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f/k/a Jay Steven Levine Law Group

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AMENDING DOCUMENTS; PET ACCOMMODATIONS

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NOTES

I. Preamble

This outline will address the subject of amending documents, including as amended from time to time language, use restrictions and other provisions in the governing documents.

II. Constitutional Considerations

A. As Amended From Time to Time Language in Governing Documents

There is a principle of constitutional law that substantive changes to a statute would not apply retroactively to an existing set of governing documents unless the governing documents define the relevant statute to be the statute as amended from time to time. Recent case law leaves uncertain which governing document provision will override a later enacted statute even when the owner obtained title after the statutory change. Whether or not the governing documents should define the statute as amended from time to time or instead whether certain portions of the governing documents should be amended to state as such, is a matter to discussion with the association's legal counsel.

B. The First and Fourteenth Amendments to the United States Constitution and State Action

1. Case law uncertain.
2. How to determine the application of the statute—the statute in existence vs. "as amended from time to time."

III. Maintenance and Repairs – Non-Casualty

A. Clear delineation - unit owner vs. association.

NOTES

B. Limited Common Area/Limited Common Element.

C. Unit owners added property.

D. Caution: In Condominiums: Where the condominium documents obligate unit owners to maintain a common element (such as the air conditioning compressor outside the unit).

IV. Material Alterations

A. By the association.

1. Any alterations requiring membership approval.

2. "Any" vs. "threshold".

B. By the unit owners.

1. Who approves – Board vs. committee.

V. Casualty: Insuring Obligation, Reconstruction and Repair, Sharing of Expenses

A. See article enclosed.

B. Flood Insurance Considerations.

VI. Use Restrictions

A. Leasing: Relevant issues include whether to ban leasing altogether, provide for a lease waiting period, limit the frequency or lease term, placement of rental caps and how the association approval process works. There is also an issue under F.S. 718.110(13) applicable to condominium associations.

B. Pets: Many governing documents do not define what a permitted pet is or animal, thereby permitting exotic animals some contain language which prohibits pets without association approval, which is not the same as a pet ban. Many associations consider a pet ban altogether.

NOTES

1. Fair Housing considerations.

a) There are federal and state Fair Housing laws, in addition to many County ordinances imposing their own Fair Housing laws, which impact community associations. These laws regulate housing providers and the association is considered a housing provider.

b) Fair Housing laws protect not only unit owners, but tenants, as well as guests and family members.

c) When an individual requests from the association an exception to pet restrictions, they are in essence asking for a Fair Housing accommodation. When such an accommodation request is received, the association must make no negative comments or gestures but instead advise the inquiring individual that the association will expeditiously consider the request and may request information if needed.

d) The next step for the association is to contact legal counsel to insure the proper handling of the request and to assist the Board in seeking information from the requesting information which the laws permit the association to request additional information to make the decision.

e) Essentially, the requesting person must provide a letter from a medical provider indicating the basic nature of the

NOTES

disability and how the requested accommodation is necessary to accommodate the disability. An exception here is where the disability is obvious and the accommodation needed is also obvious. Some disabilities might be obvious but the need for the accommodation may not be, hence the letter from the medical provider.

f) Once the association agrees to grant the accommodation, the accommodation must be documented at a duly held and noticed Board meeting. The association should seek assistance from counsel as to the language for the resolution.

C. Vehicles: Governing documents often fail to clearly address the type of prohibited vehicles, or prohibit commonly acceptable vehicles, such as an SUV. There are many older governing documents which prohibit trucks and vans. Do the documents permit towing or booting?

D. Signs:

1. Many governing documents prohibit signs altogether, but some are not altogether clear.

2. Signs on lot vs. signs in or on vehicles.

E. Business Use of Units: Some governing documents do not address business use, or instead prohibit such use without consideration to home occupations which are recognized as permissible under applicable zoning codes.

NOTES

F. Corporate Ownership: Some boards prefer to prohibit ownership by a corporation, limited liability company or business-named partnership because under such ownerships, occupancy is often transient.

G. Solar panels and clotheslines: See F.S. 163.07.

VII. Amending Governing Documents: The following are applicable issues on this subject:

A. Some governing documents require an unrealistically high percentage to amend, and should be reduced.

B. Sometimes it is not clear whether the amendment is actually approved by the stated percentage of all voting interests or instead a stated percentage of those members present in person or by proxy at a membership meeting. This subject should be clarified if unclear.

