

1 A bill to be entitled
2 An act relating to estoppel certificates; amending ss.
3 718.116, 719.108, and 720.30851, F.S.; revising
4 requirements relating to the issuance of an estoppel
5 certificate to specified persons; requiring a
6 condominium, cooperative, or homeowners' association
7 to designate a street or e-mail address on its website
8 for estoppel certificate requests; specifying delivery
9 requirements for an estoppel certificate; requiring
10 that an estoppel certificate contain certain
11 information; providing an effective period for an
12 estoppel certificate based upon the date of issuance
13 and form of delivery; prohibiting an association from
14 charging a preparation and delivery fee or making
15 certain claims if it fails to deliver an estoppel
16 certificate within certain timeframes; revising fee
17 requirements for preparing and delivering an estoppel
18 certificate under various circumstances; authorizing
19 the statement of moneys due to be delivered in one or
20 more estoppel certificates under certain
21 circumstances; providing limits on a total fee charged
22 for the preparation and delivery of estoppel
23 certificates; requiring that the authority to charge a
24 fee for the preparation and delivery of estoppel
25 certificates be established by a specified written

26 resolution or provided by a certain type of contract;
 27 providing that the right to reimbursement may not be
 28 waived or modified by a contract or agreement;
 29 requiring that the prevailing party in an action to
 30 enforce a right to reimbursement be awarded certain
 31 damages, fees, and costs; requiring that certain fees
 32 be adjusted every certain number of years using a
 33 specified price index; requiring the Department of
 34 Business and Professional Regulation to periodically
 35 calculate the fees and publish the amounts on its
 36 website, subject to certain requirements; conforming
 37 provisions to changes made by the act; providing an
 38 effective date.

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

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42 Section 1. Subsection (8) of section 718.116, Florida
 43 Statutes, is amended to read:

44 718.116 Assessments; liability; lien and priority;
 45 interest; collection.—

46 (8) Within 10 business ~~15~~ days after receiving a written
 47 or electronic request therefor from a unit owner or the unit
 48 owner's ~~his or her~~ designee, or a unit mortgagee or the unit
 49 mortgagee's ~~his or her~~ designee, the association shall issue the
 50 estoppel ~~provide a~~ certificate. Each association shall designate

51 on its website a person or entity with a street or e-mail
 52 address for receipt of a request for an estoppel certificate
 53 issued pursuant to this section. The estoppel certificate must
 54 be provided by hand delivery, regular mail, or e-mail to the
 55 requestor on the date of issuance of the estoppel certificate
 56 ~~signed by an officer or agent of the association stating all~~
 57 ~~assessments and other moneys owed to the association by the unit~~
 58 ~~owner with respect to the condominium parcel.~~

59 (a) The estoppel certificate must contain all of the
 60 following information and must be substantially in the following
 61 form:

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

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ASSESSMENT INFORMATION:

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

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

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

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

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

OTHER INFORMATION:

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

g. Is there any open violation of rule or regulation noticed to the unit owner in the association official records?

101 ... (Yes) ... (No)

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

107 i. Provide a list of, and contact information for, all
 108 other associations of which the unit is a member.

109 j. Provide contact information for all insurance
 110 maintained by the association.

111 k. Provide the signature of an officer or authorized agent
 112 of the association.

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 114 The association, at its option, may include additional
 115 information in the estoppel ~~Any person other than the owner who~~
 116 ~~relies upon such certificate shall be protected thereby.~~

117 (b) An estoppel certificate that is hand delivered or sent
 118 by electronic means has a 30-day effective period. An estoppel
 119 certificate that is sent by regular mail has a 35-day effective
 120 period. If additional information or a mistake related to the
 121 estoppel certificate becomes known to the association within the
 122 effective period, an amended estoppel certificate may be
 123 delivered and becomes effective if a sale or refinancing of the
 124 unit has not been completed during the effective period. A fee
 125 may not be charged for an amended estoppel certificate. An

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

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

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

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

144 (f)~~(e)~~ Notwithstanding any limitation on transfer fees
145 contained in s. 718.112(2)(i), an the association or its
146 authorized agent may charge a reasonable fee for the preparation
147 and delivery of an estoppel certificate, which may not exceed
148 \$250, if, on the date the certificate is issued, no delinquent
149 amounts are owed to the association for the applicable unit. If
150 an estoppel certificate is requested on an expedited basis and

151 delivered within 3 business days after the request, the
152 association may charge an additional fee of \$100. If a
153 delinquent amount is owed to the association for the applicable
154 unit, an additional fee for the estoppel certificate may not
155 exceed \$150 for the preparation of the certificate. The amount
156 of the fee must be included on the certificate.

