

# 2016 LEGAL UPDATE

This Course is approved by the DBPR Council of Community Association Managers, for 2 hours of continuing education credit in the area of:

## Legal Update

Gold Coast Professional Schools, Inc.

Provider # 00842

Correspondence Course Approval # 9627754

Classroom Course Approval # 9627755



All courses in this book are: © 2016 Reicon Publishing, LLC. All rights reserved. The text of this publication may not be reproduced in any manner whatsoever, without prior written permission of the publisher. This publication is designed to provide accurate and authoritative information in regard to the subject matter covered. This program is sold with the understanding that neither the author nor the publisher is engaged in rendering legal or any other professional service or advice. If legal advice or other expert assistance is required, the services of a competent professional person should be sought.

# INTRODUCTION

## Course Description

Welcome to the 2-Hour 2016 Legal Update CE course! Thank you for choosing Gold Coast Professional Schools. Our objective is to provide you with the best possible course and materials.

The primary content of this course is specified by the Department of Business and Professional Regulations (DBPR). This course is not designed to cover every change made in the statutes or rules. It does not discuss variances, waivers, or declaratory statements issued by the Department.

Although this course provides you with valuable information that affects you as a CAM, it is not designed to be all inclusive or a comprehensive guide to all of the 2015 changes to legislation.

Included in this presentation is legislation affecting community associations, which was enacted into law as a result of the 2015 session. Also included are changes to the Florida Administrative Code (F.A.C.) and a summary of a 2015 Florida Supreme Court Opinion which affects both CAM and CAB functions.

Due to the number of legislation changes in 2015, we don't discuss local government ordinances or rules. Therefore, we advise you to consult with your association attorney to ensure that you receive information on county and municipal ordinances and rules that may affect your community association.


In most cases, we state the actual text change in the statute, F.A.C., or Opinion. Much of the unchanged text and changes in the legislation that didn't alter the meaning of the legislation are omitted from this course.

The changes are grouped by the type of association or issue. For example, the legislation that affected a condominium association is contained within the "Condominium" section. Within each type of association, the bills and affected statutes are in numerical order.

The Legislation Chart indicates the bill number and the type of association to which it is applicable. It is a quick reference tool, but doesn't display the order in which the material is presented. Please refer to the outline at the beginning of each section.

Please note the legend for the information in this course.

- Normal black text indicates existing text with no changes.
- Underlined text indicates new or added text.
- Normal black text with a strikethrough indicates deleted text.

 Legend:  
Existing text (no change)  
New/added text 2015 update  
~~Text deletion 2015 update~~

There will be reminders throughout the course to help you remember.

## Outline

This course contains legislative updates for the following subjects:

- Definitions
- Homeowners' associations
- Legislation chart
- Timeshare associations
- Community association
- Mobile homes
- management/business
- Not-for-profit corporations
- Condominiums
- Other legislation related to
- Cooperatives
- community associations

## 1 **Definitions**

2 The following terms and abbreviations are used throughout this course.

- 3     ▪ CAB
- 4     ▪ Chapter law
- 5     ▪ F.S.
- 6     ▪ HB
- 7     ▪ RCCAM
- 8     ▪ SB
- 9     ▪ SC

### 10 *Community Association Business (CAB)*

11 A Community Association Business (CAB) is a business that is licensed by the DBPR to manage community  
12 associations.

13 It may provide a manager, accounting services (e.g. Payroll, AP/AR), and other services. It supervises  
14 vendors and employees, such as security guards and janitorial personnel, to a community association that  
15 enlists its services.

16 It's most often referred to as a community association management company.

### 17 *Chapter Law*

18 Chapter law is the identifying number assigned by the Secretary of State to a bill that has been enacted into  
19 law. The number indicates the year in which it was passed and the printing number within that year.

20 Example: Chapter 2000-541 represents the 541st law printed in the year 2000.

21 Chapter laws are compiled and published annually in the Laws of Florida.

### 22 *F.S.*

23 F.S. is the abbreviation we use in this course when referring to a section in the Florida Statutes.

24 Example: F.S. 718, F.S. 719, and F.S. 720

### 25 *HB*

26 HB is the abbreviation for a house bill.

27 A house bill is a proposed act that is filed with the Florida House of Representatives.

### 28 *Regulatory Council of CAM (RCCAM)*

29 The Regulatory Council of Community Association Managers (RCCAM) oversees community association  
30 managers (CAMs) and community association businesses (CABs) in Florida.

31 Its duties relate to licensure examination, CE requirements, CE providers, fees and professional practice  
32 standards relative to the community association management profession.

33 The RCCAM holds quarterly meetings and engages in rulemaking to implement the provisions set forth in  
34 statutes and conducts other general business, as necessary.

35 For more information, please visit the DBPR Website

### 36 *SB*

37 SB is the abbreviation for a senate bill.

38 A senate bill is a proposed act that is filed with the Florida Senate.

### 39 *SC*

40 SC is the abbreviation for a Florida Supreme Court Opinion.

41 The Florida Supreme Court Opinions have the force of law.

## 1 Legislation Chart

2 The Legislation Chart is a quick reference tool. It displays the bill number, subject, and effective date of the  
3 2015 legislation.

CAM CE 2016 Legal Update Legislation Chart		
CAM/CAB (Community Association Manager/Business)		
Rule Number	Subject	Effective Date
SC 13-889	▪ Supreme Court Opinion - Unlicensed Practice of Law	May 14, 2015
F.A.C. 61-20.010	▪ Disciplinary Action	October 20, 2015
F.A.C 61-20.012	▪ Mediation	October 20, 2015
F.A.C. 61E-14.2	▪ Professional Conduct	December 6, 2015
F.A.C. 61E-14.4.001	▪ Continuing Education	May 18, 2015
F.A.C. 61E-14.4.004	▪ Reactivation CE	May 18, 2015
Community Associations		
Bill/Chapter #	Subject	Effective Date
HB 87 (Chapter 2015-165)	▪ Condominium (F.S. 718) ▪ Cooperative (F.S. 719)	October 1, 2015
HB 307 (Chapter 2015-90)	▪ Mobile Homes (F.S. 723)	July 1, 2015
HB 453 (Chapter 2015-144)	▪ Timeshares (F.S. 721)	July 1, 2015
HB 643 (Chapter 2015-175)	▪ Condominium (F.S. 718)	June 16, 2015
HB 791 (Chapter 2015-97)	▪ Non-for-Profit Corporations ▪ Condominium (F.S. 718) ▪ Cooperative (F.S. 719) ▪ Homeowners' Association (F.S. 720)	July 1, 2015
SB 702 (Chapter 2015-02)	▪ Timeshares - Correction of scrivener's error ▪ Condominium - Reenactment of F.S. 718.116	May 19, 2015
Legislation Related to Community Associations		
Bill/Chapter #	Subject	Effective Date
HB 21 (Chapter 2015-100)	▪ Sober Housing/Substance Abuse (Summary only)	July 1, 2015
HB 71 (Chapter 2015-131)	▪ Service Animals	July 1, 2015
HB 87 (Chapter 2015-165)	▪ Construction Defects	October 1, 2015
HB 165 (Chapter 2015-135)	▪ Property and Casualty Insurance – Rate Filings	July 1, 2015
HB 185 (Chapter 2015-86)	▪ Military Member Public Records	June 2, 2015
HB 273 (Chapter 2015-170)	▪ Delivery of Personal Lines Insurance Policies	July 1, 2015
HB 305 (Chapter 2015-89)	▪ Transient Occupant	July 1, 2015
HB 715 (Chapter 2015-94)	▪ Insurance	July 1, 2015
HB 779 (Chapter 2015-96)	▪ Termination of rental agreement upon foreclosure	June 2, 2015
SB 222 (Chapter 2015-14)	▪ Computer Abuse and Data Recovery Act	October 1, 2015
SB 466 (Chapter 2015-50)	▪ Low-voltage Alarm Systems	July 1, 2015
SB 766 (Chapter 2015-26)	▪ Drones	July 1, 2015
SB 982 (Chapter 2015-68)	▪ Civil rights/discrimination (Summary only)	July 1, 2015
SB 1094 (Chapter 2015-69)	▪ Coastal Mapping	July 1, 2015

## 1 CAM/CAB

### 2 Outline

3 In this section regarding CAMs and CABs, we cover the following Supreme Court opinion and revisions to the  
4 rules.

- 5 ▪ SC13-889
- 6 ▪ Florida Administrative Code
- 7 ▪ F.A.C. 61-20.010 - Disciplinary guidelines
- 8 ▪ F.A.C. 61-20.012 - Mediation
- 9 ▪ F.A.C. 61E14-2.001 - Standards of professional conduct
- 10 ▪ F.A.C. 61E14-4.001 - Continuing education renewal requirements
- 11 ▪ F.A.C. 61E14-4.004 - Reactivation continuing education

### 12 SC13-889<sup>1</sup>

13 The Florida Supreme Court has authorized the Florida Bar to investigate potential unlicensed practice of law  
14 (UPL). The Florida Bar Standing Committee on UPL reviews and issues to the Florida Supreme Court  
15 proposed formal advisory opinions concerning activities that may constitute UPL. The Florida Supreme Court  
16 thereafter issues an opinion, agreeing or disagreeing with the Standing Committee's proposed opinion. The  
17 Florida Supreme Court's opinion has force of law.

18 On May 14, 2015, the Florida Supreme Court issued Advisory Opinion # SC13-889, regarding functions of  
19 CAMs/CABs. The 2014 amendment to F.S. 468 Part VIII, changing CAM/CAB functions, are, in some cases,  
20 contrary to the Florida Supreme Court Opinion. To clear up any potential confusion, understand this – the  
21 Court's May 14, 2015 Opinion on UPL trumps any responsibilities that appear in F.S. 468 Part VIII. When F.S.  
22 468 Part VIII is in disagreement with the Florida Supreme Court Opinion, the Opinion takes precedence. A  
23 summary of this decision can be found in Addendum 1.

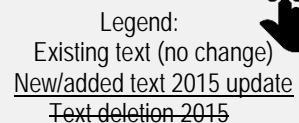
### 24 Florida Administrative Code

25 In 2015, the Department of Business and Professional Regulation (DBPR) and Regulatory Council of  
26 Community Association Managers (RCCAM) amended Florida administrative rules that affect CAMs and  
27 CABs.

28 Specifically, the DBPR and the RCCAM made modifications to:

- 29 ▪ Disciplinary actions
- 30 ▪ Mediation
- 31 ▪ Professional conduct
- 32 ▪ Continuing education (CE)

33 Please read these sections carefully.



Legend:  
Existing text (no change)  
New/added text 2015 update  
Text deletion 2015

### 34 *Disciplinary Guidelines*

#### 35 **F.A.C. 61-20.010 Disciplinary Guidelines<sup>2</sup>**

36 ~~(1) Purpose. Pursuant to Section 455.2273, F.S., the department provides within this rule disciplinary~~  
37 ~~guidelines which shall be imposed upon applicants, registrants, or licensees whom it regulates under~~  
38 ~~Chapter 468, Part VIII, F.S. The purpose of this rule is to notify applicants, registrants, and licensees~~  
39 ~~of the ranges of penalties which will routinely be imposed unless the department finds it necessary to~~

<sup>1</sup> Please visit our website at [www.goldcoastschools.com](http://www.goldcoastschools.com), click on Student Resources, select Downloads and Links, and click on CAM Continuing Education found under CAM Downloads to read the full Opinion, "SC13-889." and the summary, "SC13-889 Addendum 1."