C. Some documents contain a proviso clause that holds that no amendment shall discriminate against any owner without that owner's consent. Such language should be deleted from the governing documents. This is not to say that with such a deletion, an amendment may be discriminatory in and of itself, as such an amendment is unenforceable. See for instance the case of White v. Franklin, 379 So.2d 346 (Fla. 1980). Another court case held that when there are two classes of owners treated differently, the restriction is arbitrary and discriminating and thereby unenforceable. An unanswered question on this subject is whether the governing documents may prohibit tenants from having particular uses (such as

NOTES

pets) but allowing owners to have them. Even though they are distinct classes of people, the constitutional issue is still present.

VIII. Mortgagee Consent: Many condominium and governing documents require mortgagee consent to amend the documents. There is a shortcut procedure found in the condominium and homeowners association statute on how to seek and obtain mortgagee approval. Fortunately, if the mortgagee consent provision is not followed, no owner has standing to object, as the only parties who may object would be the mortgage holders whose consent was not obtained.

IX. Homeowners Associations: Appearance and Architectural Guidelines

A. F.S. 720.3035 – written standards required.

1. Documents vs. Architectural Guidelines in rule form.

X. Borrowing of Money

1. Involve legal counsel at the onset.
2. Subject matter limitations.
3. Membership vote required?
4. Collateral Issues.
5. Special Assessment Issues.

XI. Director Qualifications

1. Must be a record owner?
2. Are non-record owner spouses eligible?
3. Other permitted restrictions.

NOTES

XII. Florida Marketable Record Title Act

A. Not a condominium concern, but will impact homeowners association covenants when the covenants are more than 30 years old.

EVALUATION
AMENDING DOCUMENTS

1. Please indicate your evaluation, with 1 being poor, 2 being fair, 3 being good, 4 being very good and 5 being excellent:

	1 (poor)	2 (fair)	3 (good)	4 (very good)	5 (excellent)
Course materials:	___	___	___	___	___
Instructor's knowledge of the subject:	___	___	___	___	___
Ease of understanding the instructor:	___	___	___	___	___
How well you learned the presentation:	___	___	___	___	___
Your overall rating of the seminar:	___	___	___	___	___

2. What subjects could have been covered in greater detail: _____
_____
_____
_____

3. What subjects not covered in the course would you like to see covered in future courses: _____
_____
_____

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AMENDING DOCUMENTS – INSURANCE AND CASUALTY REPAIR AND RECONSTRUCTION CONSIDERATIONS

The following discusses potential amendments to the Declaration of Condominium for condominiums and the Declaration of Covenants and Restrictions for homeowners associations on the subject of insurance and reconstruction and repair after casualty.

I. Condominium Associations

Fortunately for condominium associations, there is statutory guidance as to the insuring obligation of the condominium association and how casualty damage is repaired and reconstructed and who shares in the cost.

F.S. 718.111(11) applies to these issues when a casualty loss is involved and as written, pre-empts the documents. A casualty loss is defined to be where damage is sudden and identifiable rather than something that occurred over a period of time. Some examples of events which give rise to casualty losses are hurricanes, tornadoes, fires, overflowing toilets, bursting water heaters, air conditioning condensate line leaks and shower pan leaks. Under the statute, if the association is obligated to provide insurance for a building component, then the association is obligated to repair and reconstruct the casualty damage. The better reading of the statute is that the association must also insure and thereby repair/reconstruct owners' additions to the exterior of the unit, such as porch enclosures. Finally, the statute provides that all owners share in the cost of the repair and reconstruction in the same manner that they share in the payment of assessments. The statute provides some exceptions for which the association may obtain from the owner reimbursement for the loss. One example is where the owner's negligence or breach of the declaration caused the loss. Another one is where the

exterior building component was added by an owner and therefore the alteration or addition was not part of the original construction of the building.

Jay Steven Levine, Esquire of Levine Law Group was one of the architects of the above-referenced scheme now found in the condominium statute. When drafting this section, there was a concern whether it would be constitutional to provide that the statutory scheme applies irrespective of any contrary provision in the declaration. The intention was that the statute preempts the condominium documents and dictates the issues of the insuring obligation, reconstruction and repair after casualty and the sharing of the expenses of repair and reconstruction. Even though the statute was designed to trump the condominium documents, there is always a risk of a constitutional challenge; therefore, the association may be well served to update the declaration to be consistent with the statute; the statute provides that even if the declaration requires mortgage holder approval, such approval is not needed where the amendment seeks to conform the insuring obligations of the association with the statute.

