorum requirement;  
 562 however, at least 20 percent of the eligible voters must cast a  
 563 ballot in order to have a valid election ~~of members of the~~  
 564 ~~board~~. A unit owner may not permit any other person to vote his  
 565 or her ballot, and any ballots improperly cast are invalid. A,  
 566 ~~provided any~~ unit owner who violates this provision may be fined  
 567 by the association in accordance with s. 718.303. A unit owner  
 568 who needs assistance in casting the ballot for the reasons  
 569 stated in s. 101.051 may obtain such assistance. The regular  
 570 election must occur on the date of the annual meeting. ~~This sub-~~  
 571 ~~subparagraph does not apply to timeshare condominium~~  
 572 ~~associations~~. Notwithstanding this sub-subparagraph, an election  
 573 is not required unless more candidates file notices of intent to  
 574 run or are nominated than board vacancies exist.

575 b. Within 90 days after being elected or appointed to the  
 576 board, each newly elected or appointed director shall certify in  
 577 writing to the secretary of the association that he or she has  
 578 read the association's declaration of condominium, articles of  
 579 incorporation, bylaws, and current written policies; that he or  
 580 she will work to uphold such documents and policies to the best  
 581 of his or her ability; and that he or she will faithfully  
 582 discharge his or her fiduciary responsibility to the  
 583 association's members. In lieu of this written certification,  
 584 within 90 days after being elected or appointed to the board,  
 585 the newly elected or appointed director may submit a certificate  
 586 of having satisfactorily completed ~~satisfactory completion of~~  
 587 the educational curriculum administered by a division-approved  
 588 condominium education provider within 1 year before or 90 days

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

589 after the date of election or appointment. The written  
 590 certification or educational certificate is valid and does not  
 591 have to be resubmitted as long as the director serves on the  
 592 board without interruption. A director who fails to timely file  
 593 the written certification or educational certificate is  
 594 suspended from service on the board until he or she complies  
 595 with this sub-subparagraph. The board may temporarily fill the  
 596 vacancy during the period of suspension. The secretary shall  
 597 cause the association to retain a director's written  
 598 certification or educational certificate for inspection by the  
 599 members for 5 years after a director's election. Failure to have  
 600 such written certification or educational certificate on file  
 601 does not affect the validity of any board action.

602 5.4. Any approval by unit owners called for by this  
 603 chapter or the applicable declaration or bylaws, including, but  
 604 not limited to, the approval requirement in s. 718.111(8), must  
 605 ~~shall~~ be made at a duly noticed meeting of unit owners and is  
 606 subject to all requirements of this chapter or the applicable  
 607 condominium documents relating to unit owner decisionmaking,  
 608 except that unit owners may take action by written agreement,  
 609 without meetings, on matters for which action by written  
 610 agreement without meetings is expressly allowed by the  
 611 applicable bylaws or declaration or any law ~~statute~~ that  
 612 provides for such action.

613 6.5. Unit owners may waive notice of specific meetings if  
 614 allowed by the applicable bylaws or declaration or any law  
 615 ~~statute~~. If authorized by the bylaws, notice of meetings of the  
 616 board of administration, unit owner meetings, except unit owner

## ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

617 meetings called to recall board members under paragraph (j), and  
618 committee meetings may be given by electronic transmission to  
619 unit owners who consent to receive notice by electronic  
620 transmission.

621 ~~7.6.~~ Unit owners ~~shall~~ have the right to participate in  
622 meetings of unit owners with reference to all designated agenda  
623 items. However, the association may adopt reasonable rules  
624 governing the frequency, duration, and manner of unit owner  
625 participation.

626 ~~8.7.~~ A Any unit owner may tape record or videotape a  
627 meeting of the unit owners subject to reasonable rules adopted  
628 by the division.

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

644 10. This chapter does not limit the use of general or

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

645 limited proxies, require the use of general or limited proxies,  
 646 or require the use of a written ballot or voting machine for any  
 647 agenda item or election at any meeting of a timeshare  
 648 condominium association.

649  
 650 Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a.  
 651 ~~(d)3.a.~~, an association of 10 or fewer units may, by affirmative  
 652 vote of a majority of the total voting interests, provide for  
 653 different voting and election procedures in its bylaws, which  
 654 ~~vote~~ may be by a proxy specifically delineating the different  
 655 voting and election procedures. The different voting and  
 656 election procedures may provide for elections to be conducted by  
 657 limited or general proxy.

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

660 718.113 Maintenance; limitation upon improvement; display  
 661 of flag; hurricane shutters; display of religious decorations.-

662 (5) Each board of administration shall adopt hurricane  
 663 shutter specifications for each building within each condominium  
 664 operated by the association which shall include color, style,  
 665 and other factors deemed relevant by the board. All  
 666 specifications adopted by the board must ~~shall~~ comply with the  
 667 applicable building code.

668 (a) The board may, subject to the provisions of s.  
 669 718.3026, and the approval of a majority of voting interests of  
 670 the condominium, install hurricane shutters, impact glass or  
 671 other code-compliant windows, or hurricane protection that  
 672 complies with or exceeds the applicable building code. However,



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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

673 ~~or both, except that~~ a vote of the owners is not required if the  
 674 maintenance, repair, and replacement of hurricane shutters,  
 675 impact glass, or other code-compliant windows ~~or other forms of~~  
 676 ~~hurricane protection~~ are the responsibility of the association  
 677 pursuant to the declaration of condominium. If ~~However, where~~  
 678 hurricane protection or laminated glass or window film  
 679 architecturally designed to function as hurricane protection  
 680 which complies with or exceeds the current applicable building  
 681 code has been previously installed, the board may not install  
 682 hurricane shutters, ~~or other~~ hurricane protection, or impact  
 683 glass or other code-compliant windows except upon approval by a  
 684 majority vote of the voting interests.

685 (b) The association is ~~shall be~~ responsible for the  
 686 maintenance, repair, and replacement of the hurricane shutters  
 687 or other hurricane protection authorized by this subsection if  
 688 such hurricane shutters or other hurricane protection is the  
 689 responsibility of the association pursuant to the declaration of  
 690 condominium. If the hurricane shutters or other hurricane  
 691 protection authorized by this subsection are the responsibility  
 692 of the unit owners pursuant to the declaration of condominium,  
 693 the ~~responsibility for the~~ maintenance, repair, and replacement  
 694 of such items are ~~shall be~~ the responsibility of the unit owner.

695 (c) The board may operate shutters installed pursuant to  
 696 this subsection without permission of the unit owners only if  
 697 ~~where~~ such operation is necessary to preserve and protect the  
 698 condominium property and association property. The installation,  
 699 replacement, operation, repair, and maintenance of such shutters  
 700 in accordance with the procedures set forth in this paragraph

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

701 ~~are herein shall~~ not be deemed a material alteration to the  
 702 common elements or association property within the meaning of  
 703 this section.

704 (d) Notwithstanding any other provision ~~to the contrary~~ in  
 705 the condominium documents, if approval is required by the  
 706 documents, a board may ~~shall~~ not refuse to approve the  
 707 installation or replacement of hurricane shutters by a unit  
 708 owner conforming to the specifications adopted by the board.

709 Section 5. Section 718.114, Florida Statutes, is amended  
 710 to read:

711 718.114 Association powers.—An association may ~~has the~~  
 712 ~~power to~~ enter into agreements, to acquire leaseholds,  
 713 memberships, and other possessory or use interests in lands or  
 714 facilities such as country clubs, golf courses, marinas, and  
 715 other recreational facilities, ~~. It has this power~~ whether or not  
 716 the lands or facilities are contiguous to the lands of the  
 717 condominium, if such lands and facilities ~~they~~ are intended to  
 718 provide enjoyment, recreation, or other use or benefit to the  
 719 unit owners. All of these leaseholds, memberships, and other  
 720 possessory or use interests existing or created at the time of  
 721 recording the declaration must be stated and fully described in  
 722 the declaration. Subsequent to the recording of the declaration,  
 723 agreements acquiring these leaseholds, memberships, or other  
 724 possessory or use interests which are not entered into within 12  
 725 months following the recording of the declaration are ~~shall be~~  
 726 ~~considered~~ a material alteration or substantial addition to the  
 727 real property that is association property, and the association  
 728 may not acquire or enter into such agreements ~~acquiring these~~

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

729 ~~leaseholds, memberships, or other possessory or use interests~~  
 730 except upon a vote of, or written consent by, a majority of the  
 731 total voting interests or as authorized by the declaration as  
 732 provided in s. 718.113. The declaration may provide that the  
 733 rental, membership fees, operations, replacements, and other  
 734 expenses are common expenses and may impose covenants and  
 735 restrictions concerning their use and may contain other  
 736 provisions not inconsistent with this chapter. A condominium  
 737 association may conduct bingo games as provided in s. 849.0931.

738 Section 6. Paragraph (b) of subsection (1), subsection  
 739 (3), paragraph (b) of subsection (5), and subsection (11) of  
 740 section 718.116, Florida Statutes, are amended to read:

741 718.116 Assessments; liability; lien and priority;  
 742 interest; collection.—

743 (1)

744 (b)1. The liability of a first mortgagee or its successor  
 745 or assignees who acquire title to a unit by foreclosure or by  
 746 deed in lieu of foreclosure for the unpaid assessments that  
 747 became due before the mortgagee's acquisition of title is  
 748 limited to the lesser of:

749 ~~a.1.~~ The unit's unpaid common expenses and regular  
 750 periodic assessments which accrued or came due during the 12  
 751 months immediately preceding the acquisition of title and for  
 752 which payment in full has not been received by the association;  
 753 or

754 ~~b.2.~~ One percent of the original mortgage debt. The  
 755 provisions of this paragraph apply only if the first mortgagee  
 756 joined the association as a defendant in the foreclosure action.

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

757 Joinder of the association is not required if, on the date the  
758 complaint is filed, the association was dissolved or did not  
759 maintain an office or agent for service of process at a location  
760 which was known to or reasonably discoverable by the mortgagee.

761 2. An association, or its successor or assignee, that  
762 acquires title to a unit through the foreclosure of its lien for  
763 assessments is not liable for any unpaid assessments, late fees,  
764 interest, or reasonable attorney's fees and costs that came due  
765 before the association's acquisition of title in favor of any  
766 other association, as defined in s. 718.103(2) or s. 720.301(9),  
767 which holds a superior lien interest on the unit. This  
768 subparagraph is intended to clarify existing law.