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

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

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

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

189 (i) The fees specified in this subsection shall be
190 adjusted every 5 years in an amount equal to the total of the
191 annual increases for that 5-year period in the Consumer Price
192 Index for All Urban Consumers, U.S. City Average, All Items. The
193 Department of Business and Professional Regulation shall
194 periodically calculate the fees, rounded to the nearest dollar,
195 and publish the amounts, as adjusted, on its website.

196 Section 2. Subsection (6) of section 719.108, Florida
197 Statutes, is amended to read:

198 719.108 Rents and assessments; liability; lien and
199 priority; interest; collection; cooperative ownership.—

200 (6) Within 10 business ~~15~~ days after receiving a written

201 or electronic request for an estoppel certificate from a unit
 202 owner or the unit owner's designee, or a unit mortgagee or the
 203 unit mortgagee's designee, the association shall issue the
 204 estoppel certificate. Each association shall designate on its
 205 website a person or entity with a street or e-mail address for
 206 receipt of a request for an estoppel certificate issued pursuant
 207 to this section. The estoppel certificate must be provided by
 208 hand delivery, regular mail, or e-mail to the requestor on the
 209 date of issuance of the estoppel certificate.

210 (a) The estoppel certificate must contain all of the
 211 following information and must be substantially in the following
 212 form:

- 213 1. Date of issuance:....
- 214 2. Name(s) of the unit owner(s) as reflected in the books
 215 and records of the association:....
- 216 3. Unit designation and address:....
- 217 4. Parking or garage space number, as reflected in the
 218 books and records of the association:....
- 219 5. Attorney's name and contact information if the account
 220 is delinquent and has been turned over to an attorney for
 221 collection. No fee may be charged for this information.
- 222 6. Fee for the preparation and delivery of the estoppel
 223 certificate:....
- 224 7. Name of the requestor:....
- 225 8. Assessment information and other information:

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ASSESSMENT INFORMATION:

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

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

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

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

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

OTHER INFORMATION:

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

g. Is there any open violation of rule or regulation noticed to the unit owner in the association official records?

251 ... (Yes) ... (No)

252 h. Do the rules and regulations of the association
253 applicable to the unit require approval by the board of
254 directors of the association for the transfer of the unit?

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

257 i. Provide a list of, and contact information for, all
258 other associations of which the unit is a member.

259 j. Provide contact information for all insurance
260 maintained by the association.

261 k. Provide the signature of an officer or authorized agent
262 of the association.

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264 The association, at its option, may include additional
265 information in the estoppel certificate.

266 (b) An estoppel certificate that is hand delivered or sent
267 by electronic means has a 30-day effective period. An estoppel
268 certificate that is sent by regular mail has a 35-day effective
269 period. If additional information or a mistake related to the
270 estoppel certificate becomes known to the association within the
271 effective period, an amended estoppel certificate may be
272 delivered and becomes effective if a sale or refinancing of the
273 unit has not been completed during the effective period. A fee
274 may not be charged for an amended estoppel certificate. An
275 amended estoppel certificate must be delivered on the date of

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

278 (c) An association waives the right to collect any moneys
279 owed in excess of the amounts specified in the estoppel
280 certificate from any person who in good faith relies upon the
281 estoppel certificate and from the person's successors and
282 assigns.

283 (d) If an association receives a request for an estoppel
284 certificate from a unit owner or the unit owner's designee, or a
285 unit mortgagee or the unit mortgagee's designee, and fails to
286 deliver the estoppel certificate within 10 business days, a fee
287 may not be charged for the preparation and delivery of that
288 estoppel certificate.

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

293 (f) Notwithstanding any limitation on transfer fees
294 contained in s. 719.106(1)(i), an association or its authorized
295 agent may charge a reasonable fee for the preparation and
296 delivery of an estoppel certificate, which may not exceed \$250
297 if, on the date the certificate is issued, no delinquent amounts
298 are owed to the association for the applicable unit. If an
299 estoppel certificate is requested on an expedited basis and
300 delivered within 3 business days after the request, the

301 association may charge an additional fee of \$100. If a
302 delinquent amount is owed to the association for the applicable
303 unit, an additional fee for the estoppel certificate may not
304 exceed \$150.

305 (g) If estoppel certificates for multiple units owned by
306 the same owner are simultaneously requested from the same
307 association and there are no past due monetary obligations owed
308 to the association, the statement of moneys due for those units
309 may be delivered in one or more estoppel certificates, and, even
310 though the fee for each unit shall be computed as set forth in
311 paragraph (f), the total fee that the association may charge for
312 the preparation and delivery of the estoppel certificates may
313 not exceed, in the aggregate:

314 1. For 25 or fewer units, \$750.