A provision was added to permit an association to opt out of the requirement that every owner share in the loss, and instead allocate the uncovered loss to those owners whose building components were damaged. One example would be the HVAC system, that is, the air conditioning and heating system from the compressor to the thermostat. If the association membership votes to opt out of the sharing of this particular expense, then when there is damage to the HVAC system, the association must still carry the insurance for same, must still effect the repair and reconstruction, but would then be able to charge the affected owner as a reimbursement to the association. The association should have a discussion with its legal counsel to determine the merits and procedures for conducting an opt-out vote, and which components the cost of which should be shifted to each owner individually.

Many times the provision contained in the insurance and reconstruction section in condominium documents are difficult to understand and/or is inflexible in its language. For example, many condominium documents require that the property which is damaged be reconstructed with the same materials and appearance as that which originally exited in the original plans and specifications. Flexibility is needed to allow the introduction of more resilient and water resistant building components to prevent or minimize future water intrusion. Many documents require that the association levy a special assessment in advance of receiving insurance proceeds. It is rarely possible to know the amount of the needed special assessment until the insurance proceeds are known. Furthermore, the association might wish to choose to pay for some of the

expenses out of the annual assessment (and therefore budget for same) and/or to borrow money, which may not be options contained in typical documents. Furthermore, many condominium documents require the retention of a bank as insurance trustee to handle all proceeds; very few banks provide this service. Finally, many condominium documents require the engagement of an engineer or architect, when the job amount may not dictate the hiring of such a professional. (Hiring such a professional is generally recommended but the condominium documents should not mandate that such retention occur).

II. Homeowners Associations

There is no provision in Chapter 720, Florida Statutes, which provides any guidance in the area of the insuring obligation of the Association and how casualty damage is repaired and reconstructed and the loss shared by the unit owners. Therefore, the declaration should be reviewed by legal counsel to determine any needed amendment.

Some homeowners association declarations provide that each owner will procure his or her own insurance for unit improvements, which could include exterior improvements as well. In this scenario, the association should consider the merits of amending the declaration to require the association to maintain a master policy containing similar coverage requirements and exclusions that are found in the condominium statute. From a cost standpoint, a master policy is likely to be less expensive per unit than applicable when each owner is required to obtain his or her own insurance policy.

Many declarations that require the association to have a master policy on all units, dictate that the association insure all improvements delivered by the developer. Such a scheme would obligate the association to insure for interior unit finishes which would not be the obligation of a condominium association under the condominium act. This coverage is too broad and would generate an unrealistically high premium obligation upon the association.

Some homeowners association declarations do not address reconstruction and repair after casualty and therefore the obligation of the association would be the same obligation which exists in the general maintenance of the property. This could mean that the association might be required to insure for property which it does not maintain under the declaration. In this instance, the association would be required to hold

insurance proceeds for the benefit of the owner, placing the association into a mire of claims administration and potential liability.

Many homeowners association declarations are also not clear as to who shares in the deductible loss. This is not a problem in condominiums, since the condominium statute provides that the uncovered loss (which includes deductible) is shared by all owners as a common expense. This subject should be addressed in the homeowners association declaration.

III. General

Based on the foregoing, all community associations should be consulting with their insurance agent and their attorney to better understand the association's insuring obligation, reconstruction and repair after casualty and sharing of the insurable loss, including deductible, with the idea of modernizing the declaration to meet the needs of the association. In the homeowner's association area, insurance agents should be suggesting that association obtain an opinion from the attorney as to the insuring obligation of the association – to ensure the correct coverage determination for the insurance policy.

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INSURANCE DILEMMA FOR CONDOMINIUM ASSOCIATIONS

F.S. 718.111(11) contains the insurance-related provisions in the Condominium Statute. The theory of the Statute, which I had the pleasure to assist in the drafting in 2008, is that where the Condominium Statute obligates the association to carry property insurance for building components, the association is responsible to reconstruct, repair or replace those damaged building components and every owner in the condominium shares in the cost. There are some exceptions as are addressed later on in this memorandum. As such, there are **three tiers** in the equation, namely (1) the insuring obligation of the association; (2) the association's reconstruction, repair and replacement obligation of damaged building components; and (3) the unit owners' sharing of the cost for the reconstruction, repair and replacement by the association. It is important to understand that this provision in the Statute only applies to where there is an insurable event which caused the damage; F.S. 718.111(11)(j) makes it clear that where there is not an insurable event, the Statute would not apply, but instead the association would be governed by the maintenance provisions in the declaration or by-Laws.