<sup>2</sup> Please visit our website at [www.goldcoastschools.com](http://www.goldcoastschools.com), click on Student Resources, select Downloads and Links, and click on CAM Continuing Education found under CAM Downloads to read the changes to the violations and penalties in the "Disciplinary Guidelines"

~~deviate from the guidelines for the stated reasons given in subsection (2). The ranges of penalties provided in this rule are based upon a single count violation of each provision listed. Multiple counts of the violated provisions or a combination of the violation may result in a higher penalty than that for a single, isolated violation. Each range includes the lowest and highest penalty and all penalties falling between. The purposes of the imposition of discipline are to punish the applicants, registrants, or licensees for violations and to deter them from future violations; to offer opportunities for rehabilitation, when appropriate; and to deter other applicants, registrants, or licensees from violations. F.A.C. 61-20.010(1)~~

~~(2) (1)Aggravating and Mitigating Circumstances. The department shall be entitled to deviate from the disciplinary guidelines provided by this rule upon a showing of aggravating or mitigating circumstances by clear and convincing evidence presented to the department prior to the imposition of a final penalty. The department must make a specific finding of mitigating or aggravating guidelines. Based upon consideration of the facts present in an individual case, the department shall consider the following factors in aggravation and mitigation when deviating from the disciplinary guidelines set forth in this rule:~~

- ~~(a) Danger to the public;~~
- ~~(b) Physical or financial harm resulting from the violation;~~
- ~~(c) Prior violations committed by the subject;~~
- ~~(d) Length of time the licensee has practiced;~~
- ~~(e) Deterrent effect of the penalty;~~
- ~~(f) Correction or attempted correction of the violation;~~
- ~~(g) Effect on the licensee’s livelihood;~~
- ~~(h) Any efforts toward rehabilitation;~~
- ~~(i) Any other aggravating or mitigating factor which is directly relevant under the circumstances.~~

~~(2) In imposing discipline upon applicants and licensees for any of the violations set forth below, the department shall act in accordance with the following disciplinary guidelines. The verbal identifications of violations are descriptive only; the full language of each statutory or rule provision cited must be consulted in order to determine the conduct included.~~

~~(3) As used in this rule, the term “costs” means costs related to the investigation and prosecution of the case excluding costs associated with an attorney’s time.~~

~~(4) Where several violations occur in one case or several cases being considered together, the penalties shall be cumulative and consecutive.~~

~~(5) The provisions of this rule shall not be construed to limit the ability of the department to dispose disciplinary actions by stipulation, agreed settlement, or consent order pursuant to Section 120.57(4), F.S. F.A.C. 61-20.010(1) - (5)~~

*Rulemaking Authority 455.2273(1) FS. Law Implemented 455.227, 455.2273, 468.436 FS. History–New 6-2-03, Amended 10-20-15.*

### *Mediation*

#### **F.A.C. 61-20.012 Mediation**

The following alleged violations may be resolved by mediation using the procedure adopted by the Department pursuant to Section 455.2235, F.S. and Chapter 61-34, F.A.C.:

- ~~(1) (1) Subsection 61E14-2.001(2), F.A.C., Making an untrue statement of material fact or failing to state a material fact.~~
- ~~(2) (2) Paragraph 61E14-2.001(4)(a), F.A.C., Failing to exercise due professional care in the performance of community association management services.~~
- ~~(3) (1) Paragraph 61E14-2.001(2)(a) 61E14-2.001(4)(b), F.A.C., Knowingly Failing to comply with the requirements of the governing documents by which the community association is created or operated so long as such documents comply with the requirements of law.~~

1 ~~(4)~~ (2) Paragraph ~~61E14-2.001(3)(a)~~ 61E14-2.001(6)(a), F.A.C., Withholding possession of any the  
 2 association's official records or original books, records, accounts, funds, or other property of a  
 3 community association when requested by the ~~community~~ association to deliver the same to the  
 4 association upon reasonable notice.

5 ~~(5.)~~ (3) Paragraph ~~61E14-2.001(3)(b)~~ 61E14-2.001(6)(b), F.A.C., Denying or delaying access to  
 6 association official records, for the purpose of inspecting or photocopying the same, to a person  
 7 entitled to such by the law within the timeframe and under the procedures set out in Section  
 8 718.111(12), 719.104(2), or 720.303(5), F.S.

9 ~~(6.)~~ (4) Paragraph ~~61E14-2.001(3)(d)~~ 61E14-2.001(6)(d), F.A.C., Failing to maintain the records for a  
 10 community association manager or management firm or the official records of any applicable  
 11 association, as required by Section 718.111(12), 719.104(2), or 720.303(5), F.S. his or a  
 12 management firm's records, and the records of any applicable community association, to the extent  
 13 charged with the responsibility of maintaining records, in accordance with the laws and documents  
 14 requiring or governing the records.

15 ~~(7)~~ Paragraph ~~61E14-2.001(8)(a)~~, F.A.C., ~~Committing acts of gross negligence or gross misconduct in~~  
 16 ~~the pursuit of community association management or any other profession for which a state or federal~~  
 17 ~~license is required or permitted.~~

18 ~~(8)~~ (5) Section 455.227(1)(m), F.S., Making deceptive, untrue, or fraudulent misrepresentations, in or  
 19 related to the practice of a profession, or employing a trick or scheme, in or related to the practice of a  
 20 profession. *F.A.C. 61-20.012(1) - (5)*

21 *Rulemaking Authority 468.4315(3), 455.2235, F.S. Law implemented 455.2235 F.S. History – New 9-3-13, Amended 10-20-15*

22 **Standards of Professional Conduct**

23 **F.A.C. 61E14-2.001 Standards of Professional Conduct**

24 Licensees shall adhere to the following provisions, standards of professional conduct, and such provisions  
 25 and standards shall be deemed automatically incorporated, as duties of all licensees, into any written or oral  
 26 agreement for the rendition of community association management services.

27 (1) Definitions. As used in this rule, the following definitions apply:

28 (e) Respond to, or refer to the appropriate responsible party, a Notice of Violation or any such similar  
 29 notification from an agency seeking to impose a regulatory penalty upon the association within  
 30 the time frame specified in the notification. F.A.C. 61E14-2.001(1)(e)

31 *Rulemaking Authority 468.4315(2) FS. Law Implemented 468.431(2), 468.4315(2), 468.4334, 468.436 FS. History–New 5-5-88, Amended 2-5-91,*  
 32 *Formerly 7D-55.007, 61B-55.007, Amended 1-8-98, 5-31-99, Formerly 61-20.503, Amended 4-21-10, 2-4-15, 12-6-15.*

33 **CE Renewal Requirements**

34 **F.A.C. 61E14-4.001 Continuing Education Renewal Requirements**

35 (1) All community association manager licensees must satisfactorily complete a minimum of 20 hours of  
 36 continuing education per biennial renewal cycle. Each hour shall consist of 50 minutes of student  
 37 involvement in approved classroom, correspondence, interactive, distance education or internet  
 38 courses ~~which courses shall include the required hours at an approved update seminar~~. No license  
 39 shall be renewed unless the licensee has completed the required continuing education.

40 (3) The required 20 hours of continuing education shall be comprised of courses approved pursuant to  
 41 Rule 61E14-4.003, F.A.C., in the following areas:

42 (a) 4 hours of legal update seminars. ~~Licensees shall satisfactorily complete a 2-hour legal update~~  
 43 ~~seminar~~. The legal update seminars shall consist of instruction regarding changes to Chapters  
 44 455, 468, Part VIII, 617, 718, 719, 720, and 721, F.S., and other legislation, case law, and  
 45 regulations impacting community association management. Licensees shall not be awarded  
 46 continuing education credit for completing the same legal update seminar more than once even if  
 47 the seminars were taken during different years.

48 (6) Anyone licensed for more than 24 months at renewal time will be required to have complied with the  
 49 continuing education CE requirements set forth in subsection (1), above, prior to license renewal.  
 50 "More than 24 months" means 24 months plus 1 day. Licensees licensed for 24 months or less at

1            renewal time are exempt from compliance with the continuing education CE requirements set forth in  
2            subsection (1) above, until the end of the next renewal cycle. *F.A.C. 61E14-4.001(1), (3)(a), (6)*

3            *Rulemaking Authority 455.2123, 455.2124, 468.4315(2), 468.4336, 468.4337 FS. Law Implemented 455.2123, 455.2124, 468.4336, 468.4337 FS.*  
4            *History–New 5-5-88, Amended 3-22-89, 2-5-91, 12-28-92, Formerly 7D-55.008, 61B-55.008, Amended 10-18-99, 3-13-00, 2-21-01, 7-21-03, 4-25-*  
5            *05, 2-28-07, Formerly 61-20.508, Amended 2-1-15, 5-18-15.*

## 6            **Reactivation CE**

### 7            **F.A.C. 61E14-4.004 Reactivation Continuing Education**

8            (1) Inactive Licenses. As a condition for reactivating an inactive license, a licensee must complete twenty  
9            (20) classroom hours of continuing education instruction, as required by Rule 61E14-4.001, F.A.C., all  
10            of which must have been completed within the current or immediately preceding licensure renewal  
11            cycles.

12            (2) Delinquent Licenses. As a condition for reactivating a delinquent license, a licensee must complete  
13            twenty (20) classroom hours of continuing education instruction, as required by Rule 61E14-4.001,  
14            F.A.C., all of which must have been completed during the licensure cycle in which the licensee  
15            becomes delinquent.

16            (3) All inactive or delinquent licensees applying for reactivation must take the legal update seminars  
17            required by paragraph 61E14-4.001(3)(a), F.A.C., for the current and immediately preceding year.  
18            F.A.C. 61E14-4.004(1) - (3)

19            *Rulemaking Authority 468.4315, 468.4338 FS. Law Implemented 455.271(4), (10), 468.4338 FS. History–New 1-8-98, Amended 3-13-00, Formerly*  
20            *61-20.509, Amended 1-5-10, 5-18-15.*

## 21            **CONDOMINIUMS**

### 22            **Outline**

23            In 2015, there were several changes to laws that govern Florida condominiums. In this section, we'll cover the  
24            following bills and the amendments to the statutes:

- 25            ■ HB 87 [Chapter 2015-165]
  - 26            ○ F.S. 718.203 - Warranties
- 27            ■ HB 643 [Chapter 2015-175]
  - 28            ○ F.S. 718.117 - Termination of condominium
  - 29            ○ F.S. 718.1255 - Alternative dispute resolution
- 30            ■ HB 791 [Chapter 2015-97]
  - 31            ○ F.S. 718.111(11) - Insurance
  - 32            ○ F.S. 718.111(12) - Official records
  - 33            ○ F.S. 718.112(2)(d) - Required provisions
  - 34            ○ F.S. 718.112(2)(f) - Annual budget
  - 35            ○ F.S. 718.116 - Assessments
  - 36            ○ F.S. 718.128 - Electronic voting
  - 37            ○ F.S. 718.303 - Fines
  - 38            ○ F.S. 718.717 - Time limitation
- 39            ■ SB 702 [Chapter 2015-02]
  - 40            ○ F.S. 718.116(6) - Reenactment due to omission



**1 HB 87 [Chapter 2015-165]**

2 Summary - This bill ...

3 Revises F.S. 718 to define completion of a building or improvement as issuance of a certificate of occupancy,  
4 whether temporary or otherwise that allows for occupancy or use of the entire building or improvement or an  
5 equivalent authorization issued by the governmental body having jurisdiction.

6 *Warranties*

7 **F.S. 718.203 Warranties. -**

8 (3) "Completion of a building or improvement" means issuance of a certificate of occupancy, whether  
9 temporary or otherwise, that allows for occupancy or use of ~~for~~ the entire building or improvement, or an ~~the~~  
10 equivalent authorization issued by the governmental body having jurisdiction. ~~—and~~ In jurisdictions where no  
11 certificate of occupancy or equivalent authorization is issued, the term ~~#~~ means substantial completion of  
12 construction, finishing, and equipping of the building or improvement according to the plans and  
13 specifications. *F.S. 718.203(3)*

**14 HB 643 [Chapter 2015-175]**

15 Summary - This bill ...

16 Modifies F.S. 718 with regard to condominium terminations. Among other things, it provides that, if a  
17 termination vote fails, another vote to terminate may not be considered for 18 months. When taking the vote  
18 to terminate, all voting interests, including those that have been suspended, are entitled to vote. A termination  
19 vote may not take place until five years after the recording of the declaration of condominium, unless there is  
20 no objection to the termination.

21 Other changes include

- 22     ▪ Protections for homestead properties
- 23     ▪ Provisions for owners to lease after termination
- 24     ▪ Compensation of owners (other than a bulk owner) at least at 100% of the fair market value of the  
25         unit.

26 Specific changes to the statutes follow.

27 *Termination of Condo - Optional Termination*

28 **F.S. 718.117 Termination of condominium. –**

29 **Optional Termination**


30 (3) OPTIONAL TERMINATION. - Except as provided in subsection (2) or unless the declaration provides  
31 for a lower percentage, the condominium form of ownership may be terminated for all or a portion of  
32 the condominium property pursuant to a plan of termination approved by at least 80 percent of the  
33 total voting interests of the condominium. If ~~no more than~~ 10 percent or more of the total voting  
34 interests of the condominium have rejected the plan of termination by negative vote or by providing  
35 written objections, the plan of termination may not proceed.

36 (a) The termination of the condominium form of ownership is subject to the following conditions:

- 37 1. The total voting interests of the condominium must include all voting interests for the purpose  
38 of considering a plan of termination. A voting interest of the condominium may not be  
39 suspended for any reason when voting on termination pursuant to this subsection.
- 40 2. If 10 percent or more of the total voting interests of the condominium reject a plan of  
41 termination, a subsequent plan of termination pursuant to this subsection may not be  
42 considered for 18 months after the date of the rejection.