315 2. For 26 to 50 units, \$1,000.

316 3. For 51 to 100 units, \$1,500.

317 4. For more than 100 units, \$2,500.

318 (h) The authority to charge a fee for the preparation and
319 delivery of the estoppel certificate must be established by a
320 written resolution adopted by the board or provided by a written
321 management, bookkeeping, or maintenance contract and is payable
322 upon the preparation of the certificate. If the certificate is
323 requested in conjunction with the sale or mortgage of a parcel
324 but the closing does not occur and no later than 30 days after
325 the closing date for which the certificate was sought the

326 preparer receives a written request, accompanied by reasonable
327 documentation, that the sale did not occur from a payor that is
328 not the parcel owner, the fee shall be refunded to that payor
329 within 30 days after receipt of the request. The refund is the
330 obligation of the parcel owner, and the association may collect
331 it from that owner in the same manner as an assessment as
332 provided in this section. The right to reimbursement may not be
333 waived or modified by any contract or agreement. The prevailing
334 party in any action brought to enforce a right of reimbursement
335 shall be awarded damages and all applicable attorney fees and
336 costs.

337 (i) The fees specified in this subsection shall be
338 adjusted every 5 years in an amount equal to the total of the
339 annual increases for that 5-year period in the Consumer Price
340 Index for All Urban Consumers, U.S. City Average, All Items. The
341 Department of Business and Professional Regulation shall
342 periodically calculate the fees, rounded to the nearest dollar,
343 and publish the amounts, as adjusted, on its website ~~by a unit~~
344 ~~owner or mortgagee, the association shall provide a certificate~~
345 ~~stating all assessments and other moneys owed to the association~~
346 ~~by the unit owner with respect to the cooperative parcel. Any~~
347 ~~person other than the unit owner who relies upon such~~
348 ~~certificate shall be protected thereby. Notwithstanding any~~
349 ~~limitation on transfer fees contained in s. 719.106(1)(i), the~~
350 ~~association or its authorized agent may charge a reasonable fee~~

351 ~~for the preparation of the certificate.~~

352 Section 3. Section 720.30851, Florida Statutes, is amended
353 to read:

354 720.30851 Estoppel certificates.—Within 10 business ~~15~~
355 days after receiving a written or electronic ~~the date on which a~~
356 request for an estoppel certificate from a parcel owner or the
357 parcel owner's designee, or a parcel mortgagee or the parcel
358 mortgagee's designee, the association shall issue the estoppel
359 certificate. Each association shall designate on its website a
360 person or entity with a street or e-mail address for receipt of
361 a request for an estoppel certificate issued pursuant to this
362 section. The estoppel certificate must be provided by hand
363 delivery, regular mail, or e-mail to the requestor on the date
364 of issuance of the estoppel certificate.

365 (1) The estoppel certificate must contain all of the
366 following information and must be substantially in the following
367 form:

368 (a) Date of issuance:....

369 (b) Name(s) of the parcel owner(s) as reflected in the
370 books and records of the association:....

371 (c) Parcel designation and address:....

372 (d) Parking or garage space number, as reflected in the
373 books and records of the association:....

374 (e) Attorney's name and contact information if the account
375 is delinquent and has been turned over to an attorney for

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

377 (f) Fee for the preparation and delivery of the estoppel
 378 certificate:....

379 (g) Name of the requestor:....

380 (h) Assessment information and other information:

381
 382 ASSESSMENT INFORMATION:

383 1. The regular periodic assessment levied against the
 384 parcel is \$.... per ...(insert frequency of payment)....

385 2. The regular periodic assessment is paid through
 386 ...(insert date paid through)....

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

389 4. An itemized list of all assessments, special
 390 assessments, and other moneys owed on the date of issuance to
 391 the association by the parcel owner for a specific parcel is
 392 provided.

393 5. An itemized list of any additional assessments, special
 394 assessments, and other moneys that are scheduled to become due
 395 for each day after the date of issuance for the effective period
 396 of the estoppel certificate is provided. In calculating the
 397 amounts that are scheduled to become due, the association may
 398 assume that any delinquent amounts will remain delinquent during
 399 the effective period of the estoppel certificate.

400

OTHER INFORMATION:

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

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

8. Do the rules and regulations of the association applicable to the parcel require approval by the board of directors of the association for the transfer of the parcel? ... (Yes)... ... (No).... If yes, has the board approved the transfer of the parcel? ... (Yes)... ... (No)....