Tier 1 – Insuring Obligation of the Association

F.S. 718.111(11)(f) defines the insuring obligation of the association. There are two areas of mandated insurance. The first is for the condominium property as originally installed or replacement of like kind and quality in accordance with the original plans and specifications. The second is, any alterations or additions made to the condominium property or association property covered by F.S. 718.113(2). This Statute also contains certain exclusions, mainly unit finishings, which are not covered by the association master policy.

The problematic provision is the alteration or additions made to the exterior of property which are typically common elements. The Statute referenced (F.S. 718.113[2]) relates to material alterations and substantial additions to the common elements, which section applies whether it was an association-effected alteration or addition or one effected by the owner; owner-effected alterations and improvements subject to the Statute include, but are not limited to, screen and glassed-in rooms, and windows and doors with impact glass replaced by the unit owners (and not the association) which were not part of the original construction of the building. (If an owner-affected alteration or addition is one added to the unit as defined in the Declaration, then this problem goes away. The Declaration should be reviewed to determine legal character of the property.) Both the insurance appraisal and insurance agent industries have interpreted the alteration or addition provision in the Statute to **exclude** owner-effected alterations or additions. We would agree with that position if the section contained the words "association-effected" as a modifier to alterations or additions. However, the Statute was not drafted as such (I personally attempted to have this modifier added in 2008, but the drafter of that section did not see the necessity of clarification). Because the courts have held that statutes are to be constructed literally and pursuant to their words in their entirety, it is clear that the statute mandates insurance coverage contrary to the position of the insurance industry. I would also agree with that position if a unit and not a common element is the one being altered.

Why is this a problem? First, insurance appraisers will provide an appraisal to the association. The typical appraiser will not include these owner-added properties. The insurance agent will then provide an insurance policy which mirrors the insurance appraisal. If an appraisal is not performed in the year of a policy renewal, agents will typically offer insurance policies which will not include these owner-added properties. Because the insurance industry has taken a position contrary to the wording of the statute, directors and officers will not be aware that they are potentially underinsuring the condominium property. Additionally, many HO-6 carriers do not insure for these improvements, leaving a "gap" in coverage.

What does underinsuring the property mean? First, if these owner-added properties are damaged in a storm, an owner will look to his or her individual HO6 insurance policy, which most often does not insure for these added properties. The owner will then look to the association to pay for the replacement. The association is exempted from having to pay for such improvements under F.S. 718.111(11)(n), but the association must still insure them. This in essence means that the financial obligation for that particular repair belongs to the owner. If the owner finds out that the association did not insure for those installations, the financial obligation to the owner will be greater (i.e., without any insurance proceeds available toward the repair), resulting in a potential claim by the owner against the association for not properly insuring that component under the statute. A second problem is that if the insurance company determines that the statute did require that these items be included in the appraised value of the property and therefore the association should have insured for a greater amount, the association has a risk of a co-insurance penalty. Co-insurance means that the association must insure at least the insurance policy's stated

percentage of the full appraised value without a penalty. For example, if the co-insurance percentage is 90% (which is most customary, with 100% actually in some policies), then to the extent that the association insured less than that percentage, that lesser percentage is deducted from the amount paid to the association on its claim. This means that the association would be penalized by receiving a lower amount of insurance proceeds, with the effect that there is less insurance to cover the cost, with the difference to be paid for by the unit owners. Owners could take the position that the association underinsured the property in violation of the Statute, creating liability to the association and even possibly to the individual directors and officers.

The best solution is to amend F.S. 718.111(11)(f)(2) to make it clear that the alterations referenced only mean those effected by the association. Until such legislative change, associations and their boards face liability because the insurance industry has taken an interpretation of the Statute that does not comport with the plain language of the Statute.

Tier 2 – Association Reconstruction, Repair and Replacement

F.S. 718.111(11)(j) provides that the general rule is that the association must reconstruct, repair or replace those damaged building components which the association is obligated to insure under F.S. 718.111(11)(f), which would include owner-added property to the common elements on the exterior of the units.