769 (3) Assessments and installments on assessments which are  
770 not paid when due bear interest at the rate provided in the  
771 declaration, from the due date until paid. The ~~This~~ rate may not  
772 exceed the rate allowed by law, and, if no rate is provided in  
773 the declaration, interest accrues at the rate of 18 percent per  
774 year. ~~Also,~~ If provided by the declaration or bylaws, the  
775 association may, in addition to such interest, charge an  
776 administrative late fee of up to the greater of \$25 or 5 percent  
777 of ~~each installment of the assessment for~~ each delinquent  
778 installment for which the payment is late. Any payment received  
779 by an association must be applied first to any interest accrued  
780 by the association, then to any administrative late fee, then to  
781 any costs and reasonable attorney's fees incurred in collection,  
782 and then to the delinquent assessment. The foregoing is  
783 applicable notwithstanding any restrictive endorsement,  
784 designation, or instruction placed on or accompanying a payment.

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

785 A late fee is not subject to chapter 687 or s. 718.303(4)~~(3)~~.  
 786 (5)  
 787 (b) To be valid, a claim of lien must state the  
 788 description of the condominium parcel, the name of the record  
 789 owner, the name and address of the association, the amount due,  
 790 and the due dates. It must be executed and acknowledged by an  
 791 officer or authorized agent of the association. The lien is not  
 792 effective ~~longer than~~ 1 year after the claim of lien was  
 793 recorded unless, within that time, an action to enforce the lien  
 794 is commenced. The 1-year period is automatically extended for  
 795 any length of time during which the association is prevented  
 796 from filing a foreclosure action by an automatic stay resulting  
 797 from a bankruptcy petition filed by the parcel owner or any  
 798 other person claiming an interest in the parcel. The claim of  
 799 lien secures all unpaid assessments that are due and that may  
 800 accrue after the claim of lien is recorded and through the entry  
 801 of a final judgment, as well as interest and all reasonable  
 802 costs and attorney's fees incurred by the association incident  
 803 to the collection process. Upon payment in full, the person  
 804 making the payment is entitled to a satisfaction of the lien.  
 805  
 806 After notice of contest of lien has been recorded, the clerk of  
 807 the circuit court shall mail a copy of the recorded notice to  
 808 the association by certified mail, return receipt requested, at  
 809 the address shown in the claim of lien or most recent amendment  
 810 to it and shall certify to the service on the face of the  
 811 notice. Service is complete upon mailing. After service, the  
 812 association has 90 days in which to file an action to enforce

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

813 the lien; and, if the action is not filed within the 90-day  
 814 period, the lien is void. However, the 90-day period shall be  
 815 extended for any length of time during which ~~that~~ the  
 816 association is prevented from filing its action because of an  
 817 automatic stay resulting from the filing of a bankruptcy  
 818 petition by the unit owner or by any other person claiming an  
 819 interest in the parcel.

820 (11) (a) If the unit is occupied by a tenant and the unit  
 821 owner is delinquent in paying any monetary obligation due to the  
 822 association, the association may make a written demand that the  
 823 tenant pay to the association the subsequent rental payments  
 824 ~~future monetary obligations related to the condominium unit to~~  
 825 ~~the association,~~ and continue to the tenant must make such  
 826 payments until all monetary obligations of the unit owner  
 827 related to the unit have been paid in full to the association  
 828 ~~payment. The demand is continuing in nature and, upon demand,~~  
 829 The tenant must pay the monetary obligations to the association  
 830 until the association releases the tenant or the tenant  
 831 discontinues tenancy in the unit.

832 1. The association must provide the tenant a notice, by  
 833 hand delivery or United States mail, in substantially the  
 834 following form:

835  
 836 Pursuant to section 718.116(11), Florida  
 837 Statutes, the association demands that you pay your  
 838 rent directly to the condominium association and  
 839 continue doing so until the association notifies you  
 840 otherwise.

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

841 Payment due the condominium association may be in  
 842 the same form as you paid your landlord and must be  
 843 sent by United States mail or hand delivery to  
 844 ...(full address)..., payable to ...(name)....

845 Your obligation to pay your rent to the  
 846 association begins immediately, unless you have  
 847 already paid rent to your landlord for the current  
 848 period before receiving this notice. In that case, you  
 849 must provide the association written proof of your  
 850 payment within 14 days after receiving this notice and  
 851 your obligation to pay rent to the association would  
 852 then begin with the next rental period.

853 Pursuant to section 718.116(11), Florida  
 854 Statutes, your payment of rent to the association  
 855 gives you complete immunity from any claim for the  
 856 rent by your landlord for all amounts timely paid to  
 857 the association.

858  
 859 2. The association must mail written notice to the unit  
 860 owner of the association's demand that the tenant make payments  
 861 to the association.

862 3. The association shall, upon request, provide the tenant  
 863 with written receipts for payments made.

864 4. A tenant ~~who acts in good faith in response to a~~  
 865 ~~written demand from an association~~ is immune from any claim by  
 866 ~~from~~ the landlord or unit owner related to the rent timely paid  
 867 to the association after the association has made written  
 868 demand.

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

869        (b) ~~(a)~~ If the tenant paid ~~prepaid~~ rent to the landlord or  
870 unit owner for a given rental period before receiving the demand  
871 from the association and provides written evidence to the  
872 association of having paid ~~paying~~ the rent ~~to the association~~  
873 within 14 days after receiving the demand, the tenant shall  
874 begin making rental payments to the association for the  
875 following rental period and shall continue making ~~receive credit~~  
876 ~~for the prepaid rent for the applicable period and must make any~~  
877 ~~subsequent~~ rental payments to the association to be credited  
878 against the monetary obligations of the unit owner until the  
879 association releases the tenant or the tenant discontinues  
880 tenancy in the unit ~~to the association.~~

881        (c) ~~(b)~~ ~~The tenant is not liable for increases in the~~  
882 ~~amount of the monetary obligations due unless the tenant was~~  
883 ~~notified in writing of the increase at least 10 days before the~~  
884 ~~date the rent is due.~~ The liability of the tenant may not exceed  
885 the amount due from the tenant to the tenant's landlord. The  
886 tenant's landlord shall provide the tenant a credit against  
887 rents due to the landlord ~~unit owner~~ in the amount of moneys  
888 paid to the association ~~under this section.~~

889        (d) ~~(e)~~ The association may issue notice ~~notices~~ under s.  
890 83.56 and ~~may~~ sue for eviction under ss. 83.59-83.625 as if the  
891 association were a landlord under part II of chapter 83 if the  
892 tenant fails to pay a required payment to the association after  
893 written demand has been made to the tenant. However, the  
894 association is not otherwise considered a landlord under chapter  
895 83 and specifically has no obligations ~~duties~~ under s. 83.51.

896        (e) ~~(d)~~ The tenant does not, by virtue of payment of



ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

897 monetary obligations to the association, have any of the rights  
 898 of a unit owner to vote in any election or to examine the books  
 899 and records of the association.

900 (f)~~(e)~~ A court may supersede the effect of this subsection  
 901 by appointing a receiver.

902 Section 7. Subsections (2), (3), (4), and (11), paragraphs  
 903 (a) and (d) of subsection (12), subsection (14), paragraph (a)  
 904 of subsection (17), and subsections (18) and (19) of section  
 905 718.117, Florida Statutes, are amended to read:

906 718.117 Termination of condominium.—

907 (2) TERMINATION BECAUSE OF ECONOMIC WASTE OR  
 908 IMPOSSIBILITY.—

909 (a) Notwithstanding any provision in the declaration, the  
 910 condominium form of ownership of a property may be terminated by  
 911 a plan of termination approved by the lesser of the lowest  
 912 percentage of voting interests necessary to amend the  
 913 declaration or as otherwise provided in the declaration for  
 914 approval of termination if:

915 1. The total estimated cost of construction or repairs  
 916 necessary to construct the intended improvements or restore the  
 917 improvements to their former condition or bring them into  
 918 compliance with applicable laws or regulations exceeds the  
 919 combined fair market value of the units in the condominium after  
 920 completion of the construction or repairs; or

921 2. It becomes impossible to operate or reconstruct a  
 922 condominium to its prior physical configuration because of land  
 923 use laws or regulations.

924 (b) Notwithstanding paragraph (a), a condominium in which

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

925 75 percent or more of the units are timeshare units may be  
 926 terminated only pursuant to a plan of termination approved by 80  
 927 percent of the total voting interests of the association and the  
 928 holders of 80 percent of the original principal amount of  
 929 outstanding recorded mortgage liens of timeshare estates in the  
 930 condominium, unless the declaration provides for a lower voting  
 931 percentage.

932 (c) Notwithstanding paragraph (a), a condominium that  
 933 includes units and timeshare estates where the improvements have  
 934 been totally destroyed or demolished may be terminated pursuant  
 935 to a plan of termination proposed by a unit owner upon the  
 936 filing of a petition in court seeking equitable relief. Within  
 937 10 days after the filing of a petition as provided in this  
 938 paragraph and in lieu of the requirements of paragraph (15) (a),  
 939 the petitioner shall record the proposed plan of termination and  
 940 mail a copy of the proposed plan and a copy of the petition to:

941 1. If the association has not been dissolved as a matter  
 942 of law, each member of the board of directors of the association  
 943 identified in the most recent annual report filed with the  
 944 Department of State and the registered agent of the association;

945 2. The managing entity as defined in s. 721.05(22);

946 3. Each unit owner and each timeshare estate owner at the  
 947 address reflected in the official records of the association,  
 948 or, if the association records cannot be obtained by the  
 949 petitioner, each unit owner and each timeshare estate owner at  
 950 the address listed in the office of the tax collector for tax  
 951 notices; and

952 4. Each holder of a recorded mortgage lien affecting a

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

953 unit or timeshare estate at the address appearing on the  
 954 recorded mortgage or any recorded assignment thereof.  
 955  
 956 The association, if it has not been dissolved as a matter of  
 957 law, acting as class representative, or the managing entity as  
 958 defined in s. 721.05(22), any unit owner, any timeshare estate  
 959 owner, or any holder of a recorded mortgage lien affecting a  
 960 unit or timeshare estate may intervene in the proceedings to  
 961 contest the proposed plan of termination brought pursuant to  
 962 this paragraph. The provisions of subsection (9), to the extent  
 963 inconsistent with this paragraph, and subsection (16) are not  
 964 applicable to a party contesting a plan of termination under  
 965 this paragraph. If no party intervenes to contest the proposed  
 966 plan within 45 days after the filing of the petition, the  
 967 petitioner may move the court to enter a final judgment to  
 968 authorize implementation of the plan of termination. If a party  
 969 timely intervenes to contest the proposed plan, the plan may not  
 970 be implemented until a final judgment has been entered by the  
 971 court finding that the proposed plan of termination is fair and  
 972 reasonable and authorizing implementation of the plan.