43 (b) This subsection does not apply to any condominium created pursuant to part VI of this chapter  
44 until 5 years after the recording of the declaration of condominium, unless there is no objection to  
45 the plan of termination ~~condominiums in which 75 percent or more of the units are timeshare~~  
46 ~~units.~~

- 1 (c) For purposes of this subsection, the term “bulk owner” means the single holder of such voting  
 2 interests or an owner together with a related entity or entities that would be considered an insider,  
 3 as defined in s. 726.102, holding such voting interests. If the condominium association is a  
 4 residential association proposed for termination pursuant to this section and, at the time of  
 5 recording the plan of termination, at least 80 percent of the total voting interests are owned by a  
 6 bulk owner, the plan of termination is subject to the following conditions and limitations:
- 7 1. If the former condominium units are offered for lease to the public after the termination, each  
 8 unit owner in occupancy immediately before the date of recording of the plan of termination  
 9 may lease his or her former unit and remain in possession of the unit for 12 months after the  
 10 effective date of the termination on the same terms as similar unit types within the property  
 11 are being offered to the public. In order to obtain a lease and exercise the right to retain  
 12 exclusive possession of the unit owner’s former unit, the unit owner must make a written  
 13 request to the termination trustee to rent the former unit within 90 days after the date the plan  
 14 of termination is recorded. Any unit owner who fails to timely make such written request and  
 15 sign a lease within 15 days after being presented with a lease is deemed to have waived his  
 16 or her right to retain possession of his or her former unit and shall be required to vacate the  
 17 former unit upon the effective date of the termination, unless otherwise provided in the plan of  
 18 termination.
  - 19 2. Any former unit owner whose unit was granted homestead exemption status by the  
 20 applicable county property appraiser as of the date of the recording of the plan of termination  
 21 shall be paid a relocation payment in an amount equal to 1 percent of the termination  
 22 proceeds allocated to the owner’s former unit. Any relocation payment payable under this  
 23 subparagraph shall be paid by the single entity or related entities owning at least 80 percent  
 24 of the total voting interests. Such relocation payment shall be in addition to the termination  
 25 proceeds for such owner’s former unit and shall be paid no later than 10 days after the former  
 26 unit owner vacates his or her former unit.
  - 27 3. For their respective units, all unit owners other than the bulk owner must be compensated at  
 28 least 100 percent of the fair market value of their units. The fair market value shall be  
 29 determined as of a date that is no earlier than 90 days before the date that the plan of  
 30 termination is recorded and shall be determined by an independent appraiser selected by the  
 31 termination trustee. For an original purchaser from the developer who rejects the plan of  
 32 termination and whose unit was granted homestead exemption status by the applicable  
 33 county property appraiser, or was an owner-occupied operating business, as of the date that  
 34 the plan of termination is recorded and who is current in payment of both assessments and  
 35 other monetary obligations to the association and any mortgage encumbering the unit as of  
 36 the date the plan of termination is recorded, the fair market value for the unit owner rejecting  
 37 the plan shall be at least the original purchase price paid for the unit. For purposes of this  
 38 subparagraph, the term “fair market value” means the price of a unit that a seller is willing to  
 39 accept and a buyer is willing to pay on the open market in an arms-length transaction based  
 40 on similar units sold in other condominiums, including units sold in bulk purchases but  
 41 excluding units sold at wholesale or distressed prices. The purchase price of units acquired in  
 42 bulk following a bankruptcy or foreclosure shall not be considered for purposes of  
 43 determining fair market value.
  - 44 4. The plan of termination must provide for payment of a first mortgage encumbering a unit to  
 45 the extent necessary to satisfy the lien, but the payment may not exceed the unit’s share of  
 46 the proceeds of termination under the plan. If the unit owner is current in payment of both  
 47 assessments and other monetary obligations to the association and any mortgage  
 48 encumbering the unit as of the date the plan of termination is recorded, the receipt by the  
 49 holder of the unit’s share of the proceeds of termination under the plan or the outstanding  
 50 balance of the mortgage, whichever is less, shall be deemed to have satisfied the first  
 51 mortgage in full.

Legend: 

Existing text (no change)

New/added text 2015 update

~~Text deletion 2015 update~~

- 1           5. Before a plan of termination is presented to the unit owners for consideration pursuant to this  
 2 paragraph, the plan must include the following written disclosures in a sworn statement:
- 3           a. The identity of any person or entity that owns or controls 50 percent or more of the units  
 4 in the condominium and, if the units are owned by an artificial entity or entities, a  
 5 disclosure of the natural person or persons who, directly or indirectly, manage or control  
 6 the entity or entities and the natural person or persons who, directly or indirectly, own or  
 7 control 20 percent or more of the artificial entity or entities that constitute the bulk owner.
- 8           b. The units acquired by any bulk owner, the date each unit was acquired, and the total  
 9 amount of compensation paid to each prior unit owner by the bulk owner, regardless of  
 10 whether attributed to the purchase price of the unit.
- 11           c. The relationship of any board member to the bulk owner or any person or entity affiliated  
 12 with the bulk owner subject to disclosure pursuant to this subparagraph.
- 13           d. If the members of the board of administration are elected by the bulk owner, unit owners  
 14 other than the bulk owner may elect at least one-third of the members of the board of  
 15 administration before the approval of any plan of termination. F.S. 718.117(3) - (3)(c)(5)(d)

### 16 **Plan of Termination**

17 (9) PLAN OF TERMINATION. - The plan of termination must be a written document executed in the  
 18 same manner as a deed by unit owners having the requisite percentage of voting interests to approve  
 19 the plan and by the termination trustee. ... A plan of termination and the consents or joinders of unit  
 20 owners ~~and, if required, consents or joinders of mortgagees~~ must be recorded in the public records of  
 21 each county in which any portion of the condominium is located. The plan is effective only upon  
 22 recordation or at a later date specified in the plan. If the plan of termination fails to receive the  
 23 required approval, the plan shall not be recorded and a new attempt to terminate the condominium  
 24 may not be proposed at a meeting or by solicitation for joinder and consent for 18 months ~~180 days~~  
 25 after the date that such failed plan of termination was first given to all unit owners in the manner as  
 26 provided in this subsection.

- 27 (a) If the plan of termination is voted on at a meeting of the unit owners called in accordance with this  
 28 subsection, any unit owner desiring to reject the plan must do so by either voting to reject the plan  
 29 in person or by proxy, or by delivering a written rejection to the association before or at the  
 30 meeting.
- 31 (b) If the plan of termination is approved by written consent or joinder without a meeting of the unit  
 32 owners, any unit owner desiring to object to the plan must deliver a written objection to the  
 33 association within 20 days after the date that the association notifies the nonconsenting owners,  
 34 in the manner provided in paragraph (15)(a), that the plan of termination has been approved by  
 35 written action in lieu of a unit owner meeting. F.S. 718.117(9) - (9)(b)

### 36 **Optional Provisions**

37 (11) PLAN OF TERMINATION; OPTIONAL PROVISIONS; CONDITIONAL TERMINATION;  
 38 WITHDRAWAL; ERRORS.

- 39 (a) Unless the plan of termination expressly authorizes a may provide that each unit owner or other  
 40 person to retain retains the exclusive right to possess that of possession to the portion of the real  
 41 estate which formerly constituted the unit after termination or to use the common elements of the  
 42 condominium after termination, all such rights in the unit and common elements automatically  
 43 terminate on the effective date of termination. Unless the plan expressly provides otherwise, all  
 44 leases, occupancy agreements, subleases, licenses, or other agreements for the use or  
 45 occupancy of any unit or common elements of the condominium automatically terminate on the  
 46 effective date of termination. If the plan expressly authorizes a unit owner or other person to  
 47 retain exclusive right of possession for that portion of the real estate that formerly constituted the  
 48 unit or to use the common elements of the condominium after termination, the plan must specify  
 49 the terms and if the plan specifies the conditions of possession. ...
- 50 (d) Upon the discovery of a scrivener's error in the plan of termination, the termination trustee may  
 51 record an amended plan or an amendment to the plan for the purpose of correcting the error, and  
 52 the amended plan or amendment to the plan must be executed by the termination trustee in the  
 53 same manner as required for the execution of a deed. F.S. 718.117(11)(a) & (11)(d)

**Allocation of Proceeds**

(12) ALLOCATION OF PROCEEDS OF SALE OF CONDOMINIUM PROPERTY. -

- (a) Unless the declaration expressly provides for the allocation of the proceeds of sale of condominium property, the plan of termination may require separate valuations for the most first apportion the proceeds between the aggregate value of all units and the value of the common elements. However, in the absence of such provision, it is presumed that the common elements have no independent value but rather that their value is incorporated into the valuation of the units, based on their respective fair market values immediately before the termination, as determined by one or more independent appraisers selected by the association or termination trustee. In a partial termination, the aggregate values of the units and common elements that are being terminated must be separately determined, and the plan of termination must specify the allocation of the proceeds of sale for the units and common elements being terminated.
- (b) The portion of proceeds allocated to the units shall be further apportioned among the individual units. The apportionment is deemed fair and reasonable if it is ~~so determined by the unit owners, who may approve the plan of termination~~ by any of the following methods: (See the statute for the unchanged methods 1. - 3.)
- (c) The methods of apportionment in paragraph (b) do not prohibit any other method of apportioning the proceeds of sale allocated to the units or any other method of valuing the units agreed upon in the plan of termination. ~~Any~~ The portion of the proceeds separately allocated to the common elements shall be apportioned among the units based upon their respective interests in the common elements as provided in the declaration.
- (e) The termination trustee may set off against, and reduce the share of, the termination proceeds allocated to a unit by the following amounts, which may include attorney fees and costs:
  1. All unpaid assessments, taxes, late fees, interest, fines, charges, and other amounts due and owing to the association associated with the unit, its owner, or the owner's family members, guests, tenants, occupants, licensees, invitees, or other persons.
  2. All costs of clearing title to the owner's unit, including, but not limited to, locating lienors, obtaining statements from such lienors confirming the outstanding amount of any obligations of the unit owner, and paying all mortgages and other liens, judgments, and encumbrances and filing suit to quiet title or remove title defects.
  3. All costs of removing the owner or the owner's family members, guests, tenants, occupants, licensees, invitees, or other persons from the unit in the event such persons fail to vacate a unit as required by the plan.
  4. All costs arising from, or related to, any breach of the plan by the owner or the owner's family members, guests, tenants, occupants, licensees, invitees, or other persons.
  5. All costs arising out of, or related to, the removal and storage of all personal property remaining in a unit, other than personal property owned by the association, so that the unit may be delivered vacant and clear of the owner or the owner's family members, guests, tenants, occupants, licensees, invitees, or other persons as required by the plan.
  6. All costs arising out of, or related to, the appointment and activities of a receiver or attorney ad litem acting for the owner in the event that the owner is unable to be located. *F.S. 718.117(12)*

-(12)(e)6

**Right to Contest**

(16)RIGHT TO CONTEST - A unit owner or lienor may contest a plan of termination by initiating a petition for mandatory nonbinding arbitration summary procedure pursuant to s. 718.1255 54.044 within 90 days after the date the plan is recorded. A unit owner or lienor may only contest the fairness and reasonableness of the apportionment of the proceeds from the sale among the unit owners, that the liens of the first mortgages of unit owners other than the bulk owner have not or will not be satisfied to the extent required by subsection (3), or that the required vote to approve the plan was not obtained. A unit owner or lienor who does not contest the plan within the 90-day period is barred from asserting or prosecuting a claim against the association, the termination trustee, any unit owner, or any successor in interest to the condominium property. In an action contesting a plan of termination, the person contesting the plan has the burden of pleading and proving that the apportionment of the

1 proceeds from the sale among the unit owners was not fair and reasonable or that the required vote  
 2 was not obtained. The apportionment of sale proceeds is presumed fair and reason- able if it was  
 3 determined pursuant to the methods prescribed in subsection (12). The arbitrator court shall  
 4 determine the rights and interests of the parties in the apportionment of the sale proceeds and order  
 5 the plan of termination to be implemented if it is fair and reasonable. If the arbitrator court determines  
 6 that the apportionment of sales proceeds plan of termination is not fair and reasonable, the arbitrator  
 7 court may void the plan or may modify the plan to apportion the proceeds in a fair and reasonable  
 8 manner pursuant to this section based upon the proceedings and order the modified plan of  
 9 termination to be implemented. If the arbitrator determines that the plan was not properly approved,  
 10 or that the procedures to adopt the plan were not properly followed, the arbitrator may void the plan or  
 11 grant other relief it deems just and proper. The arbitrator shall automatically void the plan upon a  
 12 finding that any of the disclosures required in subparagraph (3)(c)5. are omitted, misleading,  
 13 incomplete, or inaccurate. Any challenge to a plan, other than a challenge that the required vote was  
 14 not obtained, does not affect title to the condominium property or the vesting of the condominium  
 15 property in the trustee, but shall only be a claim against the proceeds of the plan. In any such action,  
 16 the prevailing party shall recover reasonable attorney attorney's fees and costs. *F.S. 718.117(16)*

17 *Alternative Dispute Resolution*

18 **F.S. 718.1255 Alternative dispute resolution; voluntary mediation; mandatory nonbinding arbitration;**  
 19 **legislative findings. -**

20 (1) DEFINITIONS. - As used in this section, the term “dispute” means any disagreement between two or  
 21 more parties that involves:

22 (c) A plan of termination pursuant to s. 718.117.