Tier 3 – Unit Owners Obligation to Pay

Barring exceptions mentioned below, it is clear that all owners share in the cost of the reconstruction, repair and replacement as a common expense of the condominium. (F.S. 718.111[11][k] does give an association the ability to opt out of the sharing of expenses and allocate the cost to the individual owner whose unit received the damage.)

F.S. 718.111[11][j] provides exceptions to the general rule that all owners share in the cost of reconstruction. Sub-section "(j)(1)" provides that an owner is "responsible for the cost" of the repair if the damage is caused by the intentional conduct, negligence or failure to comply with the declaration or rules by the owner. Because of the language "responsible for the cost", it is not totally clear whether the association must actually outlay the cost of the reconstruction and seek reimbursement from the owner. There is another exception where if the owner untimely files a claim with the association, the association is not obligated to pay for such repairs of property losses; because of the language "not obligated to pay", we believe that the association still has the obligation to effect the repairs, but only if the owner "fronts" the money required under the contract for repairs.

Due to the wording of F.S. 718.111[11][n] (Owner-Installed Improvements), as mentioned above, it is clear that the association has no obligation to pay for reconstruction or repair expenses. It is the

position of the firm that this sub-section "(n)" does not take away the responsibility of the association to effect the repairs, but the association is not obligated to enter into a contract for the repairs unless the owner pays to the association the difference between the contract price and the amount of insurance proceeds received for the particular item. Of course if the insurance industry position holds, then the association would not have the repair obligation in the first place.

Conclusion

These issues present a definite conundrum for condominium associations. The association and its board risk liability to the owners and risk a possibility that the insurance company itself will construe the Statute literally, and if the court agrees, there may be a resulting co-insurance penalty. If in the alternative a court is willing to view the alteration or addition language under the insuring obligation of the association to mean only association-effected alterations, then the association's risk pretty much goes away; unfortunately, a court would have to re-write the Statute and not construe it by its plain language – contrary to a mandate on all courts. It is the position of the firm that the risk is not worth taking and that associations should be questioning insurance appraisers and insurance agents when owner-added properties are excluded from coverage. The association is well advised to confer with its legal counsel prior to renewing an insurance policy to discuss these issues and also to determine which unit owner alterations relate to the common elements which the association must insure, as opposed to unit alterations which the association does not.

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NEW LEGISLATION REGARDING ESTOPPEL CERTIFICATES AFFECTING CONDOMINIUMS, COOPERATIVES AND HOMEOWNERS' ASSOCIATIONS

On June 14, 2017, the Governor signed Senate Bill 398 into law **bearing an effective date of July 1, 2017**, relating to the estoppel certificates for condominiums (amending F.S. 718.116[8]), cooperatives (amending F.S. 719.108[6]) and homeowners' associations (amending F.S. 720.30851). The following is a summary of the new legislation:

1. **Authority to issue estoppel certificates**: The Statute provides that the preparer of the certificate must be authorized to prepare estoppel certificates, in accordance with a written resolution adopted by the board or provided by a written management, bookkeeping or maintenance contract. It is the opinion of this author that the foregoing would not apply to legal counsel preparing the certificate since the preparation is considered attorney's fees.

2. **Due date for and delivery of the estoppel certificate**: The Association has 10 business days after it receives a written or electronic request to have an estoppel certificate issued. To the extent that the association has a website, the website must disclose a person or entity with a street or e-mail address for estoppel certificate requests. The estoppel certificate could be provided to the requesting party either by hand delivery, regular mail or e-mail, and must be sent on the date of the estoppel certificate.

3. **Contents of estoppel certificate**: The Statute now dictates the format and information to be provided in the estoppel certificate.

The following general information must be disclosed:

(a) The date that the estoppel certificate has been issued.

(b) The names of the owner(s) reflected on the association's books and records.

(c) The unit designation and unit address.

(d) Reference to any parking or garage space number that may be allocated to the particular unit.

(e) If the account has been turned over to legal counsel, then the name and contact information for legal counsel.

(f) The estoppel fee amount.

The following assessment information must be disclosed:

(a) The frequency upon which assessment payments are due and owing, together with the assessment amount.

(b) The date through which the assessment is paid.