973 (3) OPTIONAL TERMINATION.—Except as provided in subsection  
 974 (2) or unless the declaration provides for a lower percentage,  
 975 the condominium form of ownership ~~of the property~~ may be  
 976 terminated for all or a portion of the condominium property  
 977 pursuant to a plan of termination approved by at least 80  
 978 percent of the total voting interests of the condominium if no  
 979 ~~not~~ more than 10 percent of the total voting interests of the  
 980 condominium have rejected the plan of termination by negative

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

981 | vote or by providing written objections ~~thereto~~. This subsection  
 982 | does not apply to condominiums in which 75 percent or more of  
 983 | the units are timeshare units.

984 |       (4) EXEMPTION.—A plan of termination is not an amendment  
 985 | subject to s. 718.110(4). In a partial termination, a plan of  
 986 | termination is not an amendment subject to s. 718.110(4) if the  
 987 | ownership share of the common elements of a surviving unit in  
 988 | the condominium remains in the same proportion to the surviving  
 989 | units as it was before the partial termination.

990 |       (11) PLAN OF TERMINATION; OPTIONAL PROVISIONS; CONDITIONAL  
 991 | TERMINATION.—

992 |       (a) The plan of termination may provide that each unit  
 993 | owner retains the exclusive right of possession to the portion  
 994 | of the real estate which ~~that~~ formerly constituted the unit if,  
 995 | ~~in which case~~ the plan specifies ~~must specify~~ the conditions of  
 996 | possession. In a partial termination, the plan of termination as  
 997 | specified in subsection (10) must also identify the units that  
 998 | survive the partial termination and provide that such units  
 999 | remain in the condominium form of ownership pursuant to an  
 1000 | amendment to the declaration of condominium or an amended and  
 1001 | restated declaration. In a partial termination, title to the  
 1002 | surviving units and common elements that remain part of the  
 1003 | condominium property specified in the plan of termination remain  
 1004 | vested in the ownership shown in the public records and do not  
 1005 | vest in the termination trustee.

1006 |       (b) In a conditional termination, the plan must specify  
 1007 | the conditions for termination. A conditional plan does not vest  
 1008 | title in the termination trustee until the plan and a

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1009 certificate executed by the association with the formalities of  
 1010 a deed, confirming that the conditions in the conditional plan  
 1011 have been satisfied or waived by the requisite percentage of the  
 1012 voting interests, have been recorded. In a partial termination,  
 1013 the plan does not vest title to the surviving units or common  
 1014 elements that remain part of the condominium property in the  
 1015 termination trustee.

1016 (12) ALLOCATION OF PROCEEDS OF SALE OF CONDOMINIUM  
 1017 PROPERTY.—

1018 (a) Unless the declaration expressly provides for the  
 1019 allocation of the proceeds of sale of condominium property, the  
 1020 plan of termination must first apportion the proceeds between  
 1021 the aggregate value of all units and the value of the common  
 1022 elements, based on their respective fair market values  
 1023 immediately before the termination, as determined by one or more  
 1024 independent appraisers selected by the association or  
 1025 termination trustee. In a partial termination, the aggregate  
 1026 values of the units and common elements that are being  
 1027 terminated must be separately determined, and the plan of  
 1028 termination must specify the allocation of the proceeds of sale  
 1029 for the units and common elements.

1030 (d) Liens that encumber a unit shall be transferred to the  
 1031 proceeds of sale of the condominium property and the proceeds of  
 1032 sale or other distribution of association property, common  
 1033 surplus, or other association assets attributable to such unit  
 1034 in their same priority. In a partial termination, liens that  
 1035 encumber a unit being terminated must be transferred to the  
 1036 proceeds of sale of that portion of the condominium property

ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1037 being terminated which are attributable to such unit. The  
 1038 proceeds of any sale of condominium property pursuant to a plan  
 1039 of termination may not be deemed to be common surplus or  
 1040 association property.

1041 (14) TITLE VESTED IN TERMINATION TRUSTEE.—If termination  
 1042 is pursuant to a plan of termination under subsection (2) or  
 1043 subsection (3), ~~the unit owners' rights and title to as tenants~~  
 1044 ~~in common in undivided interests in~~ the condominium property  
 1045 being terminated vests ~~vest~~ in the termination trustee when the  
 1046 plan is recorded or at a later date specified in the plan. The  
 1047 unit owners thereafter become the beneficiaries of the proceeds  
 1048 realized from the plan of termination as set forth in the plan.  
 1049 The termination trustee may deal with the condominium property  
 1050 being terminated or any interest therein if the plan confers on  
 1051 the trustee the authority to protect, conserve, manage, sell, or  
 1052 dispose of the condominium property. The trustee, on behalf of  
 1053 the unit owners, may contract for the sale of real property  
 1054 being terminated, but the contract is not binding on the unit  
 1055 owners until the plan is approved pursuant to subsection (2) or  
 1056 subsection (3).

1057 (17) DISTRIBUTION.—

1058 (a) Following termination of the condominium, the  
 1059 condominium property, association property, common surplus, and  
 1060 other assets of the association shall be held by the termination  
 1061 trustee pursuant to the plan of termination, as trustee for unit  
 1062 owners and holders of liens on the units, in their order of  
 1063 priority unless otherwise set forth in the plan of termination.

1064 (18) ASSOCIATION STATUS.—The termination of a condominium

ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1065 does not change the corporate status of the association that  
 1066 operated the condominium property. The association continues to  
 1067 exist to conclude its affairs, prosecute and defend actions by  
 1068 or against it, collect and discharge obligations, dispose of and  
 1069 convey its property, and collect and divide its assets, but not  
 1070 to act except as necessary to conclude its affairs. In a partial  
 1071 termination, the association may continue as the condominium  
 1072 association for the property that remains subject to the  
 1073 declaration of condominium.

1074 (19) CREATION OF ANOTHER CONDOMINIUM.—The termination or  
 1075 partial termination of a condominium does not bar the filing of  
 1076 a new declaration of condominium ~~or an amended and restated~~  
 1077 ~~declaration of condominium~~ by the termination trustee, or the  
 1078 trustee's successor in interest, for the terminated property or  
 1079 ~~affecting any portion thereof of the same property.~~ The partial  
 1080 termination of a condominium may provide for the simultaneous  
 1081 filing of an amendment to the declaration of condominium or an  
 1082 amended and restated declaration of condominium by the  
 1083 condominium association for any portion of the property not  
 1084 terminated from the condominium form of ownership.

1085 Section 8. Subsections (3), (4), and (5) of section  
 1086 718.303, Florida Statutes, are amended, and subsection (6) is  
 1087 added to that section, to read:

1088 718.303 Obligations of owners and occupants; remedies.—

1089 (3) ~~If a unit owner is delinquent for more than 90 days in~~  
 1090 ~~paying a monetary obligation due to the association, the~~  
 1091 ~~association may suspend the right of a unit owner or a unit's~~  
 1092 ~~occupant, licensee, or invitee to use common elements, common~~

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1093 ~~facilities, or any other association property until the monetary~~  
 1094 ~~obligation is paid. This subsection does not apply to limited~~  
 1095 ~~common elements intended to be used only by that unit, common~~  
 1096 ~~elements that must be used to access the unit, utility services~~  
 1097 ~~provided to the unit, parking spaces, or elevators. The~~  
 1098 association may ~~also~~ levy reasonable fines for the failure of  
 1099 the owner of the unit~~,~~ or its occupant, licensee, or invitee~~,~~ to  
 1100 comply with any provision of the declaration, the association  
 1101 bylaws, or reasonable rules of the association. A fine may ~~does~~  
 1102 not become a lien against a unit. ~~A fine may not exceed \$100 per~~  
 1103 ~~violation. However,~~ A fine may be levied on the basis of each  
 1104 day of a continuing violation, with a single notice and  
 1105 opportunity for hearing. However, the fine may not exceed \$100  
 1106 per violation, or \$1,000 in the aggregate ~~exceed \$1,000.~~

1107 (a) An association may suspend, for a reasonable period of  
 1108 time, the right of a unit owner, or a unit owner's tenant,  
 1109 guest, or invitee, to use the common elements, common  
 1110 facilities, or any other association property for failure to  
 1111 comply with any provision of the declaration, the association  
 1112 bylaws, or reasonable rules of the association.

1113 (b) A fine or suspension may not be imposed ~~levied and a~~  
 1114 ~~suspension may not be imposed~~ unless the association first  
 1115 provides at least 14 days' written notice and an opportunity for  
 1116 a hearing to the unit owner and, if applicable, its occupant,  
 1117 licensee, or invitee. The hearing must be held before a  
 1118 committee of other unit owners who are neither board members nor  
 1119 persons residing in a board member's household. If the committee  
 1120 does not agree ~~with the fine or suspension,~~ the fine or



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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1121 suspension may not be ~~levied or~~ imposed.

1122 (4) If a unit owner is more than 90 days delinquent in  
 1123 paying a monetary obligation due to the association, the  
 1124 association may suspend the right of the unit owner or the  
 1125 unit's occupant, licensee, or invitee to use common elements,  
 1126 common facilities, or any other association property until the  
 1127 monetary obligation is paid in full. This subsection does not  
 1128 apply to limited common elements intended to be used only by  
 1129 that unit, common elements needed to access the unit, utility  
 1130 services provided to the unit, parking spaces, or elevators. The  
 1131 notice and hearing requirements under subsection (3) do not  
 1132 apply to suspensions imposed under this subsection.

1133 ~~(4) The notice and hearing requirements of subsection (3)~~  
 1134 ~~do not apply to the imposition of suspensions or fines against a~~  
 1135 ~~unit owner or a unit's occupant, licensee, or invitee because of~~  
 1136 ~~failing to pay any amounts due the association. If such a fine~~  
 1137 ~~or suspension is imposed, the association must levy the fine or~~  
 1138 ~~impose a reasonable suspension at a properly noticed board~~  
 1139 ~~meeting, and after the imposition of such fine or suspension,~~  
 1140 ~~the association must notify the unit owner and, if applicable,~~  
 1141 ~~the unit's occupant, licensee, or invitee by mail or hand~~  
 1142 ~~delivery.~~

1143 (5) An association may ~~also~~ suspend the voting rights of a  
 1144 unit or member due to nonpayment of any monetary obligation due  
 1145 to the association which is more than 90 days delinquent. A  
 1146 voting interest or consent right allocated to a unit or member  
 1147 which has been suspended by the association may not be counted  
 1148 towards the total number of voting interests necessary to

ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1149 constitute a quorum, the number of voting interests required to  
 1150 conduct an election, or the number of voting interests required  
 1151 to approve an action under this chapter or pursuant to the  
 1152 declaration, articles of incorporation, or bylaws. The  
 1153 suspension ends upon full payment of all obligations currently  
 1154 due or overdue the association. The notice and hearing  
 1155 requirements under subsection (3) do not apply to a suspension  
 1156 imposed under this subsection.