23 “Dispute” does not include any disagreement that primarily involves: title to any unit or common  
 24 element; the interpretation or enforcement of any warranty; the levy of a fee or assessment, or  
 25 the collection of an assessment levied against a party; the eviction or other removal of a tenant  
 26 from a unit; alleged breaches of fiduciary duty by one or more directors; or claims for damages to  
 27 a unit based upon the alleged failure of the association to maintain the common elements or  
 28 condominium property. *F.S. 718.1255(1)(c)*

29 **HB 791 [Chapter 2015-97]**

30 Summary - This bill modifies F.S. 718 as follows:

- 31 ■ Inserts “maintenance” in the sentence that reads: “In the absence of an insurable event, the  
 32 association or the unit owners shall be responsible for the reconstruction, repair, or replacement, as  
 33 determined by the maintenance provisions of the declaration or bylaws. It deletes “uninsured losses”  
 34 from the sentence that now reads “All property insurance deductibles and other damages in excess of  
 35 property insurance coverage under the property insurance policies maintained by the association are  
 36 a common expense of the condominium, except that: ...:”
- 37 ■ Grants the developer the right, before turnover of control to unit owners, to vote the voting interests  
 38 allocated to its units to waive the reserves or reduce the funding of reserves through the period  
 39 expiring at the end of the second fiscal year after the fiscal year in which “the certificate of a surveyor  
 40 and mapper is recorded pursuant to s. 718.104 (4) (e) or ...”
- 41 ■ Permits electronic voting and outlines the procedures the association must follow for such voting  
 42 system
- 43 ■ Provides that a claim of lien secures administrative late fees
- 44 ■ Provides the board with the power to levy fines and clarifies the associations fining authority and  
 45 authority to suspend the right of a member (or his occupant, guest, tenant, etc.) to use facilities or of  
 46 the member to vote
- 47 ■ Clarifies that an administrative fee may be collected as part of a claim of lien.
- 48 ■ Extends the date for bulk buyer from July 1, 2016 to July 1, 2018

1 *The Association - Insurance*

2 **F.S. 718.111 The association. -**

3 (11)INSURANCE. –

4 (j) Any portion of the condominium property that must be insured by the association against  
5 property loss pursuant to paragraph (f) which is damaged by an insurable event shall be  
6 reconstructed, repaired, or replaced as necessary by the association as a common expense. In  
7 the absence of an insurable event, the association or the unit owners shall be responsible for the  
8 reconstruction, repair or replacement, as determined by the maintenance provisions of the  
9 declaration or bylaws. All property insurance deductibles, ~~uninsured losses~~, and other damages  
10 in excess of property insurance coverage under the property insurance policies maintained by the  
11 association are a common expense of the condominium, except that: ...F.S. 718.111(11)(j)

12 *The Association - Official Records*

13 (12)OFFICIAL RECORDS. –

14 (a) From the inception of the association, the association shall maintain each of the following items,  
15 if applicable, which constitutes the official records of the association:  
16 15. All other written records of the association not specifically included in the foregoing which are  
17 related to the operation of the association. F.S. 718.111(12)(a)15.

18 *Bylaws - Required Provisions*

19 **F.S. 718.112 Bylaws. -**

20 (2) REQUIRED PROVISIONS. -

21 (d) Unit owner meetings. -

22 6. Unit owners may waive notice of specific meetings if allowed by the applicable bylaws or  
23 declaration or any law. ~~If authorized by the bylaws~~, Notice of meetings of the board of  
24 administration, unit owner meetings, except unit owner meetings called to recall board  
25 members under paragraph (j), and committee meetings may be given by electronic  
26 transmission to unit owners who consent to receive notice by electronic transmission. F.S.  
27 718.112(2)(d)6.

28 *Required Provisions - Annual Budget*

29 (f) Annual budget. -

30 1. The proposed annual budget of estimated revenues and expenses must be detailed and  
31 must show the amounts budgeted by accounts and expense classifications, including, at a  
32 minimum, any if applicable, but not limited to, those expenses listed in s. 718.504(21).  
33 2. b. ~~Before However, prior to~~ turnover of control of an association by a developer to unit  
34 owners other than a developer pursuant to s. 718.301, the developer may vote the voting  
35 interests allocated to its units to waive the reserves or reduce the funding of reserves .... F.S.  
36 718.112(2)(f)1. - 2.

37 *Assessments*

38 **F.S. 718.116 Assessments; liability; lien and priority; interest; collection. -**

39 (3) ... Any payment received by an association must be applied first to any interest accrued by the  
40 association, then to any administrative late fee, then to any costs and reasonable attorney ~~attorney's~~  
41 fees incurred in the collection, and then to the delinquent assessment. The foregoing is applicable  
42 notwithstanding s. 673.3111, any purported accord and satisfaction, or any restrictive endorsement,  
43 designation, or instruction placed on or accompanying a payment. The preceding sentence is  
44 intended to clarify existing law. F.S. 718.116(3)

45 (5) -

46 (b) ... The claim of lien secures all unpaid assessments that are due and that may accrue after the  
47 claim of lien is recorded and through the entry of a final judgment, as well as interest,  
48 administrative late fees, and all reasonable costs and attorney ~~attorney's~~ fees incurred by the  
49 association incident to the collection process. Upon payment in full, the person making the  
50 payment is entitled to a satisfaction of the lien. F.S. 718.116(5)(b)

## 1 Electronic Voting

2 **F.S. 718.128 Electronic Voting.** - The association may conduct elections and other unit owner votes through  
 3 an Internet-based online voting system if a unit owner consents, in writing, to online voting and if the following  
 4 requirements are met:


- 5 (1) The association provides each unit owner with:
- 6 (a) A method to authenticate the unit owner's identity to the online voting system.
- 7 (b) For elections of the board, a method to transmit an electronic ballot to the online voting system  
 8 that ensures the secrecy and integrity of each ballot.
- 9 (c) A method to confirm, at least 14 days before the voting deadline, that the unit owner's electronic  
 10 device can successfully communicate with the online voting system.
- 11 (2) The association uses an online voting system that is:
- 12 (a) Able to authenticate the unit owner's identity.
- 13 (b) Able to authenticate the validity of each electronic vote to ensure that the vote is not altered in  
 14 transit.
- 15 (c) Able to transmit a receipt from the online voting system to each unit owner who casts an  
 16 electronic vote.
- 17 (d) For elections of the board of administration, able to permanently separate any authentication or  
 18 identifying information from the electronic election ballot, rendering it impossible to tie an election  
 19 ballot to a specific unit owner.
- 20 (e) Able to store and keep electronic votes accessible to election officials for recount, inspection, and  
 21 review purposes.
- 22 (3) A unit owner voting electronically pursuant to this section shall be counted as being in attendance at  
 23 the meeting for purposes of determining a quorum. A substantive vote of the unit owners may not be  
 24 taken on any issue other than the issues specifically identified in the electronic vote, when a quorum  
 25 is established based on unit owners voting electronically pursuant to this section.
- 26 (4) This section applies to an association that provides for and authorizes an online voting system  
 27 pursuant to this section by a board resolution. The board resolution must provide that unit owners  
 28 receive notice of the opportunity to vote through an online voting system, must establish reasonable  
 29 procedures and deadlines for unit owners to consent, in writing, to online voting, and must establish  
 30 reasonable procedures and deadlines for unit owners to opt out of online voting after giving consent.  
 31 Written notice of a meeting at which the resolution will be considered must be mailed, delivered, or  
 32 electronically transmitted to the unit owners and posted conspicuously on the condominium property  
 33 or association property at least 14 days before the meeting. Evidence of compliance with the 14-day  
 34 notice requirement must be made by an affidavit executed by the person providing the notice and  
 35 filed with the official records of the association.
- 36 (5) A unit owner's consent to online voting is valid until the unit owner opts out of online voting according  
 37 to the procedures established by the board of administration pursuant to subsection (4).
- 38 (6) This section may apply to any matter that requires a vote of the unit owners who are not members of  
 39 a timeshare condominium association. *F.S. 718.128(1) - (6)*

## 40 Fines

41 F.S. 718.303 Obligations of owners and occupants; remedies. -

- 42 (3) The association may levy reasonable fines for the failure of the owner of the unit or its occupant,  
 43 licensee, or invitee to comply with any provision of the declaration, the association bylaws, or  
 44 reasonable rules of the association. A fine may not become a lien against a unit. A fine may be levied  
 45 by the board on the basis of each day of a continuing violation, with a single notice and opportunity  
 46 for hearing before a committee as provided in paragraph (b). However, the fine may not exceed \$100  
 47 per, or \$1,000 in the aggregate.
- 48 (b) A fine or suspension levied by the board of administration may not be imposed unless the board  
 49 association first provides at least 14 days' written notice and an opportunity for a hearing to the  
 50 unit owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a  
 51 committee of other unit owners who are neither board members nor persons residing in a board  
 52 member's household. The role of the committee is limited to  
 53 determining whether to confirm or reject the fine or suspension  
 54 levied by the board. If the committee does not agree, the fine or  
 55 suspension may not be imposed.
- 56 (4) If a unit owner is more than 90 days delinquent in paying a fee, fine,  
 57 or other monetary obligation due to the association, the association

Legend:  
 Existing text (no change)  
 New/added text 2015 update  
 Text deletion 2015 update



1            may suspend the right of the unit owner or the unit’s occupant, licensee, or invitee to use common  
 2            elements, common facilities, or any other association property until the fee, fine, or other monetary  
 3            obligation is paid in full.

4            (5) An association may suspend the voting rights of a unit or member due to nonpayment of any fee, fine,  
 5            or other monetary obligation due to the association which is more than 90 days delinquent. A voting  
 6            interest or consent right allocated to a unit or member which has been suspended by the association  
 7            shall be subtracted from ~~may not be counted towards~~ the total number of voting interests in the  
 8            association, which shall be reduced by the number of suspended voting interests when calculating  
 9            the total percentage or number of all voting interests available to take or approve any action, and the  
 10            suspended voting interests shall not be considered for any purpose, including, but not limited to, the  
 11            percentage or number of voting interests necessary to constitute a quorum, the percentage or  
 12            number of voting interests required to conduct an election, or the percentage or number of voting  
 13            interests required to approve an action under this chapter or pursuant to the declaration, articles of  
 14            incorporation, or bylaws.

15            (7) The suspensions permitted by paragraph (3)(a) and subsections (4) and (5) apply to a member and,  
 16            when appropriate, the member’s tenants, guests, or invitees, even if the delinquency or failure that  
 17            resulted in the suspension arose from less than all of the multiple units owned by a member. *F.S.*  
 18            *718.303(3)(b), (4), (5), (7)*

19            *Time Limitation*

20            **F.S. 718.707 Time limitation for classification as bulk assignee or bulk buyer. -**

21            A person acquiring condominium parcels may not be classified as a bulk assignee or bulk buyer unless the  
 22            condominium parcels were acquired on or after July 1, 2010, but before July 1, ~~2018~~ 2016. The date of such  
 23            acquisition shall be determined by the date of recording a deed or other instrument of conveyance for such  
 24            parcels in the public records of the county in which the condominium is located, or by the date of issuing a  
 25            certificate of title in a foreclosure proceeding with respect to such condominium parcels. *F.S. 718.707*

26            **SB 702 [Chapter 2015-02]**

27            Senate Bill 702 reenacted a portion of F.S. 718.116 Management that was omitted during the last publication.  
 28            To correct that error, subsection (6) was reenacted. The reviser’s note reads as follows:

29            **SB 702 Reviser’s note:**

30            “Section 3, Ch. 2014-146, Laws of Florida, purported to amend subsection (6) but did not publish paragraphs  
 31            (c) and (d). Absent affirmative evidence of legislative intent to repeal them, subsection (6) is reenacted to  
 32            confirm that the omission was not intended.”

33            **COOPERATIVES**

34            **Outline**

35            In 2015, there were several changes to laws that govern Florida cooperatives.

36            In this section, we’ll cover the following bills and the amendments to the statutes:

- 37            ■ HB 87 [Chapter 2015-165]
  - 38            ○ F.S. 719.203 - Warranties
- 39            ■ HB 791 [Chapter 2015-97]
  - 40            ○ F.S. 719.104 - Official records
  - 41            ○ F.S. 719.106 - Bylaws
  - 42            ○ F.S. 719.108 - Rents and assessments
  - 43            ○ F.S. 719.129 - Electronic voting
  - 44            ○ F.S. 719.303 - Fines



**1 HB 87 [Chapter 2015-165]****2 Summary - This bill ...**

**3** Revises F.S. 719 to define completion of a building or improvement as issuance of a certificate of occupancy,  
**4** whether temporary or otherwise that allows for occupancy or use of the entire building or improvement or an  
**5** equivalent authorization issued by the governmental body having jurisdiction.