(c) The next assessment installment which is due and owing, and in what amount.

(d) A detail of any other monetary obligations due and owing against the unit.

(e) Any sums which will become due after the certificate is issued, through the effective date of the certificate. This includes, but is not limited to, additional interest (per diem rate) and late fees.

The following are 3 items which must be disclosed that require a legal opinion that should be prepared by legal counsel:

(a) Is there is a capital contribution fee, resale fee, transfer fee or other fee due?

(b) Do the rules and regulations of the association require board approval for the transfer of the unit? The Statute was not artfully drafted on this point since the rules and regulations rarely provide for board approval, as that subject is typically contained in the Declaration or By-Laws. This author would interpret this requirement to also indicate whether the governing documents require board approval for the transfer of the unit.

(c) Is there a right of first refusal provided to the Association or unit owners, and if yes, have the members exercised that right of first refusal?

The following other information must be included:

(a) There must be a statement whether the board approved of the transfer of the unit. This could be a "catch 22" because boards typically do not approve of transfers at a board meeting. The association should understand that boards should be approving (or disapproving) of proposed transfers of title of units since the governing documents typically require board approval, and board approval is accomplished formally at a board meeting.

(b) If the unit is also governed by another association, such as a master association, then the estoppel certificate must disclose the name(s) of such associations and contact information for each of them.

(c) Contact information must be indicated for any insurance maintained by the association. This includes but is not limited to property damage and directors' and officers' liability insurance.

(d) If there is any open violation of a rule and regulation noticed to the owner, then there must be a description of the open violation. Here again the Statute was not artfully drafted by making reference only to rules and regulations, since many violation notices apply to the governing documents as well. This author submits that open violations of the governing documents should be indicated. Please note that if there is an existing open violation which will basically become moot when the title to the unit is transferred, then in that event, there would not be an open violation requiring disclosure.

(e) The association at its option is authorized to include other information.

(f) The officer or authorized agent must sign.

4. **Effective date of the estoppel certificate**: If the estoppel certificate is hand delivered or sent by electronic means, then the certificate must contain a 30-day

effective period. If instead the estoppel certificate is sent by regular mail, then the effective date period is extended to 35 days. If the estoppel contains a mistake or requires additional information for whatever reason, then the association may prepare an amended estoppel certificate which would become effective so long as the sale or refinancing of the unit has not been completed during the effective period; no fee may be charged for such an amended estoppel certificate. An amended estoppel certificate must be sent on the date indicated for issuance, with the 30 or 35-day effective period beginning on the date of issuance of the amended estoppel certificate.

5. **Association waiver**:

(a) An association waives the right to collect any sums due and owing in excess of that stated in the estoppel certificate where the recipient of the certificate relies in good faith on the sums indicated in the estoppel certificate.

(b) The Statute creates a penalty should the estoppel not be delivered within the 10-day required response, the penalty being a full waiver of the estoppel fee. Associations and their managing agents are well advised to keep track of the 10 business day timeframe.

6. **Fees that may be charged**: There are several tiers of charges. If there is no delinquent amount due and owing to the association, then the maximum charge for an estoppel certificate is $250.00. If instead there is a delinquent amount due and owing to the association, then there may be charged an additional sum of $150.00. If the certificate is requested on an expedited basis and delivered within 3 business days after the request, then an additional $100.00 charge may be added. If an estoppel certificate applies to more than one unit owned by the same owner and it is requested at the same time, then the Statute allows for a greater charge based on the number of units requested for the estoppel certificate. The Statute provides for an increase in the allowable charges every 5 years based on a specified CPI index.

7. **Coordination between legal counsel and associations and their managing agents**:

Associations and managing agents will typically prepare the estoppel certificate on units which have not been forwarded to association counsel for collection activities. Based on the 3 legal questions presented above, we envision that the managing agent will attach the answers from legal counsel as an addendum to the association or managing agent-prepared estoppel certificate. It is the suggestion of this author that the managing agent not prepare estoppel certificates for matters in collection with counsel. Instead, as legal counsel, the attorney will prepare the certificate attaching specific questions to be filled out by the association or managing agent, which will then be attached as an addendum to the attorney-prepared estoppel certificate.

Because of the strict timeframes for the preparation and delivery of the estoppel certificate, it is more important than ever that there is very diligent coordination and cooperation between legal counsel and associations and their managing agents.