1157 (6) All suspensions imposed pursuant to subsection (4) or  
 1158 subsection (5) must be approved at a properly noticed board  
 1159 meeting. Upon approval, the association must notify the unit  
 1160 owner and, if applicable, the unit's occupant, licensee, or  
 1161 invitee by mail or hand delivery.

1162 Section 9. Section 718.703, Florida Statutes, is amended  
 1163 to read:

1164 718.703 Definitions.—As used in this part, the term:

1165 (1) "Bulk assignee" means a person who is not a bulk buyer  
 1166 and who:

1167 (a) Acquires more than seven condominium parcels in a  
 1168 single condominium as set forth in s. 718.707; and

1169 (b) Receives an assignment of any of the developer rights,  
 1170 other than or in addition to those rights described in  
 1171 subsection (2), ~~some or all of the rights of the developer~~ as  
 1172 set forth in the declaration of condominium or this chapter: ~~by~~

1173 1. By a written instrument recorded as part of or as an  
 1174 exhibit to the deed; ~~or as~~

1175 2. By a separate instrument recorded in the public records  
 1176 of the county in which the condominium is located; or

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1177 3. Pursuant to a final judgment or certificate of title  
 1178 issued in favor of a purchaser at a foreclosure sale.

1180 A mortgagee or its assignee may not be deemed a bulk assignee or  
 1181 a developer by reason of the acquisition of condominium units  
 1182 and receipt of an assignment of some or all of a developer  
 1183 rights unless the mortgagee or its assignee exercises any of the  
 1184 developer rights other than those described in subsection (2).

1185 (2) "Bulk buyer" means a person who acquires more than  
 1186 seven condominium parcels in a single condominium as set forth  
 1187 in s. 718.707, but who does not receive an assignment of any  
 1188 developer rights, or receives only some or all of the following  
 1189 rights: ~~other than~~

1190 (a) The right to conduct sales, leasing, and marketing  
 1191 activities within the condominium;

1192 (b) The right to be exempt from the payment of working  
 1193 capital contributions to the condominium association arising out  
 1194 of, or in connection with, the bulk buyer's acquisition of the a  
 1195 bulk number of units; and

1196 (c) The right to be exempt from any rights of first  
 1197 refusal which may be held by the condominium association and  
 1198 would otherwise be applicable to subsequent transfers of title  
 1199 from the bulk buyer to a third party purchaser concerning one or  
 1200 more units.

1201 Section 10. Section 718.704, Florida Statutes, is amended  
 1202 to read:

1203 718.704 Assignment and assumption of developer rights by  
 1204 bulk assignee; bulk buyer.—

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1205 (1) A bulk assignee is deemed to have assumed ~~assumes~~ and  
 1206 is liable for all duties and responsibilities of the developer  
 1207 under the declaration and this chapter upon its acquisition of  
 1208 title to units and continuously thereafter, except that it is  
 1209 not liable for:

1210 (a) Warranties of the developer under s. 718.203(1) or s.  
 1211 718.618, except as expressly provided by the bulk assignee in a  
 1212 prospectus or offering circular, or the contract for purchase  
 1213 and sale executed with a purchaser, or for design, construction,  
 1214 development, or repair work performed by or on behalf of the  
 1215 ~~such~~ bulk assignee.~~†~~

1216 (b) The obligation to:

1217 1. Fund converter reserves under s. 718.618 for a unit  
 1218 that was not acquired by the bulk assignee; or

1219 2. Provide implied ~~converter~~ warranties on any portion of  
 1220 the condominium property except as expressly provided by the  
 1221 bulk assignee in a prospectus or offering circular, or the  
 1222 contract for purchase and sale executed with a purchaser, or for  
 1223 ~~and pertaining to any~~ design, construction, development, or  
 1224 repair work performed by or on behalf of the bulk assignee.~~†~~

1225 (c) The requirement to provide the association with a  
 1226 cumulative audit of the association's finances from the date of  
 1227 formation of the condominium association as required by s.  
 1228 718.301(4)(c). However, the bulk assignee must provide an audit  
 1229 for the period during which the bulk assignee elects or appoints  
 1230 a majority of the members of the board of administration.~~†~~

1231 (d) Any liability arising out of or in connection with  
 1232 actions taken by the board of administration or the developer-

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1233 appointed directors before the bulk assignee elects or appoints  
 1234 a majority of the members of the board of administration. ~~and~~

1235 (e) Any liability for or arising out of the developer's  
 1236 failure to fund previous assessments or to resolve budgetary  
 1237 deficits in relation to a developer's right to guarantee  
 1238 assessments, except as otherwise provided in subsection (2).

1239  
 1240 The bulk assignee is ~~also~~ responsible only for delivering  
 1241 documents and materials in accordance with s. 718.705(3). A bulk  
 1242 assignee may expressly assume some or all of the developer  
 1243 obligations ~~of the developer~~ described in paragraphs (a)-(e).

1244 (2) A bulk assignee assigned the developer right ~~receiving~~  
 1245 ~~the assignment of the rights of the developer~~ to guarantee the  
 1246 level of assessments and fund budgetary deficits pursuant to s.  
 1247 718.116 assumes and is liable for all obligations of the  
 1248 developer with respect to such guarantee upon its acquisition of  
 1249 title to the units and continuously thereafter, including any  
 1250 applicable funding of reserves to the extent required by law,  
 1251 for as long as the guarantee remains in effect. A bulk assignee  
 1252 not receiving such assignment, or a bulk buyer, does not assume  
 1253 and is not liable for the obligations of the developer with  
 1254 respect to such guarantee, but is responsible for payment of  
 1255 assessments due on or after acquisition of the units in the same  
 1256 manner as all other owners of condominium parcels or as  
 1257 otherwise provided in s. 718.116.

1258 (3) A bulk buyer is liable for the duties and  
 1259 responsibilities of a ~~the~~ developer under the declaration and  
 1260 this chapter only to the extent that such ~~provided in this part,~~

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1261 ~~together with any other~~ duties or responsibilities are of the  
 1262 ~~developer~~ expressly assumed in writing by the bulk buyer.

1263 (4) An acquirer of condominium parcels is not a bulk  
 1264 assignee or a bulk buyer if the transfer to such acquirer was  
 1265 made:

1266 (a) Before the effective date of this part;

1267 (b) With the intent to hinder, delay, or defraud any  
 1268 purchaser, unit owner, or the association; or ~~if the acquirer~~  
 1269 ~~is~~

1270 (c) By a person who would be considered an insider under  
 1271 s. 726.102(7).

1272 (5) An assignment of developer rights to a bulk assignee  
 1273 may be made by a ~~the~~ developer, a previous bulk assignee, a  
 1274 mortgagee or assignee who has acquired title to the units and  
 1275 received an assignment of rights, or a court acting on behalf of  
 1276 the developer or the previous bulk assignee if such developer  
 1277 rights are held by the predecessor in title to the bulk  
 1278 assignee. At any particular time, there may not be ~~no~~ more than  
 1279 one bulk assignee within a condominium; however, ~~but~~ there may  
 1280 be more than one bulk buyer. If more than one acquirer of  
 1281 condominium parcels in the same condominium receives an  
 1282 assignment of developer rights in addition to those rights  
 1283 described in s. 718.703(2) ~~from the same person,~~ the bulk  
 1284 assignee is the acquirer whose instrument of assignment is  
 1285 recorded first in the public records of the county in which the  
 1286 condominium is located, and any subsequent purported bulk  
 1287 assignee may still qualify as a bulk buyer.

1288 Section 11. Subsections (1) and (3) of section 718.705,

ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1289 Florida Statutes, are amended to read:  
 1290 718.705 Board of administration; transfer of control.—  
 1291 (1) If, at the time the bulk assignee acquires title to  
 1292 the units and receives an assignment of developer rights, the  
 1293 developer has not relinquished control of the board of  
 1294 administration, for purposes of determining the timing for  
 1295 transfer of control of the board of administration of the  
 1296 association ~~to unit owners other than the developer under s.~~  
 1297 ~~718.301(1)(a) and (b), if a bulk assignee is entitled to elect a~~  
 1298 ~~majority of the members of the board,~~ a condominium parcel  
 1299 acquired by the bulk assignee is not deemed to be conveyed to a  
 1300 purchaser, or owned by an owner other than the developer, until  
 1301 the condominium parcel is conveyed to an owner who is not a bulk  
 1302 assignee.  
 1303 (3) If a bulk assignee relinquishes control of the board  
 1304 of administration as set forth in s. 718.301, the bulk assignee  
 1305 must deliver all of those items required by s. 718.301(4).  
 1306 However, the bulk assignee is not required to deliver items and  
 1307 documents not in the possession of the bulk assignee if some  
 1308 items were or should have been in existence before the bulk  
 1309 assignee's acquisition of the units ~~during the period during~~  
 1310 ~~which the bulk assignee was entitled to elect at least a~~  
 1311 ~~majority of the members of the board of administration.~~ In  
 1312 conjunction with the acquisition of units ~~condominium parcels,~~ a  
 1313 bulk assignee shall undertake a good faith effort to obtain the  
 1314 documents and materials that must be provided to the association  
 1315 pursuant to s. 718.301(4). If the bulk assignee is not able to  
 1316 obtain ~~all of~~ such documents and materials, the bulk assignee

ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1317 must certify in writing to the association the names or  
 1318 descriptions of the documents and materials that were not  
 1319 obtainable by the bulk assignee. Delivery of the certificate  
 1320 relieves the bulk assignee of responsibility for delivering the  
 1321 documents and materials referenced in the certificate as  
 1322 otherwise required under ss. 718.112 and 718.301 and this part.  
 1323 The responsibility of the bulk assignee for the audit required  
 1324 by s. 718.301(4) commences as of the date on which the bulk  
 1325 assignee elected or appointed a majority of the members of the  
 1326 board of administration.