**6 Warranties****7 F.S. 719.203 Warranties**

**8** (3) "Completion of a building or improvement" means issuance of a certificate of occupancy, whether  
**9** temporary or otherwise, that allows for occupancy or use of ~~for~~ the entire building or improvement, or  
**10** an ~~the~~ equivalent authorization issued by the governmental body having jurisdiction, ~~and~~ In  
**11** jurisdictions where no certificate of occupancy or equivalent authorization is issued, the term # means  
**12** substantial completion of construction, finishing, and equipping of the building or improvement  
**13** according to the plans and specifications. *F.S. 719.203(3)*

**14 HB 791 [Chapter 2015-97]****15 Summary - This bill amends F.S. 719 ...**

- 16**     ▪ To permit electronic voting, and outlines the procedures the association must follow for such voting  
**17**     system
- 18**     ▪ To provide that a claim of lien secures administrative late fees
- 19**     ▪ To provide the board with the power to levy fines
- 20**     ▪ To clarify the association's fining authority and authority to suspend the right of a member or his  
**21**     occupant, guest, tenant, etc. to use the facilities, and suspend the right of the owner to vote
- 22**     ▪ To amend certain provisions regarding financial reporting

**23 The specific changes to the statutes follow.****24 Official Records****25 F.S. 719.104 Cooperatives; access to units; records; financial reports; assessments; purchase of**  
**26 leases. -****27 (2) OFFICIAL RECORDS**

**28** (a) From the inception of the association, the association shall maintain a copy of each of the  
**29** following, where applicable, which shall constitute the official records of the association:

**30**     13. All other written records of the association not specifically included in the foregoing which are  
**31**     related to the operation of the association. *F.S. 719.104(2)13.*

**32 Mandatory Provisions****33 F.S. 719.106 Bylaws; cooperative ownership. -****34 (1) MANDATORY PROVISIONS****35 (d) Shareholder meetings ...**

**36**     3. Unit owners may waive notice of specific meetings if allowed by the applicable cooperative  
**37**     documents or law. ~~If authorized by the bylaws,~~ Notice of meetings of the board of  
**38**     administration, shareholder meetings, except shareholder meetings called to recall board  
**39**     members under paragraph (f), and committee meetings may be given by electronic  
**40**     transmission to unit owners who consent to receive notice by electronic transmission. *F.S.*  
**41**     *719.106(1)(d)3.*

1      **Rents and Assessments**

2      **F.S. 719.108 Rents and assessments; liability; lien and priority; interest; collection; cooperative**  
3      **ownership.-**

- 4            (3) Rents and assessments ... The foregoing applies notwithstanding s. 673.3111, any purported accord  
5            and satisfaction, or any restrictive endorsement, designation, or instruction placed on or  
6            accompanying a payment. The preceding sentence of is intended to clarify existing law. A late fee is  
7            not subject to chapter 687 or s. 719.303(4). *F.S. 719.108(3)*  
8            (4) The association has a lien on each cooperative parcel for any unpaid rents and assessments, plus  
9            interest, and any ~~authorized~~ administrative late fees *F.S. 719.108(4)*

10     **Electronic Voting**

11     **F.S. 719.129 Electronic Voting. - The association may conduct elections and other unit owner votes through**  
12     **an Internet-based online voting system if a unit owner consents, in writing, to online voting and if the following**  
13     **requirements are met:**

- 14            (1) The association provides each unit owner with:  
15            (a) A method to authenticate the unit owner's identity to the online voting system.  
16            (b) For elections of the board, a method to transmit an electronic ballot to the online voting system  
17            that ensures the secrecy and integrity of each ballot.  
18            (c) A method to confirm, at least 14 days before the voting deadline, that the unit owner's electronic  
19            device can successfully communicate with the online voting system.  
20            (2) The association uses an online voting system that is:  
21            (a) Able to authenticate the unit owner's identity.  
22            (b) Able to authenticate the validity of each electronic vote to ensure that the vote is not altered in  
23            transit.  
24            (c) Able to transmit a receipt from the online voting system to each unit owner who casts an  
25            electronic vote.  
26            (d) For elections of the board of administration, able to permanently separate any authentication or  
27            identifying information from the electronic election ballot, rendering it impossible to tie an election  
28            ballot to a specific unit owner.  
29            (e) Able to store and keep electronic votes accessible to election officials for recount, inspection, and  
30            review purposes.  
31            (3) A unit owner voting electronically pursuant to this section shall be counted as being in attendance at  
32            the meeting for purposes of determining a quorum. A substantive vote of the unit owners may not be  
33            taken on any issue other than the issues specifically identified in the electronic vote, when a quorum  
34            is established based on unit owners voting electronically pursuant to this section.  
35            (4) This section applies to an association that provides for and authorizes an online voting system  
36            pursuant to this section by a board resolution. The board resolution must provide that unit owners  
37            receive notice of the opportunity to vote through an online voting system, must establish reasonable  
38            procedures and deadlines for unit owners to consent, in writing, to online voting, and must establish  
39            reasonable procedures and deadlines for unit owners to opt out of online voting after giving consent.  
40            Written notice of a meeting at which the resolution will be considered must be mailed, delivered, or  
41            electronically transmitted to the unit owners and posted conspicuously on the condominium property  
42            or association property at least 14 days before the meeting. Evidence of compliance with the 14-day  
43            notice requirement must be made by an affidavit executed by the person providing the notice and  
44            filed with the official records of the association.  
45            (5) A unit owner's consent to online voting is valid until the unit owner opts out of online voting according  
46            to the procedures established by the board of administration pursuant to subsection (4).  
47            (6) This section may apply to any matter that requires a vote of the unit owners who are not members of  
48            a timeshare condominium association. *F.S. 719.129(1) - (6)*

49     ***Fines***

50     **F.S. 719.303 Obligations of Owners. -**

- 51            (1) The association may levy reasonable fines for failure of the unit owner or the unit's occupant,  
52            licensee, or invitee to comply with any provision of the cooperative documents or reasonable rules of  
53            the association. A fine may not become a lien against a unit. A fine may be levied by the board on the  
54            basis of each day of a continuing violation, with a single notice and opportunity for hearing before a  
55            committee as provided in paragraph (b). However, the fine may not exceed \$100 per violation, or

1 \$1,000 in the aggregate. A method to authenticate the unit owner's identity to the online voting  
2 system.

3 (b) A fine or suspension levied by the board of administration may not be imposed unless the board  
4 first provides at least 14 days' written ~~except after giving reasonable~~ notice and an opportunity for  
5 a hearing to the unit owner and, if applicable, its occupant ~~the unit's~~ licensee, or invitee. The  
6 hearing must be held before a committee of other unit owners who are neither board members  
7 nor persons residing in a board member's household. The role of the committee is limited to  
8 determining whether to confirm or reject the fine or suspension levied by the board. If the  
9 committee does not agree with the fine or suspension, it may not be imposed. *F.S. 719.303(1)(b)*

## 10 HOMEOWNERS' ASSOCIATION (HOA)

### 11 Outline

12 In 2015, there were several changes to laws that govern Florida homeowners' associations (HOAs).

13 In this section, we'll cover the following bills and the amendments to the statutes:

- 14 ▪ HB 791 [Chapter 2015-97]
  - 15 ○ F.S. 720.301 - Governing documents
  - 16 ○ F.S. 720.3015 - Homeowners' Association Act
  - 17 ○ F.S. 720.303 - Board meetings
  - 18 ○ F.S. 720.305 - Obligations of members/fines
  - 19 ○ F.S. 720.306 - Quorum; amendments/elections
  - 20 ○ F.S. 720.317 - Electronic voting

### 21 HB 791 [Chapter 2015-97]

22 Summary - This bill amends F.S. 720 ...

- 23 ▪ To permit electronic voting, and outlines the procedures the association must follow for such voting  
24 system
- 25 ▪ To provide that a claim of lien secures administrative late fees
- 26 ▪ To provide the board with the power to levy fines and clarifies the association's fining authority and  
27 authority to suspend the right of a member (or his occupant, guest, tenant, etc.) to use facilities or of  
28 the member to vote
- 29 ▪ To modify requirements for the board of directors

30 The specific changes to the statutes follow.

#### 31 *Governing Documents*

#### 32 **F.S. 720.301 Definitions. -**

33 (8) "Governing documents" means:

- 34 (a) The recorded declaration of covenants for a community, and all duly adopted and recorded  
35 amendments, supplements, and recorded exhibits thereto; and
- 36 (b) The articles of incorporation and bylaws of the homeowners' association, and any duly adopted  
37 amendments thereto; and
- 38 (c) Rules and regulations adopted under the authority of the recorded declaration, articles of  
39 incorporation, or bylaws and duly adopted amendments thereto. *F.S. 720.301(8)(a)-(c)*

#### 40 HOA Act

41 F.S. 720.3015 Short title. - This chapter may be cited as the "Homeowners' Association Act." F.S. 720.3015

1      **Board Meetings**

2      **F.S. 720.303 Association powers and duties; meetings of board; official records; budgets; financial**  
3      **reporting; association funds; recalls. -**

4            (2) BOARD MEETINGS. -


5            (c) The bylaws shall provide for giving notice to parcel owners and members of all board meetings  
6            and, if they do not do so, shall be deemed to provide the following:

7            1. ... The association bylaws ~~or amended bylaws~~ may provide for giving notice by electronic  
8            transmission in a manner authorized by law for meetings of the board of directors, committee  
9            meetings requiring notice under this section, and annual and special meetings of the  
10           members; however, a member must consent in writing to receiving notice by electronic  
11           transmission. *F.S. 720.303(2)(c)1.*

12      **Obligation of Members**

13      **F.S. 720.305 Obligations of members; remedies at law or in equity; levy of fines and suspension of**  
14      **use rights -**

15           (1) Each member and the member’s tenants, guests, and invitees, and  
16           each association, are governed by, and must comply with, this  
17           chapter, the governing documents of the community, and the rules  
18           of the association. Actions at law or in equity, or both, to redress  
19           alleged failure or refusal to comply with these provisions may be  
20           brought by the association or by any member against:

Legend:   
Existing text (no change)  
New/added text 2015 update  
~~Text deletion 2015 update~~

21           (d) ... The prevailing party in any such litigation is entitled to recover reasonable attorney ~~attorney’s~~  
22           fees and costs. A member prevailing in an action between the association and the member under  
23           this section, in addition to recovering his or her reasonable attorney ~~attorney’s~~ fees, may recover  
24           additional amounts as determined by the court to be necessary to reimburse the member for his  
25           or her share of assessments levied by the association to fund its expenses of the litigation. This  
26           relief does not exclude other remedies provided by law. *F.S. 720.305(1) - (6)*

27      **Fines**

28           (2) The association may levy reasonable fines. A fine may not exceed of up to \$100 per violation against  
29           any member or any member’s tenant, guest, or invitee for the failure of the owner of the parcel or its  
30           occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws,  
31           or reasonable rules of the association unless otherwise provided in the governing documents. A fine  
32           may be levied by the board for each day of a continuing violation, with a single notice and opportunity  
33           for hearing, except that the fine may not exceed \$1,000 in the aggregate unless otherwise provided in  
34           the governing documents.

35           (a) ... This paragraph does not apply to that portion of common areas used to provide access or  
36           utility services to the parcel. A suspension may not prohibit ~~impair the right of~~ an owner or tenant  
37           of a parcel from having to have vehicular and pedestrian ingress to and egress from the parcel,  
38           including, but not limited to, the right to park.

39           (b) A fine or suspension may not be imposed by the board of administration without at least 14 days’  
40           notice to the person sought to be fined or suspended and an opportunity for a hearing before a  
41           committee of at least three members appointed by the board who are not officers, directors, or  
42           employees of the association, or the spouse, parent, child, brother, or sister of an officer, director,  
43           or employee. If the committee, by majority vote, does not approve a proposed fine or suspension,  
44           it may not be imposed. The role of the committee is limited to determining whether to confirm or  
45           reject the fine or suspension levied by the board. If the board of administration ~~association~~  
46           imposes a fine or suspension, the association must provide written notice of such fine or  
47           suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant,  
48           licensee, or invitee of the parcel owner.

49           (3) If a member is more than 90 days delinquent in paying any fee, fine, or other a monetary obligation  
50           due to the association, the association may suspend the rights of the member, or the member’s  
51           tenant, guest, or invitee, to use common areas and facilities until the fee, fine, or other monetary  
52           obligation is paid in full. This subsection does not apply to that portion of common areas used to  
53           provide access or utility services to the parcel. A suspension may does not prohibit ~~impair the right of~~  
54           an owner or tenant of a parcel from having to have vehicular and pedestrian ingress to and egress  
55           from the parcel, including, but not limited to, the right to park. The notice and hearing requirements  
56           under subsection (2) do not apply to a suspension imposed under this subsection.