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

10. Provide contact information for all insurance maintained by the association.

11. Provide the signature of an officer or authorized agent of the association.

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

(2) An estoppel certificate that is hand delivered or sent by electronic means has a 30-day effective period. An estoppel certificate that is sent by regular mail has a 35-day effective period. If additional information or a mistake related to the

426 estoppel certificate becomes known to the association within the
427 effective period, an amended estoppel certificate may be
428 delivered and becomes effective if a sale or refinancing of the
429 parcel has not been completed during the effective period. A fee
430 may not be charged for an amended estoppel certificate. An
431 amended estoppel certificate must be delivered on the date of
432 issuance, and a new 30-day or 35-day effective period begins on
433 such date.

434 (3) An association waives the right to collect any moneys
435 owed in excess of the amounts specified in the estoppel
436 certificate from any person who in good faith relies upon the
437 estoppel certificate and from the person's successors and
438 assigns.

439 (4) If an association receives a request for an estoppel
440 certificate from a parcel owner or the parcel owner's designee,
441 or a parcel mortgagee or the parcel mortgagee's designee, and
442 fails to deliver the estoppel certificate within 10 business
443 days, a fee may not be charged for the preparation and delivery
444 of that estoppel certificate ~~for an estoppel certificate is~~
445 ~~received from a parcel owner or mortgagee, or his or her~~
446 ~~designee, the association shall provide a certificate signed by~~
447 ~~an officer or authorized agent of the association stating all~~
448 ~~assessments and other moneys owed to the association by the~~
449 ~~parcel owner or mortgagee with respect to the parcel. An~~
450 ~~association may charge a fee for the preparation of such~~

451 ~~certificate, and the amount of such fee must be stated on the~~
452 ~~certificate.~~

453 ~~(1) Any person other than a parcel owner who relies upon a~~
454 ~~certificate receives the benefits and protection thereof.~~

455 (5)(2) A summary proceeding pursuant to s. 51.011 may be
456 brought to compel compliance with this section, and the
457 prevailing party is entitled to recover reasonable attorney
458 attorney's fees.

459 (6) An association or its authorized agent may charge a
460 reasonable fee for the preparation and delivery of an estoppel
461 certificate, which may not exceed \$250, if, on the date the
462 certificate is issued, no delinquent amounts are owed to the
463 association for the applicable parcel. If an estoppel
464 certificate is requested on an expedited basis and delivered
465 within 3 business days after the request, the association may
466 charge an additional fee of \$100. If a delinquent amount is owed
467 to the association for the applicable parcel, an additional fee
468 for the estoppel certificate may not exceed \$150.

469 (7) If estoppel certificates for multiple parcels owned by
470 the same owner are simultaneously requested from the same
471 association and there are no past due monetary obligations owed
472 to the association, the statement of moneys due for those
473 parcels may be delivered in one or more estoppel certificates,
474 and, even though the fee for each parcel shall be computed as
475 set forth in subsection (6), the total fee that the association

476 may charge for the preparation and delivery of the estoppel
477 certificates may not exceed, in the aggregate:

478 (a) For 25 or fewer parcels, \$750.

479 (b) For 26 to 50 parcels, \$1,000.

480 (c) For 51 to 100 parcels, \$1,500.

481 (d) For more than 100 parcels, \$2,500.

482 (8)(3) The authority to charge a fee for the preparation
483 and delivery of the estoppel certificate must ~~shall~~ be
484 established by a written resolution adopted by the board or
485 provided by a written management, bookkeeping, or maintenance
486 contract and is payable upon the preparation of the certificate.
487 If the certificate is requested in conjunction with the sale or
488 mortgage of a parcel but the closing does not occur and no later
489 than 30 days after the closing date for which the certificate
490 was sought the preparer receives a written request, accompanied
491 by reasonable documentation, that the sale did not occur from a
492 payor that is not the parcel owner, the fee shall be refunded to
493 that payor within 30 days after receipt of the request. The
494 refund is the obligation of the parcel owner, and the
495 association may collect it from that owner in the same manner as
496 an assessment as provided in this section. The right to
497 reimbursement may not be waived or modified by any contract or
498 agreement. The prevailing party in any action brought to enforce
499 a right of reimbursement shall be awarded damages and all
500 applicable attorney fees and costs.

501 (9) The fees specified in this section shall be adjusted
502 every 5 years in an amount equal to the total of the annual
503 increases for that 5-year period in the Consumer Price Index for
504 All Urban Consumers, U.S. City Average, All Items. The
505 Department of Business and Professional Regulation shall
506 periodically calculate the fees, rounded to the nearest dollar,
507 and publish the amounts, as adjusted, on its website.

508 Section 4. This act shall take effect July 1, 2017.