1327 Section 12. Section 718.706, Florida Statutes, is amended  
 1328 to read:

1329 718.706 Specific provisions pertaining to offering of  
 1330 units by a bulk assignee or bulk buyer.—

1331 (1) Before offering more than seven ~~any~~ units in a single  
 1332 condominium for sale or for lease for a term exceeding 5 years,  
 1333 a bulk assignee or a bulk buyer must file the following  
 1334 documents with the division and provide such documents to a  
 1335 prospective purchaser or tenant:

1336 (a) An updated prospectus or offering circular, or a  
 1337 supplement to the prospectus or offering circular, filed by the  
 1338 original developer prepared in accordance with s. 718.504, which  
 1339 must include the form of contract for sale and for lease in  
 1340 compliance with s. 718.503(2);

1341 (b) An updated Frequently Asked Questions and Answers  
 1342 sheet;

1343 (c) The executed escrow agreement if required under s.  
 1344 718.202; and



ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1345 (d) The financial information required by s. 718.111(13).  
 1346 However, if a financial information report did ~~does~~ not exist  
 1347 ~~for the fiscal year~~ before the acquisition of title by the bulk  
 1348 assignee or bulk buyer, and if ~~or~~ accounting records that ~~cannot~~  
 1349 ~~be obtained in good faith by the bulk assignee or the bulk buyer~~  
 1350 ~~which would~~ permit preparation of the required financial  
 1351 information report for that period cannot be obtained despite  
 1352 good faith efforts by the bulk assignee or the bulk buyer, the  
 1353 bulk assignee or bulk buyer is excused from the requirement of  
 1354 this paragraph. However, the bulk assignee or bulk buyer must  
 1355 include in the purchase contract the following statement in  
 1356 conspicuous type:

1357  
 1358 ALL OR A PORTION OF THE FINANCIAL INFORMATION REPORT  
 1359 REQUIRED UNDER S. 718.111(13) FOR THE TIME PERIOD  
 1360 BEFORE THE SELLER'S ACQUISITION OF THE UNIT  
 1361 ~~IMMEDIATELY PRECEDING FISCAL YEAR OF THE ASSOCIATION~~  
 1362 IS NOT AVAILABLE OR CANNOT BE OBTAINED DESPITE THE  
 1363 GOOD FAITH EFFORTS OF ~~CREATED BY THE SELLER DUE TO THE~~  
 1364 ~~INSUFFICIENT ACCOUNTING RECORDS OF THE ASSOCIATION.~~

1365  
 1366 (2) Before offering more than seven ~~any~~ units in a single  
 1367 condominium for sale or for lease for a term exceeding 5 years,  
 1368 a bulk assignee or a bulk buyer must file with the division and  
 1369 provide to a prospective purchaser or tenant under a lease for a  
 1370 term exceeding 5 years a disclosure statement that includes, but  
 1371 is not limited to:

1372 (a) A description of any ~~rights~~ of the developer rights

ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1373 that ~~developer which~~ have been assigned to the bulk assignee or  
 1374 bulk buyer;

1375 (b) The following statement in conspicuous type:

1376  
 1377 THE SELLER IS NOT OBLIGATED FOR ANY WARRANTIES OF THE  
 1378 DEVELOPER UNDER S. 718.203(1) OR S. 718.618, AS  
 1379 APPLICABLE, EXCEPT FOR DESIGN, CONSTRUCTION,  
 1380 DEVELOPMENT, OR REPAIR WORK PERFORMED BY OR ON BEHALF  
 1381 OF THE SELLER; and

1382  
 1383 (c) If the condominium is a conversion subject to part VI,  
 1384 the following statement in conspicuous type:

1385  
 1386 THE SELLER HAS NO OBLIGATION TO FUND CONVERTER  
 1387 RESERVES OR TO PROVIDE CONVERTER WARRANTIES UNDER S.  
 1388 718.618 ON ANY PORTION OF THE CONDOMINIUM PROPERTY  
 1389 EXCEPT AS ~~MAY BE~~ EXPRESSLY REQUIRED OF THE SELLER IN  
 1390 THE CONTRACT FOR PURCHASE AND SALE EXECUTED BY THE  
 1391 SELLER AND THE PREVIOUS DEVELOPER AND PERTAINING TO  
 1392 ANY DESIGN, CONSTRUCTION, DEVELOPMENT, OR REPAIR WORK  
 1393 PERFORMED BY OR ON BEHALF OF THE SELLER.

1394  
 1395 (3) A bulk assignee, while ~~it is~~ in control of the board  
 1396 of administration of the association, may not authorize, on  
 1397 behalf of the association:

1398 (a) The waiver of reserves or the reduction of funding of  
 1399 the reserves pursuant to s. 718.112(2)(f)2., unless approved by  
 1400 a majority of the voting interests not controlled by the

ENROLLED

CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1401 developer, bulk assignee, and bulk buyer; or  
 1402 (b) The use of reserve expenditures for other purposes  
 1403 pursuant to s. 718.112(2)(f)3., unless approved by a majority of  
 1404 the voting interests not controlled by the developer, bulk  
 1405 assignee, and bulk buyer.

1406 (4) A bulk assignee or a bulk buyer must comply with ~~all~~  
 1407 ~~the requirements of~~ s. 718.302 regarding any contracts entered  
 1408 into by the association during the period the bulk assignee or  
 1409 bulk buyer maintains control of the board of administration.  
 1410 Unit owners shall be provided ~~afforded~~ all of the rights and ~~the~~  
 1411 ~~protections contained in s. 718.302 regarding agreements entered~~  
 1412 ~~into by the association~~ which are under the control of ~~before~~  
 1413 ~~unit owners other than the developer, bulk assignee, or bulk~~  
 1414 ~~buyer elected a majority of the board of administration.~~

1415 (5) Notwithstanding any other provision of this part, a  
 1416 bulk assignee or a bulk buyer is not required to comply with the  
 1417 filing or disclosure requirements of subsections (1) and (2) if  
 1418 all of the units owned by the bulk assignee or bulk buyer are  
 1419 offered and conveyed to a single purchaser in a single  
 1420 transaction. ~~A bulk buyer must comply with the requirements~~  
 1421 ~~contained in the declaration regarding any transfer of a unit,~~  
 1422 ~~including sales, leases, and subleases. A bulk buyer is not~~  
 1423 ~~entitled to any exemptions afforded a developer or successor~~  
 1424 ~~developer under this chapter regarding the transfer of a unit,~~  
 1425 ~~including sales, leases, or subleases.~~

1426 Section 13. Section 718.707, Florida Statutes, is amended  
 1427 to read:

1428 718.707 Time limitation for classification as bulk

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1429 assignee or bulk buyer.—A person acquiring condominium parcels  
 1430 may not be classified as a bulk assignee or bulk buyer unless  
 1431 the condominium parcels were acquired on or after July 1, 2010,  
 1432 but before July 1, 2012. The date of such acquisition shall be  
 1433 determined by the date of recording ~~of~~ a deed or other  
 1434 instrument of conveyance for such parcels in the public records  
 1435 of the county in which the condominium is located, or by the  
 1436 date of issuing ~~issuance of~~ a certificate of title in a  
 1437 foreclosure proceeding with respect to such condominium parcels.

1438 Section 14. Subsections (3), (4), and (10) of section  
 1439 719.108, Florida Statutes, are amended to read:

1440 719.108 Rents and assessments; liability; lien and  
 1441 priority; interest; collection; cooperative ownership.—

1442 (3) Rents and assessments, and installments on them, not  
 1443 paid when due bear interest at the rate provided in the  
 1444 cooperative documents from the date due until paid. This rate  
 1445 may not exceed the rate allowed by law~~7~~ and, if a rate is not  
 1446 provided in the cooperative documents, ~~interest~~ accrues at 18  
 1447 percent per annum. If the cooperative documents or bylaws so  
 1448 provide, the association may charge an administrative late fee  
 1449 in addition to such interest, ~~in an amount~~ not to exceed the  
 1450 greater of \$25 or 5 percent of each installment of the  
 1451 assessment for each delinquent installment that the payment is  
 1452 late. Any payment received by an association must be applied  
 1453 first to any interest accrued by the association, then to any  
 1454 administrative late fee, then to any costs and reasonable  
 1455 attorney's fees incurred in collection, and then to the  
 1456 delinquent assessment. The foregoing applies notwithstanding any

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1457 restrictive endorsement, designation, or instruction placed on  
 1458 or accompanying a payment. A late fee is not subject to chapter  
 1459 687 or s. 719.303 (4) ~~(3)~~.

1460 (4) The association has a lien on each cooperative parcel  
 1461 for any unpaid rents and assessments, plus interest, and any  
 1462 authorized administrative late fees, ~~and any reasonable costs~~  
 1463 ~~for collection services for which the association has contracted~~  
 1464 ~~against the unit owner of the cooperative parcel~~. If authorized  
 1465 by the cooperative documents, the lien also secures reasonable  
 1466 attorney's fees incurred by the association incident to the  
 1467 collection of the rents and assessments or enforcement of such  
 1468 lien. The lien is effective from and after recording a claim of  
 1469 lien in the public records in the county in which the  
 1470 cooperative parcel is located which states the description of  
 1471 the cooperative parcel, the name of the unit owner, the amount  
 1472 due, and the due dates. The lien expires if a claim of lien is  
 1473 not filed within 1 year after the date the assessment was due,  
 1474 and the lien does not continue for longer than 1 year after the  
 1475 claim of lien has been recorded unless, within that time, an  
 1476 action to enforce the lien is commenced. Except as otherwise  
 1477 provided in this chapter, a lien may not be filed by the  
 1478 association against a cooperative parcel until 30 days after the  
 1479 date on which a notice of intent to file a lien has been  
 1480 delivered to the owner.

1481 (a) The notice must be sent to the unit owner at the  
 1482 address of the unit by first-class United States mail and:

1483 1. If the most recent address of the unit owner on the  
 1484 records of the association is the address of the unit, the

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1485 notice must be sent by registered or certified mail, return  
 1486 receipt requested, to the unit owner at the address of the unit.

1487 2. If the most recent address of the unit owner on the  
 1488 records of the association is in the United States, but is not  
 1489 the address of the unit, the notice must be sent by registered  
 1490 or certified mail, return receipt requested, to the unit owner  
 1491 at his or her most recent address.

1492 3. If the most recent address of the unit owner on the  
 1493 records of the association is not in the United States, the  
 1494 notice must be sent by first-class United States mail to the  
 1495 unit owner at his or her most recent address.

1496 (b) A notice that is sent pursuant to this subsection is  
 1497 deemed delivered upon mailing.

1498 (10) (a) If the unit is occupied by a tenant and the unit  
 1499 owner is delinquent in paying any monetary obligation due to the  
 1500 association, the association may make a written demand that the  
 1501 tenant pay to the association the subsequent rental payments  
 1502 ~~future monetary obligations related to the cooperative share to~~  
 1503 ~~the association and~~ continue to the tenant must make such  
 1504 payments until all monetary obligations of the unit owner  
 1505 related to the unit have been paid in full to the association  
 1506 ~~payment. The demand is continuing in nature, and upon demand,~~  
 1507 The tenant must pay the monetary obligations to the association  
 1508 until the association releases the tenant or the tenant  
 1509 discontinues tenancy in the unit.