- 1 (4) An association may suspend the voting rights of a parcel or member for the nonpayment of any fee,  
 2 fine, or other monetary obligation due to the association that is more than 90 days delinquent. A  
 3 voting interest or consent right allocated to a parcel or member which has been suspended by the  
 4 association shall be subtracted from ~~may not be counted towards~~ the total number of voting interests  
 5 in the association, which shall be reduced by the number of suspended voting interests when  
 6 calculating the total percentage or number of all voting interests available to take or approve any  
 7 action, and the suspended voting interests shall not be considered for any purpose, including, but not  
 8 limited to, the percentage or number of voting interests necessary to constitute a quorum, the  
 9 percentage or number of voting interests required to conduct an election, or the percentage or  
 10 number of voting interests required to approve an action under this chapter or pursuant to the  
 11 governing documents.
- 12 (6) The suspensions permitted by paragraph (2)(a) and subsections (3) and (4) apply to a member and,  
 13 when appropriate, the member's tenants, guests, or invitees, even if the delinquency or failure that  
 14 resulted in the suspension arose from less than all of the multiple parcels owned by a member. F.S.  
 15 720.305(1) - (4) & (6)

### 16 *Quorum; Amendments*

#### 17 **F.S. 720.306 Meetings of members; voting and election procedures; amendments. -**

- 18 (1) QUORUM; AMENDMENTS. -  
 19 (b) ... The failure to timely provide notice of the recording of the amendment does not affect the  
 20 validity or enforceability of the amendment. F.S. 720.306(1)(b)

### 21 *Elections*

- 22 (9) ELECTIONS AND BOARD VACANCIES. -  
 23 (a) ... Except as provided in paragraph (b), all members of the association are eligible to serve on  
 24 the board of directors, and a member may nominate himself or herself as a candidate for the  
 25 board at a meeting where the election is to be held; provided, however, that if the election  
 26 process allows candidates to be nominated in advance of the meeting, the association is not  
 27 required to allow nominations at the meeting.
- 28 (b) A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the  
 29 association on the day that he or she could last nominate himself or herself or be nominated for  
 30 the board may not seek election to the board, and his or her name shall not be listed on the  
 31 ballot. A person serving as a board member who becomes more than 90 days delinquent in the  
 32 payment of any fee, fine, or other monetary obligation to the association shall be deemed to have  
 33 abandoned his or her seat on the board, creating a vacancy on the board to be filled according to  
 34 law. For purposes of this paragraph, the term "any fee, fine, or other monetary obligation" means  
 35 any delinquency to the association with respect to any parcel for more than 90 days is not eligible  
 36 for board membership. A person who has been convicted of any felony in this state or in a United  
 37 States District or Territorial Court, or has been convicted of any offense in another jurisdiction  
 38 which would be considered a felony if committed in this state, may not seek election to the board  
 39 and is not eligible for board membership unless such felon's civil rights have been restored for at  
 40 least 5 years as of the date on which such person seeks election to the board. The validity of any  
 41 action by the board is not affected if it is later determined that a person was ineligible to seek  
 42 election to the board or that a member of the board is ineligible for board membership. F.S.  
 43 720.306(9)(a) - (b)

### 44 *Electronic Voting*

45 F.S. 720.317 Electronic Voting. - The association may conduct elections and other unit owner votes through  
 46 an Internet-based online voting system if a unit owner consents, in writing, to online voting and if the following  
 47 requirements are met:

- 48 (1) The association provides each unit owner with:  
 49 (b) A method to authenticate the unit owner's identity to the online voting system.  
 50 (c) For elections of the board, a method to transmit an electronic ballot to the online voting system  
 51 that ensures the secrecy and integrity of each ballot.  
 52 (d) A method to confirm, at least 14 days before the voting deadline, that the unit owner's electronic  
 53 device can successfully communicate with the online voting system.
- 54 (2) The association uses an online voting system that is:  
 55 (b) Able to authenticate the unit owner's identity.

- 1            (c) Able to authenticate the validity of each electronic vote to ensure that the vote is not altered in  
2            transit.
- 3            (d) Able to transmit a receipt from the online voting system to each unit owner who casts an  
4            electronic vote.
- 5            (e) Able to permanently separate any authentication or identifying information from the electronic  
6            election ballot, rendering it impossible to tie an election ballot to a specific member. This  
7            paragraph only applies if the association's bylaws provide for secret ballots for the election of  
8            directors
- 9            (f) Able to store and keep electronic votes accessible to election officials for recount, inspection, and  
10           review purposes.
- 11          (3) A member voting electronically pursuant to this section shall be counted as being in attendance at the  
12          meeting for purposes of determining a quorum.
- 13          (4) This section applies to an association that provides for and authorizes an online voting system  
14          pursuant to this section by a board resolution. The board resolution must provide that members  
15          receive notice of the opportunity to vote through an online voting system, must establish reasonable  
16          procedures and deadlines for members to consent, in writing, to online voting, and must establish  
17          reasonable procedures and deadlines for members to opt out of online voting after giving consent.  
18          Written notice of a meeting at which the board resolution regarding online voting will be considered  
19          must be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously  
20          on the condominium property or association property at least 14 days before the meeting. Evidence  
21          of compliance with the 14-day notice requirement must be made by an affidavit executed by the  
22          person providing the notice and filed with the official records of the association.
- 23          (5) A member's consent to online voting is valid until the member opts out of online voting pursuant to the  
24          procedures established by the board of administration pursuant to subsection (4).
- 25          (6) This section may apply to any matter that requires a vote of the members. F.S. 719.129(1) - (6)

## 26      **TIMESHARE ASSOCIATIONS**

### 27      **Outline**

28      In 2015, there were several changes to laws that govern Florida vacation and timeshare associations.

29      In this section, we'll cover the following bills and the amendments to the statutes:

- 30            ■    HB 453 [Chapter 2015-144]
  - 31                    ○    F.S. 721.05 - Timeshare estate
  - 32                    ○    F.S. 721.07 - Public offering statement
  - 33                    ○    F.S. 721.08 - Escrow accounts
  - 34                    ○    F.S. 721.125 - Extension or termination
  - 35                    ○    F.S. 721.14 - Discharge of managing entity
  - 36                    ○    F.S. 721.52 - Definitions
  - 37                    ○    F.S. 721.53 - Subordination instruments
  - 38                    ○    F.S. 721.54 - Repealed
  - 39                    ○    F.S. 721.55 - Multisite timeshare plan
  - 40                    ○    F.S. 721.551 - Delivery of multisite plan
  - 41                    ○    F.S. 721.552 - Substitutions/deletions
  - 42                    ○    F.S. 721.56 - Management of multisite plan
  - 43                    ○    F.S. 721.57 - Offering of timeshare estates
- 44            ■    SB 702 [Chapter 2015-02]
  - 45                    ○    F.S. 721.13 - Management

**HB 453 [Chapter 2015-144]**

## Summary - This bill ...

- Amends F.S. 721 to provide new provisions for discharge of the managing entity
- Revises the requirements for multisite timeshare plans, and excludes common site expenses and ad valorem taxes from determination of common assessment calculations over prior years common assessment
- Amends to require the developer or managing entity to take certain actions if substituting accommodations to be used by purchasers
- Amends requirements for extension of termination of timeshare plans.

There are other miscellaneous changes that a CAM who is managing a timeshare should review carefully. There were no significant changes in the operational requirements and management standards for timeshare properties.

The specific changes to the statutes follow.

*Timeshare Estate*

**F.S. 721.05 Definitions.** - As used in this chapter, the term:

- (34)“Timeshare estate” means a right to occupy a timeshare unit, coupled with a freehold estate or an estate for years with a future interest in a timeshare property or a specified portion thereof, or coupled with. The term includes an ownership interest in a condominium unit pursuant to s. 718.103, an ownership interest in a cooperative unit pursuant to s. 719.103, or a direct or indirect beneficial interest in a trust that complies in all respects with the provisions of s. 721.08(2)(c)4. or s. 721.53(1)(e), provided that the trust does not contain any personal property timeshare interests. A timeshare estate is a parcel of real property under the laws of this state. F.S. 721.52(34)

*Public Offering Statement*

F.S. 721.07 Public offering statement. - Prior to offering any timeshare plan, the developer must submit a filed public offering statement to the division for approval as prescribed by s. 721.03, s. 721.55, or this section. Until the division approves such filing, any contract regarding the sale of that timeshare plan is subject to cancellation by the purchaser pursuant to s. 721.10.

- (3)(a) 3.For filings subject only to part II of this chapter, amendments made to a timeshare instrument for a component site located in this state are not required only to be delivered to purchasers who do not receive a timeshare estate or an interest in a specific multisite timeshare plan in that component site. Amendments made to a timeshare instrument for a component site not located in this state are not required to be delivered to purchasers. F.S. 721.07(3)(a)3.

- (5)(gg) 1.Such other information as is necessary to fairly, meaningfully, and effectively disclose all aspects of the timeshare plan, including, but not limited to, any disclosures made necessary by the operation of s. 721.03(8). However,

- 2.If a developer has, in good faith, attempted to comply with the requirements of this chapter section, and if, in fact, the developer he or she has substantially complied with the disclosure requirements of this chapter, nonmaterial errors or omissions are shall not be actionable, are not violations of this chapter, and do not give rise to any purchaser cancellation right. The developer has the burden of proof for purposes of this paragraph. F.S. 721.07(5)(gg)1. & 2.

*Escrow Accounts*

**F.S. 721.08 Escrow accounts; nondisturbance instruments; alternate security arrangements; transfer of legal title.** -

(2) -

(c) Compliance with conditions. -

4. Trust. -

- a. If the subject accommodations or facilities, or all use rights therein, are to be transferred into a trust in order to comply with this paragraph, such transfer shall take place pursuant to this subparagraph. If the accommodations or facilities included in such transfer are

subject to a lease, the unexpired term of the lease must be disclosed as the term of the timeshare plan pursuant to s. 721.07(5)(f)4.

b. ~~Prior to the transfer by each interestholder of the subject accommodations and facilities, or all use rights therein, to a trust, any lien or other encumbrance against such accommodations and facilities, or use rights therein, shall be made subject to a nondisturbance and notice to creditors instrument pursuant to subsection (3).~~

III. ~~The trustee shall not convey, hypothecate, mortgage, assign, lease, or otherwise transfer or encumber in any fashion any interest in or portion of the timeshare property with respect to which any purchaser has a right of use or occupancy unless the timeshare plan is terminated pursuant to the timeshare instrument, or such conveyance, hypothecation, mortgage, assignment, lease, transfer, or encumbrance is approved by a vote of twothirds of all voting interests of the timeshare plan. Subject to s. 721.552, a vote of the voting interests of the timeshare plan is not required for substitution or automatic deletion of accommodations or facilities, and such decision is declared by a court of competent jurisdiction to be in the best interests of the purchasers of the timeshare plan. The trustee shall notify the division in writing within 10 days after receiving notice of the filing of any petition relating to obtaining such a court order. The division shall have standing to advise the court of the division's interpretation of the statute as it relates to the petition.~~

5. Owners' association. -

b. ~~Prior to the transfer by each interestholder of the subject accommodations and facilities, or all use rights therein, to an owners' association, any lien or other encumbrance against such accommodations and facilities, or use rights therein, shall be made subject to a nondisturbance and notice to creditors instrument pursuant to subsection (3). No transfer pursuant to this subparagraph shall become effective until the owners' association accepts such transfer and the responsibilities set forth herein. An owners' association established pursuant to this subparagraph shall comply with the following provisions: (no changes in the remainder of 5.b.) F.S. 721.08(2)(c)4.a. - b.(III) & 5.b.~~

Extension or Termination

**F.S. 721.125 Extension or termination of timeshare plans. -**

(1) Unless the timeshare instrument provides otherwise, the vote or written consent, or both, of 60 percent of all voting interests in a timeshare plan may extend or terminate the term of the timeshare plan at any time. If the term of a timeshare plan is extended pursuant to this section, all rights, privileges, duties, and obligations created under applicable law or the timeshare instrument continue in full force to the same extent as if the extended termination date of the timeshare plan were the original termination date of the timeshare plan. If a timeshare plan is terminated pursuant to this section, the termination has immediate effect pursuant to applicable law and the timeshare instrument as if the effective date of the termination were the original date of termination.

(2) If a termination or extension vote or consent pursuant to subsection (1) is proposed for a component site of a multisite timeshare plan located in this state, the proposed termination or extension is effective only if the person authorized to make additions or substitutions of accommodations and facilities pursuant to the timeshare instrument also approves the termination or extension.

(3) This section applies only to a timeshare plan that has been in existence for at least 25 years as of the effective date of the termination or extension vote or consent required by subsection (1). F.S. 721.125(1) - (3)

Discharge of Managing Entity

**F.S. 721.14 Discharge of managing entity. -**

(4) -

(a) An owners' association and a manager or management firm may, in the management contract or other written document, agree to the transition procedures and related time periods to be followed in the event the manager or management firm is discharged pursuant to this section. If there is no written agreement between the parties that covers the matters set forth in paragraphs (b) and (c), the provisions of paragraphs (b) and (c) shall apply.

(b) Within 90 days after the date that the manager or management firm is notified by the owners' association of a successful termination vote pursuant to subsection (1), the terminated managing entity shall transfer to the owners' association or new manager or management firm all relevant



data held by the managing entity and related to any reservation system for the timeshare plan, including, but not limited to:

1. The names, addresses, and reservation status of all accommodations.
2. The names and addresses of all purchasers of timeshare interests.
3. All outstanding confirmed reservations and reservation requests.
4. Such other records and information as is necessary to permit the uninterrupted operation and administration of the timeshare plan. However, the information required to be transferred does not include private information of the terminated managing entity that is not directly related to operation and management of the timeshare plan.

(c) All reasonable costs incurred by the terminated managing entity in effecting the transfer of information required by this subsection shall be reimbursed to the terminated managing entity as a common expense of the timeshare plan within 10 days after the completed transfer of the data described in paragraph (b). ~~This section shall not apply to personal property timeshare plans.~~ *F.S. 721.14(4)(a) - (c)*

### *Definitions - Nonspecific Multisite*

#### **F.S. 721.52 Definitions. -**

- (5) "Nonspecific multisite timeshare plan" means a multisite timeshare plan ~~containing timeshare licenses or personal property timeshare interests~~, with respect to which a purchaser receives a right to use all of the accommodations and facilities, if any, of the multisite timeshare plan through the reservation system, but no specific right to use any particular accommodations and facilities for the remaining term of the multisite timeshare plan in the event that the reservation system is terminated for any reason prior to the expiration of the term of the multisite timeshare plan.

### *Definitions - Specific Multisite*

- (7) "Specific multisite timeshare plan" means a multisite timeshare ~~plan containing timeshare licenses or personal property timeshare interests~~, with respect to which a purchaser receives a specific right to use accommodations and facilities, if any, at one component site of a multisite timeshare plan, together with use rights in the other accommodations and facilities of the multisite timeshare plan created by or acquired through the reservation system. *F.S. 721.52(5) & (7)*

### *Subordination Instruments*

#### **F.S. 721.53 Subordination instruments; alternate security arrangements. -**

- (1) With respect to each accommodation or facility of a multisite time- share plan, the developer shall provide the division with satisfactory evidence that one of the following has occurred with respect to each interestholder prior to offering the accommodation or facility as a part of the multisite timeshare plan:

(e) The interestholder has transferred the subject accommodation or facility or all use rights therein to a trust that complies with this paragraph. If the accommodation or facility included in such transfer is subject to a lease, the unexpired term of the lease must be disclosed as the term of that component site pursuant to s. 721.55(4)(a). ... A trust established pursuant to this paragraph shall comply with the following provisions:

3. ~~... Subject to s. 721.552, a vote of the voting interests of the timeshare plan is not required for substitution or automatic deletion of accommodations or facilities and such decision is declared by a court of competent jurisdiction to be in the best interests of the purchasers of the timeshare plan.~~ *F.S. 721.53 721.53(1)(e)(3)*

### *Term of Nonspecific Multisite*

#### **F.S. 721.54 Term of nonspecific multisite timeshare plans. -**

**HB 453 [Chapter 2015-144] repealed this statute on July 1, 2015.**

### *Multisite Timeshare Plan*

#### **F.S. 721.55 Multisite timeshare plan public offering statement. -**

... Each multisite timeshare plan filed public offering statement shall contain the following information and disclosures:

#### Legend:

Existing text (no change)  
New/added text 2015 update  
~~Text deletion 2015 update~~



- 1 (4) A text, which shall include, where applicable, the information and disclosures set forth in paragraphs
- 2 (a)-(l).
- 3 (a) A description of the multisite timeshare plan, including its term, legal structure, and form of
- 4 ownership, ~~and. For multisite timeshare plans in which the purchaser will receive a timeshare~~
- 5 ~~estate pursuant to s. 721.57 and for specific multisite timeshare plans, the description must also~~
- 6 ~~include the term of each component site within the multisite timeshare plan. The term of each~~
- 7 ~~component site that is shorter than the term of the multisite timeshare plan must be disclosed in~~
- 8 ~~conspicuous type.~~
- 9 (h) A description of the purchaser's liability for common expenses of the multisite timeshare plan,
- 10 including the following:
- 11 2. A description of any cap imposed upon the level of common expenses payable by the
- 12 purchaser.
- 13 a. In no event shall the total common expense assessment for the multisite timeshare plan
- 14 in a given calendar year exceed 125 percent of the total common expense assessment
- 15 for the plan in the previous calendar year.
- 16 b. Component site common expenses and ad valorem taxes shall not be included in
- 17 calculating the total common expense assessment under subsubparagraph a.
- 18 (5) -
- 19 (a) Such other information as the division determines is necessary to fairly, meaningfully, and
- 20 effectively disclose all aspects of the multisite timeshare plan, including, but not limited to, any
- 21 disclosures made necessary by the operation of s. 721.03(8). ~~However,~~
- 22 (b) If a developer has, in good faith, attempted to comply with ~~the requirements of this chapter~~
- 23 ~~section, and if, in fact, the developer has substantially complied with the disclosure requirements~~
- 24 ~~of this chapter, nonmaterial errors or omissions are not actionable, are not violations of this~~
- 25 ~~chapter, and do not give rise to any purchaser cancellation right shall not be actionable.~~
- 26 (7) The following documents shall be included as exhibits to the filed public offering statement, if
- 27 applicable:
- 28 (i) -
- 29 2. If the purchaser will receive a ~~timeshare estate pursuant to s. 721.57, or an interest in a~~
- 30 ~~specific multisite timeshare plan, in a component site located outside of this state but which is~~
- 31 ~~offered in this state, the information required by s. 721.07(5) pertaining to that component~~
- 32 ~~site, provided, however, that the provisions of s.721.07(5)(t) shall only require disclosure of~~
- 33 ~~information related to the estimated budget for the timeshare plan and purchaser's expenses~~
- 34 ~~as required by the jurisdiction in which the component site is located.~~

35 *Delivery*

36 **F.S. 721.551 Delivery of multisite timeshare plan purchaser public offering statement. -**

- 37 (2) The developer shall furnish each purchaser with the following:
- 38 (c) If the purchaser will receive a ~~timeshare estate pursuant to s. 721.57, or an interest in a specific~~
- 39 ~~multisite timeshare plan, in a component site located in this state, the developer shall also furnish~~
- 40 ~~the purchaser with the information required to be delivered pursuant to s. 721.07(6)(a) and (b) for~~
- 41 ~~that the component site in which the purchaser will receive an estate or interest in a specific~~
- 42 ~~multisite timeshare plan. F.S. 721.551(4)(a), (h)2.a. - b., (5)(a)-(b), & (7)(l)2.~~

43 *Substitutions*

44 **F.S. 721.552 Additions, substitutions, or deletions of component site accommodations or facilities;**  
45 **purchaser remedies for violations. -** Additions, substitutions, or deletions of component site  
46 accommodations or facilities may be made only in accordance with the following:

- 47 (2) SUBSTITUTIONS. -
- 48 (a) Substitutions are available only for nonspecific multisite timeshare plans. Specific multisite
- 49 ~~timeshare plans or plans offering timeshare estates pursuant to s. 721.57 may not contain an~~
- 50 ~~accommodation substitution right.~~
- 51 (b) The timeshare instrument shall provide for the following:
- 52 2. The replacement accommodations and facilities must provide purchasers with an opportunity
- 53 to enjoy a substantially similar or improved vacation experience as compared to as was the
- 54 experience available at with the replaced accommodation or facility. In determining whether
- 55 the replacement accommodations and facilities will provide a substantially similar or improved
- 56 vacation experience, all relevant factors must be considered, including, but not limited to,

some or all of the following: size, capacity, furnishings, maintenance, location (geographic, topographic, and scenic), demand, and availability for purchaser use, and recreational capabilities.

(d) -

1. If the timeshare instrument provides that the developer, acting unilaterally, is the person authorized to make substitutions, the developer may not substitute ~~No more than 25 percent of the available accommodations in the multisite timeshare plan at a given component site~~ ~~may undergo substitution~~ in a given calendar year pursuant to paragraph (e) if the amount of such substituted accommodations provides more than 10 percent of the total annual use availability in the multisite timeshare plan calculated in 7- day increments in which substitution is permitted . This paragraph shall be interpreted to permit the substitution of an entire component site over a 4 year period.
2. If the timeshare instrument provides that the managing entity is the person authorized to make substitutions, and the managing entity is under common ownership or control with the developer, the managing entity may not substitute available accommodations in the multisite timeshare plan in a given calendar year pursuant to paragraph (e) if the amount of such substituted accommodations provides more than 10 percent of the total annual use availability in the multisite timeshare plan calculated in 7-day increments.
3. If the timeshare instrument provides that the managing entity is the person authorized to make substitutions, and the managing entity is not under common ownership or control with the developer, the managing entity may not substitute available accommodations in the multisite timeshare plan in a given calendar year pursuant to paragraph (e) if the amount of such substituted accommodations provides more than 25 percent of the total annual use availability in the multisite timeshare plan calculated in 7-day increments.
4. If the person authorized to make substitutions receives, within 21 days after the date of the notice of substitution required by paragraph (e), a written objection to the proposed substitution from at least 10 percent of all purchasers in the multisite timeshare plan, a meeting of the purchasers must be conducted by the managing entity within 30 days after the end of such 21-day period. The proposed substitution is ratified unless it is rejected by a majority of purchasers voting in person or by proxy at the meeting, provided that at least 25 percent of all purchasers cast votes. This subparagraph does not apply if the timeshare instrument provides that purchasers do not have the right to consent to any proposed substitutions.
5. This paragraph does not apply if the proposed substitution is approved in advance pursuant to paragraph (f).

(e) The person authorized to make substitutions shall notify all purchasers of the multisite timeshare plan in writing of her or his intention to delete accommodations or facilities ~~at a given component site~~ and to substitute them with other specified accommodations or facilities pursuant to this subsection. This notice must be given at least 6 months in advance of the date that the proposed substitution will occur; must state the last day after the end of the 6-month period on which reservations will be accepted from purchasers for use of the accommodations to be deleted; and must state that purchasers shall have 21 days after the date of the notice of substitution to file a written objection with the person authorized to make substitutions, and the notice must inform the purchasers that they may reserve the use of the accommodations to be deleted during this 6 month period . At the end of the 6 month period, The person authorized to make substitutions may delete accommodations for substitution only after such accommodations have no pending purchaser use reservations to the extent that they were not reserved during the 6 month period.

(f) The person authorized to make substitutions may make unlimited substitutions ~~If the managing entity of a multisite timeshare plan includes an owners' association composed of all purchasers or a corporation which owns or controls the accommodations and facilities of the plan, the board of administration of either of which is comprised of a majority of board members elected by purchasers other than the developer, and if such managing entity has the right to make substitutions pursuant to the timeshare instrument, all of the available accommodations at a given component site may undergo substitution in a given year without compliance with paragraphs (d) and (e) if a proposed a written plan of substitution is provided to each purchaser has been approved in advance by a majority of purchasers of the multisite timeshare plan voting in person or by proxy at a meeting called for that purpose, provided that at least 25 percent of the total number of purchasers cast votes of the board of administration and by a majority of all purchasers in the plan. The plan of substitution must:~~

- 1 ~~1. Specifically identify the component site being replaced and the proposed substitute~~
- 2 ~~component site.~~
- 3 ~~2. Contain information regarding prior demand for purchaser use of the component site being~~
- 4 ~~replaced.~~
- 5 ~~3. Provide the results of a survey of purchaser attitudes regarding the component site being~~
- 6 ~~replaced and the proposed substitute component site.~~
- 7 ~~4. Explain the practical and business reasons for effecting a total substitution within the given~~
- 8 ~~calendar year.~~
- 9 ~~5. Provide a plan for handling reservation requests during the substitution period for both the~~
- 10 ~~component site being replaced and the proposed substitute component site~~

11 Substitutions made pursuant to this paragraph shall not be subject to the provisions of subparagraph (b)2.

12 (g) If the person authorized to make substitutions has fully complied with the applicable provisions of  
 13 this subsection and the timeshare instrument, the trustee of a timeshare trust qualified under s.  
 14 721.53(1)(e) may convey title to any accommodations and facilities that have been designated or  
 15 approved for substitution as and when directed by the person authorized to make substitutions  
 16 without any further vote or other authorization of the purchasers of the multisite timeshare plan.  
 17 *F.S. 721.552(2)(a)-(b)2., (d)1.-5., (e), (f), & (g)*

18 **Deletions**

19 (3) DELETIONS. -

20 (c) Automatic deletion. - The timeshare instrument may provide that a component site will be  
 21 automatically deleted upon the expiration of its ~~term in a timeshare plan other than a nonspecific~~  
 22 ~~multisite timeshare plan~~ or as otherwise provided in the timeshare instrument. However, the  
 23 timeshare instrument must also provide that in the event a component site is deleted from the  
 24 plan in this manner, a sufficient number of purchasers of the plan will also be deleted, or a  
 25 sufficient number of replacement accommodations and facilities that comply with subparagraph  
 26 (2)(b)2. will be substituted for the deleted accommodations and facilities, so as to maintain no  
 27 greater than a one-to-one use right to use night requirement ratio. *F.S. 721.552(3)(c)*

28 **Management of Multisite Timeshares**

29 **F.S. 721.56 Management of multisite timeshare plans; reservation systems; demand balancing.** - (Most  
30 all of F.S. 721.56(5) was deleted. Only what remains is shown below.)

31 (5) Nothing contained in this part shall preclude a manager or management firm that is serving as  
 32 managing entity of a multisite timeshare plan from providing in its contract with the purchasers or  
 33 owners' association of the multisite timeshare plan or in the timeshare instrument that the manager or  
 34 management firm owns the reservation system and that the managing entity shall continue to own the  
 35 reservation system in the event the purchasers discharge the managing entity pursuant to s. 721.14.  
 36 *F.S. 721.56(5)*

37 **Offering of Timeshare Estates**

38 **F.S. 721.57 Offering of timeshare estates in specific multisite timeshare plans; required provisions in**  
39 **the timeshare instrument.** -

40 (1) In addition to meeting all the requirements of part I, timeshare estates offered in a specific multisite  
 41 timeshare plan must meet the requirements of subsection (2). Any offering of timeshare estates in a  
 42 specific multisite timeshare plan that does not comply with these requirements shall be deemed to be  
 43 an offering of a timeshare license.

44 (2) The timeshare instrument of a specific multisite timeshare plan in which timeshare estates are  
 45 offered, ~~other than a trust meeting the requirements of s. 721.08~~, must contain or provide for all of the  
 46 following matters:

47 (a) The purchaser will receive a timeshare estate as defined in s. 721.05 in one of the component  
 48 sites of the specific multisite timeshare plan. The use rights in the other component sites of the  
 49 multisite timeshare plan shall be made available to the purchaser through the reservation system  
 50 pursuant to the timeshare instrument.