1510 1. The association must provide the tenant a notice, by  
 1511 hand delivery or United States mail, in substantially the  
 1512 following form:

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1513  
 1514           Pursuant to section 719.108(10), Florida  
 1515 Statutes, we demand that you make your rent payments  
 1516 directly to the cooperative association and continue  
 1517 doing so until the association notifies you otherwise.

1518           Payment due the cooperative association may be in  
 1519 the same form as you paid your landlord and must be  
 1520 sent by United States mail or hand delivery to  
 1521 ...(full address)..., payable to ...(name)....

1522           Your obligation to pay your rent to the  
 1523 association begins immediately, unless you have  
 1524 already paid rent to your landlord for the current  
 1525 period before receiving this notice. In that case, you  
 1526 must provide the association written proof of your  
 1527 payment within 14 days after receiving this notice and  
 1528 your obligation to pay rent to the association would  
 1529 then begin with the next rental period.

1530           Pursuant to section 719.108(10), Florida  
 1531 Statutes, your payment of rent to the association  
 1532 gives you complete immunity from any claim for the  
 1533 rent by your landlord.

1534  
 1535           2. The association must mail written notice to the unit  
 1536 owner of the association's demand that the tenant make payments  
 1537 to the association.

1538           3. The association shall, upon request, provide the tenant  
 1539 with written receipts for payments made.

1540           4. A tenant ~~who acts in good faith in response to a~~

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1541 ~~written demand from an association~~ is immune from any claim by  
 1542 ~~from~~ the landlord or unit owner related to the rent timely paid  
 1543 to the association after the association has made written  
 1544 demand.

1545 (b)-(a) If the tenant paid ~~prepaid~~ rent to the landlord or  
 1546 unit owner for a given rental period before receiving the demand  
 1547 from the association and provides written evidence to the  
 1548 association of having paid ~~paying~~ the rent ~~to the association~~  
 1549 within 14 days after receiving the demand, the tenant shall  
 1550 begin making rental payments to the association for the  
 1551 following rental period and shall continue making ~~receive credit~~  
 1552 ~~for the prepaid rent for the applicable period and must make any~~  
 1553 ~~subsequent~~ rental payments to the association to be credited  
 1554 against the monetary obligations of the unit owner until the  
 1555 association releases the tenant or the tenant discontinues  
 1556 tenancy in the unit to the association.

1557 (c)-(b) ~~The tenant is not liable for increases in the~~  
 1558 ~~amount of the regular monetary obligations due unless the tenant~~  
 1559 ~~was notified in writing of the increase at least 10 days before~~  
 1560 ~~the date on which the rent is due.~~ The liability of the tenant  
 1561 may not exceed the amount due from the tenant to the tenant's  
 1562 landlord. The tenant's landlord shall provide the tenant a  
 1563 credit against rents due to the landlord ~~unit owner~~ in the  
 1564 amount of moneys paid to the association ~~under this section.~~

1565 (d)-(e) The association may issue notice ~~notices~~ under s.  
 1566 83.56 and ~~may~~ sue for eviction under ss. 83.59-83.625 as if the  
 1567 association were a landlord under part II of chapter 83 if the  
 1568 tenant fails to pay a required payment to the association after



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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1569 written demand has been made to the tenant. However, the  
 1570 association is not otherwise considered a landlord under chapter  
 1571 83 and specifically has no obligations ~~duties~~ under s. 83.51.

1572 (e) ~~(d)~~ The tenant does not, by virtue of payment of  
 1573 monetary obligations to the association, have any of the rights  
 1574 of a unit owner to vote in any election or to examine the books  
 1575 and records of the association.

1576 (f) ~~(e)~~ A court may supersede the effect of this subsection  
 1577 by appointing a receiver.

1578 Section 15. Subsection (3) of section 719.303, Florida  
 1579 Statutes, is amended, and subsections (4), (5), and (6) are  
 1580 added to that section, to read:

1581 719.303 Obligations of owners.—

1582 (3) ~~If the cooperative documents so provide,~~ The  
 1583 association may levy reasonable fines ~~against a unit owner~~ for  
 1584 failure of the unit owner or the unit's occupant, ~~his or her~~  
 1585 licensee, or invitee ~~or the unit's occupant~~ to comply with any  
 1586 provision of the cooperative documents or reasonable rules of  
 1587 the association. A fine may not ~~No fine shall~~ become a lien  
 1588 against a unit. ~~No fine shall exceed \$100 per violation.~~  
 1589 ~~However,~~ A fine may be levied on the basis of each day of a  
 1590 continuing violation, with a single notice and opportunity for  
 1591 hearing. However, the fine may not exceed \$100 per violation, or  
 1592 \$1,000 ~~provided that no such fine shall~~ in the aggregate ~~exceed~~  
 1593 ~~\$1,000.~~

1594 (a) An association may suspend, for a reasonable period of  
 1595 time, the right of a unit owner, or a unit owner's tenant,  
 1596 guest, or invitee, to use the common elements, common

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1597 facilities, or any other association property for failure to  
 1598 comply with any provision of the cooperative documents or  
 1599 reasonable rules of the association.

1600 (b) A ~~No~~ fine or suspension may not be imposed levied  
 1601 except after giving reasonable notice and opportunity for a  
 1602 hearing to the unit owner and, if applicable, the unit's ~~his or~~  
 1603 ~~her~~ licensee or invitee. The hearing must ~~shall~~ be held before a  
 1604 committee of other unit owners. If the committee does not agree  
 1605 with the fine or suspension, it may ~~shall~~ not be imposed levied.  
 1606 ~~This subsection does not apply to unoccupied units.~~

1607 (4) If a unit owner is more than 90 days delinquent in  
 1608 paying a monetary obligation due to the association, the  
 1609 association may suspend the right of the unit owner or the  
 1610 unit's occupant, licensee, or invitee to use common elements,  
 1611 common facilities, or any other association property until the  
 1612 monetary obligation is paid in full. This subsection does not  
 1613 apply to limited common elements intended to be used only by  
 1614 that unit, common elements needed to access the unit, utility  
 1615 services provided to the unit, parking spaces, or elevators. The  
 1616 notice and hearing requirements under subsection (3) do not  
 1617 apply to suspensions imposed under this subsection.

1618 (5) An association may suspend the voting rights of a unit  
 1619 or member due to nonpayment of any monetary obligation due to  
 1620 the association which is more than 90 days delinquent. A voting  
 1621 interest or consent right allocated to a unit or member which  
 1622 has been suspended by the association may not be counted towards  
 1623 the total number of voting interests for any purpose, including,  
 1624 but not limited to, the number of voting interests necessary to

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1625 constitute a quorum, the number of voting interests required to  
 1626 conduct an election, or the number of voting interests required  
 1627 to approve an action under this chapter or pursuant to the  
 1628 cooperative documents, articles of incorporation, or bylaws. The  
 1629 suspension ends upon full payment of all obligations currently  
 1630 due or overdue the association. The notice and hearing  
 1631 requirements under subsection (3) do not apply to a suspension  
 1632 imposed under this subsection.

1633 (6) All suspensions imposed pursuant to subsection (4) or  
 1634 subsection (5) must be approved at a properly noticed board  
 1635 meeting. Upon approval, the association must notify the unit  
 1636 owner and, if applicable, the unit's occupant, licensee, or  
 1637 invitee by mail or hand delivery.

1638 Section 16. Subsection (4) of section 720.301, Florida  
 1639 Statutes, is amended to read:

1640 720.301 Definitions.—As used in this chapter, the term:

1641 (4) "Declaration of covenants," or "declaration," means a  
 1642 recorded written instrument or instruments in the nature of  
 1643 covenants running with the land which subject ~~subjects~~ the land  
 1644 comprising the community to the jurisdiction and control of an  
 1645 association or associations in which the owners of the parcels,  
 1646 or their association representatives, must be members.

1647 Section 17. Paragraph (b) of subsection (2) and paragraph  
 1648 (c) of subsection (5) of section 720.303, Florida Statutes, are  
 1649 amended to read:

1650 720.303 Association powers and duties; meetings of board;  
 1651 official records; budgets; financial reporting; association  
 1652 funds; recalls.—

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1653 (2) BOARD MEETINGS.—  
 1654 (b) Members have the right to attend all meetings of the  
 1655 board ~~and to speak on any matter placed on the agenda by~~  
 1656 ~~petition of the voting interests for at least 3 minutes. The~~  
 1657 right to attend such meetings includes the right to speak at  
 1658 such meetings with reference to all designated items. The  
 1659 association may adopt written reasonable rules expanding the  
 1660 right of members to speak and governing the frequency, duration,  
 1661 and other manner of member statements, which rules must be  
 1662 consistent with this paragraph and may include a sign-up sheet  
 1663 for members wishing to speak. Notwithstanding any other law,  
 1664 meetings between the board or a committee and the association's  
 1665 attorney to discuss proposed or pending litigation or meetings  
 1666 of the board held for the purpose of discussing personnel  
 1667 matters are not required to be open to the members other than  
 1668 directors.

1669 (5) INSPECTION AND COPYING OF RECORDS.—The official  
 1670 records shall be maintained within the state and must be open to  
 1671 inspection and available for photocopying by members or their  
 1672 authorized agents at reasonable times and places within 10  
 1673 business days after receipt of a written request for access.  
 1674 This subsection may be complied with by having a copy of the  
 1675 official records available for inspection or copying in the  
 1676 community. If the association has a photocopy machine available  
 1677 where the records are maintained, it must provide parcel owners  
 1678 with copies on request during the inspection if the entire  
 1679 request is limited to no more than 25 pages.

1680 (c) The association may adopt reasonable written rules

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1681 governing the frequency, time, location, notice, records to be  
1682 inspected, and manner of inspections, but may not require a  
1683 parcel owner to demonstrate any proper purpose for the  
1684 inspection, state any reason for the inspection, or limit a  
1685 parcel owner's right to inspect records to less than one 8-hour  
1686 business day per month. The association may impose fees to cover  
1687 the costs of providing copies of the official records,  
1688 including, without limitation, the costs of copying. The  
1689 association may charge up to 50 cents per page for copies made  
1690 on the association's photocopier. If the association does not  
1691 have a photocopy machine available where the records are kept,  
1692 or if the records requested to be copied exceed 25 pages in  
1693 length, the association may have copies made by an outside  
1694 vendor or association management company personnel and may  
1695 charge the actual cost of copying, including any reasonable  
1696 costs involving personnel fees and charges at an hourly rate for  
1697 vendor or employee time to cover administrative costs to the  
1698 vendor or association. The association shall maintain an  
1699 adequate number of copies of the recorded governing documents,  
1700 to ensure their availability to members and prospective members.  
1701 Notwithstanding this paragraph, the following records are not  
1702 accessible to members or parcel owners:

1703 1. Any record protected by the lawyer-client privilege as  
1704 described in s. 90.502 and any record protected by the work-  
1705 product privilege, including, but not limited to, a ~~any~~ record  
1706 prepared by an association attorney or prepared at the  
1707 attorney's express direction which reflects a mental impression,  
1708 conclusion, litigation strategy, or legal theory of the attorney

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1709 or the association and which was prepared exclusively for civil  
 1710 or criminal litigation or for adversarial administrative  
 1711 proceedings or which was prepared in anticipation of such  
 1712 ~~imminent civil or criminal~~ litigation or ~~imminent adversarial~~  
 1713 ~~administrative~~ proceedings until the conclusion of the  
 1714 litigation or ~~administrative~~ proceedings.

1715 2. Information obtained by an association in connection  
 1716 with the approval of the lease, sale, or other transfer of a  
 1717 parcel.

1718 3. Personnel records of the association's employees,  
 1719 including, but not limited to, disciplinary, payroll, health,  
 1720 and insurance records. For purposes of this subparagraph, the  
 1721 term "personnel records" does not include written employment  
 1722 agreements with an association employee or budgetary or  
 1723 financial records that indicate the compensation paid to an  
 1724 association employee.

1725 4. Medical records of parcel owners or community  
 1726 residents.

1727 5. Social security numbers, driver's license numbers,  
 1728 credit card numbers, electronic mailing addresses, telephone  
 1729 numbers, facsimile numbers, emergency contact information, any  
 1730 addresses for a parcel owner other than as provided for  
 1731 association notice requirements, and other personal identifying  
 1732 information of any person, excluding the person's name, parcel  
 1733 designation, mailing address, and property address. However, an  
 1734 owner may consent in writing to the disclosure of protected  
 1735 information described in this subparagraph. The association is  
 1736 not liable for the disclosure of information that is protected

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1737 under this subparagraph if the information is included in an  
 1738 official record of the association and is voluntarily provided  
 1739 by an owner and not requested by the association.

1740 6. Any electronic security measure that is used by the  
 1741 association to safeguard data, including passwords.

1742 7. The software and operating system used by the  
 1743 association which allows the manipulation of data, even if the  
 1744 owner owns a copy of the same software used by the association.  
 1745 The data is part of the official records of the association.

1746 Section 18. Section 720.305, Florida Statutes, is amended  
 1747 to read:

1748 720.305 Obligations of members; remedies at law or in  
 1749 equity; levy of fines and suspension of use rights.—

1750 (1) Each member and the member's tenants, guests, and  
 1751 invitees, and each association, are governed by, and must comply  
 1752 with, this chapter, the governing documents of the community,  
 1753 and the rules of the association. Actions at law or in equity,  
 1754 or both, to redress alleged failure or refusal to comply with  
 1755 these provisions may be brought by the association or by any  
 1756 member against:

1757 (a) The association;

1758 (b) A member;

1759 (c) Any director or officer of an association who  
 1760 willfully and knowingly fails to comply with these provisions;  
 1761 and

1762 (d) Any tenants, guests, or invitees occupying a parcel or  
 1763 using the common areas.

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1765 The prevailing party in any such litigation is entitled to  
 1766 recover reasonable attorney's fees and costs. A member  
 1767 prevailing in an action between the association and the member  
 1768 under this section, in addition to recovering his or her  
 1769 reasonable attorney's fees, may recover additional amounts as  
 1770 determined by the court to be necessary to reimburse the member  
 1771 for his or her share of assessments levied by the association to  
 1772 fund its expenses of the litigation. This relief does not  
 1773 exclude other remedies provided by law. This section does not  
 1774 deprive any person of any other available right or remedy.

1775 (2) The association ~~If a member is delinquent for more~~  
 1776 ~~than 90 days in paying a monetary obligation due the~~  
 1777 ~~association, an association may suspend, until such monetary~~  
 1778 ~~obligation is paid, the rights of a member or a member's~~  
 1779 ~~tenants, guests, or invitees, or both, to use common areas and~~  
 1780 ~~facilities and may levy reasonable fines of up to \$100 per~~  
 1781 ~~violation, against any member or any member's tenant, guest, or~~  
 1782 ~~invitee~~ for the failure of the owner of the parcel or its  
 1783 occupant, licensee, or invitee to comply with any provision of  
 1784 the declaration, the association bylaws, or reasonable rules of  
 1785 the association. A fine may be levied for each day of a  
 1786 continuing violation, with a single notice and opportunity for  
 1787 hearing, except that the ~~a~~ fine may not exceed \$1,000 in the  
 1788 aggregate unless otherwise provided in the governing documents.  
 1789 A fine of less than \$1,000 may not become a lien against a  
 1790 parcel. In any action to recover a fine, the prevailing party is  
 1791 entitled to ~~collect its~~ reasonable attorney's fees and costs  
 1792 from the nonprevailing party as determined by the court.



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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1793           (a) An association may suspend, for a reasonable period of  
 1794 time, the right of a member, or a member's tenant, guest, or  
 1795 invitee, to use common areas and facilities for the failure of  
 1796 the owner of the parcel or its occupant, licensee, or invitee to  
 1797 comply with any provision of the declaration, the association  
 1798 bylaws, or reasonable rules of the association. ~~The provisions~~  
 1799 ~~regarding the suspension of use rights do not apply to the~~  
 1800 ~~portion of common areas that must be used to provide access to~~  
 1801 ~~the parcel or utility services provided to the parcel.~~

1802           (b)~~(a)~~ A fine or suspension may not be imposed without at  
 1803 least 14 days' notice to the person sought to be fined or  
 1804 suspended and an opportunity for a hearing before a committee of  
 1805 at least three members appointed by the board who are not  
 1806 officers, directors, or employees of the association, or the  
 1807 spouse, parent, child, brother, or sister of an officer,  
 1808 director, or employee. If the committee, by majority vote, does  
 1809 not approve a proposed fine or suspension, it may not be  
 1810 imposed. If the association imposes a fine or suspension, the  
 1811 association must provide written notice of such fine or  
 1812 suspension by mail or hand delivery to the parcel owner and, if  
 1813 applicable, to any tenant, licensee, or invitee of the parcel  
 1814 owner.

1815           (3) If a member is more than 90 days delinquent in paying  
 1816 a monetary obligation due to the association, the association  
 1817 may suspend the rights of the member, or the member's tenant,  
 1818 guest, or invitee, to use common areas and facilities until the  
 1819 monetary obligation is paid in full. This subsection does not  
 1820 apply to that portion of common areas used to provide access or

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1821 utility services to the parcel.

1822 ~~(b)~~ Suspension does ~~of common area use rights~~ do not  
 1823 impair the right of an owner or tenant of a parcel to have  
 1824 vehicular and pedestrian ingress to and egress from the parcel,  
 1825 including, but not limited to, the right to park. The notice and  
 1826 hearing requirements under subsection (2) do not apply to a  
 1827 suspension imposed under this subsection.

1828 ~~(4)(3)~~ ~~If the governing documents so provide,~~ An  
 1829 association may suspend the voting rights of a parcel or member  
 1830 for the nonpayment of any monetary obligation due to the  
 1831 association that is more than regular annual assessments that  
 1832 are delinquent in excess of 90 days delinquent. A voting  
 1833 interest or consent right allocated to a parcel or member which  
 1834 has been suspended by the association may not be counted towards  
 1835 the total number of voting interests for any purpose, including,  
 1836 but not limited to, the number of voting interests necessary to  
 1837 constitute a quorum, the number of voting interests required to  
 1838 conduct an election, or the number of voting interests required  
 1839 to approve an action under this chapter or pursuant to the  
 1840 governing documents. The notice and hearing requirements under  
 1841 subsection (2) do not apply to a suspension imposed under this  
 1842 subsection. The suspension ends upon full payment of all  
 1843 obligations currently due or overdue to the association.

1844 (5) All suspensions imposed pursuant to subsection (3) or  
 1845 subsection (4) must be approved at a properly noticed board  
 1846 meeting. Upon approval, the association must notify the parcel  
 1847 owner and, if applicable, the parcel's occupant, licensee, or  
 1848 invitee by mail or hand delivery.

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1849 Section 19. Subsection (9) of section 720.306, Florida  
 1850 Statutes, is amended to read:

1851 720.306 Meetings of members; voting and election  
 1852 procedures; amendments.—

1853 (9) (a) ELECTIONS AND BOARD VACANCIES.— Elections of  
 1854 directors must be conducted in accordance with the procedures  
 1855 set forth in the governing documents of the association. All  
 1856 members of the association are eligible to serve on the board of  
 1857 directors, and a member may nominate himself or herself as a  
 1858 candidate for the board at a meeting where the election is to be  
 1859 held or, if the election process allows voting by absentee  
 1860 ballot, in advance of the balloting. Except as otherwise  
 1861 provided in the governing documents, boards of directors must be  
 1862 elected by a plurality of the votes cast by eligible voters.

1863 (b) A person who is delinquent in the payment of any fee,  
 1864 fine, or other monetary obligation to the association for more  
 1865 than 90 days is not eligible for board membership. A person who  
 1866 has been convicted of any felony in this state or in a United  
 1867 States District or Territorial Court, or has been convicted of  
 1868 any offense in another jurisdiction which would be considered a  
 1869 felony if committed in this state, is not eligible for board  
 1870 membership unless such felon's civil rights have been restored  
 1871 for at least 5 years as of the date on which such person seeks  
 1872 election to the board. The validity of any action by the board  
 1873 is not affected if it is later determined that a member of the  
 1874 board is ineligible for board membership.

1875 (c) Any election dispute between a member and an  
 1876 association must be submitted to mandatory binding arbitration

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1877 with the division. Such proceedings must be conducted in the  
 1878 manner provided by s. 718.1255 and the procedural rules adopted  
 1879 by the division. Unless otherwise provided in the bylaws, any  
 1880 vacancy occurring on the board before the expiration of a term  
 1881 may be filled by an affirmative vote of the majority of the  
 1882 remaining directors, even if the remaining directors constitute  
 1883 less than a quorum, or by the sole remaining director. In the  
 1884 alternative, a board may hold an election to fill the vacancy,  
 1885 in which case the election procedures must conform to the  
 1886 requirements of the governing documents. Unless otherwise  
 1887 provided in the bylaws, a board member appointed or elected  
 1888 under this section is appointed for the unexpired term of the  
 1889 seat being filled. Filling vacancies created by recall is  
 1890 governed by s. 720.303(10) and rules adopted by the division.

1891 Section 20. Paragraph (d) is added to subsection (2) of  
 1892 section 720.3085, Florida Statutes, and paragraph (a) of  
 1893 subsection (1) and subsections (3) and (8) of that section are  
 1894 amended, to read:

1895 720.3085 Payment for assessments; lien claims.—

1896 (1) When authorized by the governing documents, the  
 1897 association has a lien on each parcel to secure the payment of  
 1898 assessments and other amounts provided for by this section.  
 1899 Except as otherwise set forth in this section, the lien is  
 1900 effective from and shall relate back to the date on which the  
 1901 original declaration of the community was recorded. However, as  
 1902 to first mortgages of record, the lien is effective from and  
 1903 after recording of a claim of lien in the public records of the  
 1904 county in which the parcel is located. This subsection does not

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1905 bestow upon any lien, mortgage, or certified judgment of record  
 1906 on July 1, 2008, including the lien for unpaid assessments  
 1907 created in this section, a priority that, by law, the lien,  
 1908 mortgage, or judgment did not have before July 1, 2008.

1909 (a) To be valid, a claim of lien must state the  
 1910 description of the parcel, the name of the record owner, the  
 1911 name and address of the association, the assessment amount due,  
 1912 and the due date. The claim of lien secures ~~shall secure~~ all  
 1913 unpaid assessments that are due and that may accrue subsequent  
 1914 to the recording of the claim of lien and before entry of a  
 1915 certificate of title, as well as interest, late charges, and  
 1916 reasonable costs and attorney's fees incurred by the association  
 1917 incident to the collection process. The person making ~~the~~  
 1918 payment is entitled to a satisfaction of the lien upon payment  
 1919 in full.

1920 (2)

1921 (d) An association, or its successor or assignee, that  
 1922 acquires title to a parcel through the foreclosure of its lien  
 1923 for assessments is not liable for any unpaid assessments, late  
 1924 fees, interest, or reasonable attorney's fees and costs that  
 1925 came due before the association's acquisition of title in favor  
 1926 of any other association, as defined in s. 718.103(2) or s.  
 1927 720.301(9), which holds a superior lien interest on the parcel.  
 1928 This paragraph is intended to clarify existing law.

1929 (3) Assessments and installments on assessments that are  
 1930 not paid when due bear interest from the due date until paid at  
 1931 the rate provided in the declaration of covenants or the bylaws  
 1932 of the association, which rate may not exceed the rate allowed

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1933 by law. If no rate is provided in the declaration or bylaws,  
 1934 interest accrues at the rate of 18 percent per year.

1935 (a) If the declaration or bylaws so provide, the  
 1936 association may also charge an administrative late fee ~~in an~~  
 1937 ~~amount~~ not to exceed the greater of \$25 or 5 percent of the  
 1938 amount of each installment that is paid past the due date.

1939 (b) Any payment received by an association and accepted  
 1940 shall be applied first to any interest accrued, then to any  
 1941 administrative late fee, then to any costs and reasonable  
 1942 attorney's fees incurred in collection, and then to the  
 1943 delinquent assessment. This paragraph applies notwithstanding  
 1944 any restrictive endorsement, designation, or instruction placed  
 1945 on or accompanying a payment. A late fee is not subject to the  
 1946 provisions of chapter 687 and is not a fine.

1947 (8) (a) If the parcel is occupied by a tenant and the  
 1948 parcel owner is delinquent in paying any monetary obligation due  
 1949 to the association, the association may demand that the tenant  
 1950 pay to the association the subsequent rental payments and  
 1951 continue to make such payments until all the monetary  
 1952 obligations of the parcel owner related to the parcel have been  
 1953 paid in full to the association and ~~the future monetary~~  
 1954 ~~obligations related to the parcel. The demand is continuing in~~  
 1955 ~~nature, and upon demand, the tenant must continue to pay the~~  
 1956 ~~monetary obligations until~~ the association releases the tenant  
 1957 or until the tenant discontinues tenancy in the parcel.

1958 1. The association must provide the tenant a notice, by  
 1959 hand delivery or United States mail, in substantially the  
 1960 following form:

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1961  
 1962           Pursuant to section 720.3085(8), Florida  
 1963 Statutes, we demand that you make your rent payments  
 1964 directly to the homeowners' association and continue  
 1965 doing so until the association notifies you otherwise.

1966           Payment due the homeowners' association may be in  
 1967 the same form as you paid your landlord and must be  
 1968 sent by United States mail or hand delivery to  
 1969 ...(full address)..., payable to ...(name)....

1970           Your obligation to pay your rent to the  
 1971 association begins immediately, unless you have  
 1972 already paid rent to your landlord for the current  
 1973 period before receiving this notice. In that case, you  
 1974 must provide the association written proof of your  
 1975 payment within 14 days after receiving this notice and  
 1976 your obligation to pay rent to the association would  
 1977 then begin with the next rental period.

1978           Pursuant to section 720.3085(8), Florida  
 1979 Statutes, your payment of rent to the association  
 1980 gives you complete immunity from any claim for the  
 1981 rent by your landlord.

1982  
 1983           2. A tenant ~~who acts in good faith in response to a~~  
 1984 ~~written demand from an association~~ is immune from any claim by  
 1985 ~~from~~ the parcel owner related to the rent timely paid to the  
 1986 association after the association has made written demand.

1987           (b) (a) If the tenant paid ~~prepaid~~ rent to the landlord or  
 1988 parcel owner for a given rental period before receiving the

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

1989 demand from the association and provides written evidence to the  
 1990 association of having paid ~~paying~~ the rent ~~to the association~~  
 1991 within 14 days after receiving the demand, the tenant shall  
 1992 begin making rental payments to the association for the  
 1993 following rental period and shall continue making ~~receive credit~~  
 1994 ~~for the prepaid rent for the applicable period and must make any~~  
 1995 ~~subsequent~~ rental payments to the association to be credited  
 1996 against the monetary obligations of the parcel owner until the  
 1997 association releases the tenant or the tenant discontinues  
 1998 tenancy in the unit ~~to the association~~. The association shall,  
 1999 upon request, provide the tenant with written receipts for  
 2000 payments made. The association shall mail written notice to the  
 2001 parcel owner of the association's demand that the tenant pay  
 2002 monetary obligations to the association.

2003 ~~(c)(b)~~ The liability of the tenant may not exceed the  
 2004 amount due from the tenant to the tenant's landlord. ~~The tenant~~  
 2005 ~~is not liable for increases in the amount of the monetary~~  
 2006 ~~obligations due unless the tenant was notified in writing of the~~  
 2007 ~~increase at least 10 days before the date on which the rent is~~  
 2008 ~~due.~~ The tenant shall be given a credit against rents due to the  
 2009 landlord ~~parcel owner~~ in the amount of assessments paid to the  
 2010 association.

2011 ~~(d)(e)~~ The association may issue notice ~~notices~~ under s.  
 2012 83.56 and ~~may~~ sue for eviction under ss. 83.59-83.625 as if the  
 2013 association were a landlord under part II of chapter 83 if the  
 2014 tenant fails to pay a monetary obligation. However, the  
 2015 association is not otherwise considered a landlord under chapter  
 2016 83 and specifically has no obligations ~~duties~~ under s. 83.51.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.



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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

2017            (e) ~~(d)~~ The tenant does not, by virtue of payment of  
 2018 monetary obligations, have any of the rights of a parcel owner  
 2019 to vote in any election or to examine the books and records of  
 2020 the association.

2021            (f) ~~(e)~~ A court may supersede the effect of this subsection  
 2022 by appointing a receiver.

2023            Section 21. Section 720.309, Florida Statutes, is amended  
 2024 to read:

2025            720.309 Agreements entered into by the association.—

2026            (1) Any grant or reservation made by any document, and any  
 2027 contract that has ~~with~~ a term greater than ~~in excess of~~ 10  
 2028 years, that is made by an association before control of the  
 2029 association is turned over to the members other than the  
 2030 developer, and that provides ~~which provide~~ for the operation,  
 2031 maintenance, or management of the association or common areas,  
 2032 must be fair and reasonable.

2033            (2) If the governing documents provide for the cost of  
 2034 communications services as defined in s. 202.11, information  
 2035 services or Internet services obtained pursuant to a bulk  
 2036 contract shall be deemed an operating expense of the  
 2037 association. If the governing documents do not provide for such  
 2038 services, the board may contract for the services, and the cost  
 2039 shall be deemed an operating expense of the association but must  
 2040 be allocated on a per-parcel basis rather than a percentage  
 2041 basis, notwithstanding that the governing documents provide for  
 2042 other than an equal sharing of operating expenses. Any contract  
 2043 entered into before July 1, 2011, in which the cost of the  
 2044 service is not equally divided among all parcel owners may be

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

2045 changed by a majority of the voting interests present at a  
 2046 regular or special meeting of the association in order to  
 2047 allocate the cost equally among all parcels.

2048 (a) Any contract entered into by the board may be canceled  
 2049 by a majority of the voting interests present at the next  
 2050 regular or special meeting of the association, whichever occurs  
 2051 first. Any member may make a motion to cancel such contract, but  
 2052 if no motion is made or if such motion fails to obtain the  
 2053 required vote, the contract shall be deemed ratified for the  
 2054 term expressed therein.

2055 (b) Any contract entered into by the board must provide,  
 2056 and shall be deemed to provide if not expressly set forth  
 2057 therein, that a hearing-impaired or legally blind parcel owner  
 2058 who does not occupy the parcel with a non-hearing-impaired or  
 2059 sighted person, or a parcel owner who receives supplemental  
 2060 security income under Title XVI of the Social Security Act or  
 2061 food assistance as administered by the Department of Children  
 2062 and Family Services pursuant to s. 414.31, may discontinue the  
 2063 service without incurring disconnect fees, penalties, or  
 2064 subsequent service charges, and may not be required to pay any  
 2065 operating expenses charge related to such service for those  
 2066 parcels. If fewer than all parcel owners share the expenses of  
 2067 the communications services, information services, or Internet  
 2068 services, the expense must be shared by all participating parcel  
 2069 owners. The association may use the provisions of s. 720.3085 to  
 2070 enforce payment by the parcel owners receiving such services.

2071 (c) A resident of any parcel, whether a tenant or parcel  
 2072 owner, may not be denied access to available franchised,

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CS/CS/CS/HB 1195, Engrossed 1

2011 Legislature

2073 licensed, or certificated cable or video service providers if  
2074 the resident pays the provider directly for services. A resident  
2075 or a cable or video service provider may not be required to pay  
2076 anything of value in order to obtain or provide such service  
2077 except for the charges normally paid for like services by  
2078 residents of single-family homes located outside the community  
2079 but within the same franchised, licensed, or certificated area,  
2080 and except for installation charges agreed to between the  
2081 resident and the service provider.

2082 Section 22. This act shall take effect July 1, 2011.