51 (b) In the event that the reservation system is terminated or otherwise becomes unavailable for any  
 52 reason prior to the expiration of the term of the specific multisite timeshare plan:

53 1. The purchaser will be able to continue to use the accommodations and facilities of the  
 54 component site in which she or he has been conveyed a timeshare estate in the manner

described in the timeshare instrument for that component site for the remaining term of the timeshare estate; and

2. Any use rights in that component site which had previously been made available through the reservation system to purchasers of the specific multisite timeshare plan who were not offered a timeshare estate at that component site will terminate when the reservation system is terminated or otherwise becomes unavailable for any reason. *F.S. 721.57(1)-(2)(b)*

## SB 702 [Chapter 2015-02]

Senate Bill 702 corrects a scrivener's error. The word "mail" was left out of a sentence in F.S. 721.13.

### F.S. 721.13 Management. -

- (4) The managing entity shall maintain among its records and provide to the division upon request a complete list of the names and addresses of all purchasers and owners of timeshare units in the timeshare plan. The managing entity shall update this list no less frequently than quarterly. Pursuant to paragraph (3)(d), the managing entity may not publish this owner's list or provide a copy of it to any purchaser or to any third party other than the division. However, the managing entity shall mail to those persons listed on the owner's list materials provided by any purchaser, upon the written request of that purchaser, ...

## MOBILE HOMES

### Outline

In 2015, there were several changes to laws that govern Florida mobile home park lot tenancies.

In this section, we'll cover the following bills and the amendments to the statutes:

- HB 307 [Chapter 2015-90]
  - F.S. 73.072 - Mobile home parks compensation
  - F.S. 723.003 - Definitions
  - F.S. 723.006 - Powers and duties of division
  - F.S. 723.023 - Mobile home owner's general obligations
  - F.S. 723.031 - Lot rental agreements
  - F.S. 723.037 - Lot rental increases
  - F.S. 723.059 - Rights of purchaser
  - F.S. 723.0611 - Florida Mobile Home Relocation Corp.
  - F.S. 723.078 - Bylaws of homeowners' association
  - F.S. 723.0781 - Board member training programs
  - F.S. 723.079 - Powers and duties
  - F.S. 723.1255 - Alternative resolution of recall

## HB 307 [Chapter 2015-90]

Summary - This bill modifies F.S. 723.

Owners of mobile home parks and mobile home residents both contributed to this extensive legislation.

- It strengthens a mobile home owner's right to a 90-day notice of a lot rental increase, reduction in services or utilities, or change in the rules and regulations.
- It includes several new definitions, including electronic transmission, homeowners' association, homeowners' committee, mediation, mobile home lot, and offering circular.
- It requires mobile home owners to comply with all building permits and construction requirements and imposes fines for noncompliance.

- 1     ▪ It requires the Division of Florida Condominiums, Time Shares, and Mobile Homes (DFCTSMH) to
- 2     approve training and educational programs by approved providers for board members of mobile
- 3     home owners' associations and mobile home owners.
- 4     ▪ It permits the DBPR to remove a member of the Florida Mobile Home Relocation Corporation if
- 5     requested by the association that originally nominated the board member.
- 6     ▪ The new law also provides for procedures for the nomination and appointment of a replacement.

7 *Mobile Home Park Compensation*

8 **F.S. 73.072 Mobile home parks; compensation for permanent improvements by mobile home owners<sup>3</sup>.**

- 9     (1) When all or a portion of a mobile home park as defined in s. 723.003, 723.003(6) is appropriated
- 10     under this chapter, the condemning authority shall separately determine the compensation for any
- 11     permanent improvements made to each site. ... *F.S. 73.072(1)*

12 *Definitions*

13 **F.S. 723.003 Definitions. - As used in this chapter, the term:**

- 14     (1) ~~(44) The term~~ "Discrimination" or "discriminatory" means that a homeowner is being treated differently
- 15     as to the rent charged, the services rendered, or an action for possession or other civil action being
- 16     taken by the park owner, without a reasonable basis for the different treatment.
- 17     (2) ~~(4) The term~~ "Division" means the Division of Florida Condominiums, Timeshares, and Mobile Homes
- 18     of the Department of Business and Professional Regulation.
- 19     (3) "Electronic transmission" means of communication, not directly involving the physical transmission or
- 20     transfer of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient
- 21     and that may be directly reproduced in a comprehensible and legible paper form by the recipient
- 22     through an automated process, such as a printer or copy machine. Examples of electronic
- 23     transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that
- 24     is sent via e-mail between computers. Electronic transmission does not include oral communication
- 25     by telephone.
- 26     (4) "Homeowners' association" means a corporation for profit or not for profit, which is formed and
- 27     operates in compliance with ss. 723.075-723.079; or, in a subdivision the homeowners' association
- 28     authorized in the subdivision documents in which all home owners must be members as a condition
- 29     of ownership.
- 30     (5) "Homeowners' committee" means a committee, not to exceed five persons in number, designated by
- 31     a majority of the affected homeowners in a mobile home park or a subdivision; or, if a homeowners'
- 32     association has been formed, designated by the board of directors of the association. The
- 33     homeowners' committee is designated for the purpose of meeting with the park owner or park
- 34     developer to discuss lot rental increases, reduction in services or utilities, or changes in rules and
- 35     regulations and any other matter authorized by the homeowners' association, or the majority of the
- 36     affected home owners, and who are authorized to enter into a binding agreement with the park owner
- 37     or subdivision developer, or a binding mediation agreement, on behalf of the association, its
- 38     members, and all other mobile home owners in the mobile home park.
- 39     (6) ~~(2) The term~~ "Lot rental amount" means all financial obligations, except user fees, which are required
- 40     as a condition of the tenancy.
- 41     (7) -
- 42     (b) "Mediation" means a process whereby a mediator appointed by the Division of Florida
- 43     Condominiums, Timeshares, and Mobile Homes, or mutually selected by the parties, acts to
- 44     encourage and facilitate the resolution of a dispute. It is an informal and nonadversarial process
- 45     with the objective of helping the disputing parties reach a mutually acceptable agreement.
- 46     (c) For purposes of mediation under ss. 723.037 and 723.038, the term "parties" means a park
- 47     owner as defined in subsection (13) and a homeowners' committee selected pursuant to s.
- 48     723.037.
- 49     (8) ~~(3) The term~~ "Mobile home" means a residential structure, transportable in one or more sections,
- 50     which is 8 body feet or more in width, over 35 body feet in length with the hitch, built on an integral
- 51     chassis, designed to be used as a dwelling when connected to the required utilities, and not originally

---

<sup>3</sup> F.S. 73.072 is correct. Although most of the revisions of this bill affect F.S. 723, it also affected by this statute.

1 sold as a recreational vehicle, and includes the plumbing, heating, air-conditioning, and electrical  
2 systems contained therein.

3 (9) "Mobile home lot" means a lot described by a park owner pursuant to the requirements of s 723.012,  
4 or in a disclosure statement pursuant to s. 723.013, as a lot intended for the placement of a mobile  
5 home.

6 ~~(10)(4) The term "Mobile home lot rental agreement" or "rental agreement" means any mutual~~  
7 ~~understanding or lease, whether oral or written, between a mobile home owner and a mobile home~~  
8 ~~park owner in which the mobile home owner is entitled to place his or her mobile home on a mobile~~  
9 ~~home lot for either direct or indirect remuneration of the mobile home park owner.~~

10 ~~(11)(5) The term "Mobile home owner," "mobile homeowner," or "home owner," or "homeowner" means a~~  
11 ~~person who owns a mobile home and rents or leases a lot within a mobile home park for residential~~  
12 ~~use.~~

13 ~~(12)(6) The term "Mobile home park" or "park" means a use of land in which lots or spaces are offered for~~  
14 ~~rent or lease for the placement of mobile homes and in which the primary use of the park is~~  
15 ~~residential.~~

16 ~~(13)(7) The term "Mobile home park owner" or "park owner" means an owner or operator of a mobile~~  
17 ~~home park.~~

18 ~~(14)(8) The term "Mobile home subdivision" means a subdivision of mobile homes where individual lots~~  
19 ~~are owned by owners and where a portion of the subdivision or the amenities exclusively serving the~~  
20 ~~subdivision are retained by the subdivision developer.~~

21 (15) "Offering circular" has the same meaning as the term "prospectus" as it is used in this chapter.

22 ~~(16)(9) The term "Operator of a mobile home park" means either a person who establishes a mobile~~  
23 ~~home park on land that which is leased from another person or a person who has been delegated the~~  
24 ~~authority to act as the park owner in matters relating to the administration and management of the~~  
25 ~~mobile home park, including, but not limited to, authority to make decisions relating to the mobile~~  
26 ~~home park.~~

27 ~~(17)(10) The term "Pass-through charge" means the mobile home owner's proportionate share of the~~  
28 ~~necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital~~  
29 ~~improvement, which may include the necessary and actual direct costs and impact or hookup fees~~  
30 ~~incurred for capital improvements required for public or private regulated utilities.~~

31 ~~(18)(11) The term "Proportionate share" as used in subsection (17) (10) means an amount calculated by~~  
32 ~~dividing equally among the affected developed lots in the park the total costs for the necessary and~~  
33 ~~actual direct costs and impact or hookup fees incurred for governmentally mandated capital~~  
34 ~~improvements serving the recreational and common areas and all affected developed lots in the park.~~

35 ~~(19)(15) The term "Resale agreement" means a contract in which a mobile home owner authorizes the~~  
36 ~~mobile home park owner, or the park owner's designee, to act as exclusive agent for the sale of the~~  
37 ~~homeowner's mobile home for a commission or fee.~~

38 ~~(20)(12) The term "Unreasonable" means arbitrary, capricious, or inconsistent with this chapter.~~

39 ~~(21)(13) The term "User fees" means those amounts charged in addition to the lot rental amount for~~  
40 ~~nonessential optional services provided by or through the park owner to the mobile home owner~~  
41 ~~under a separate written agreement between the mobile home owner and the person furnishing the~~  
42 ~~optional service or services. F.S. 723.003(1) - (21)~~

### 43 Powers and Duties

44 **F.S. 723.006 Powers and duties of division. - In performing its duties, the division has the following**  
45 **powers and duties:**

46 (12)The division shall approve training and educational programs for board members of mobile home  
47 owners' associations formed and operated pursuant to s. 723.075(1) and mobile home owners. The  
48 training may, at the division's discretion, include web-based electronic media and live training and  
49 seminars in various locations throughout the state.

50 (13)The division may review and approve educational curriculums and training programs for board  
51 members and mobile home owners to be offered by providers and shall maintain a current list of  
52 approved programs and providers, and make such lists available to board members in a reasonable  
53 and cost-effective manner. The cost of such programs shall be borne  
54 by the providers of the programs. The division shall establish a fee  
55 structure for the approved training programs sufficient to recover any  
56 cost incurred by the division in operating this program.

Legend:

Existing text (no change)

New/added text 2015 update

Text deletion 2015 update



- 1 (14) Required education curriculum information for board member and mobile home owner training shall  
 2 include:  
 3 (a) The provider of the training programs, which shall include the following information regarding its  
 4 training and educational programs:  
 5 1. A price list, if any, for the programs and copies of all materials.  
 6 2. The physical location where programs will be available, if not web- based.  
 7 3. Dates when programs will be offered.  
 8 4. The curriculum of the program to be offered.  
 9 (b) The programs shall provide information about statutory and regulatory matters relating to the  
 10 board of directors of the homeowners' association and their responsibilities to the association and  
 11 to the mobile home owners in the mobile home park.  
 12 (c) Programs and materials may not contain editorial comments.  
 13 (d) The division has the right to approve and require changes to such education and training  
 14 programs. *F.S. 723.006(12), (13), (14)(a)-(d)*

15 *General Obligations*

16 **F.S. 723.023 Mobile home owner's general obligations. - A mobile home owner shall at all times:**

- 17 (1) Comply with all obligations imposed on mobile home owners by applicable provisions of building,  
 18 housing, and health codes, including compliance with all building permits and construction  
 19 requirements for construction on the mobile home and lot. The home owner is responsible for all fines  
 20 imposed by the local government for noncompliance with any local codes.  
 21 (2) Keep the mobile home lot which he or she occupies clean, neat, and sanitary, and maintained in  
 22 compliance with all local codes.  
 23 (3) Comply with properly promulgated park rules and regulations and require other persons on the  
 24 premises with his or her consent to comply with such rules therewith and to conduct themselves, and  
 25 other persons on the premises with his or her consent, in a manner that does not unreasonably  
 26 disturb other residents of the park or constitute a breach of the peace. *F.S. 723.023(1) - (3)*

27 *Lot Rental Agreements*

28 **F.S. 723.031 Mobile home lot rental agreements. -**

- 29 (5) The rental agreement shall contain the lot rental amount and services included. An increase in lot  
 30 rental amount upon expiration of the term of the lot rental agreement shall be in accordance with ss.  
 31 723.033 and 723.037 or s. 723.059(4), whichever is applicable, provided that, pursuant to s.  
 32 723.059(4), the amount of the lot rental increase is disclosed and agreed to by the purchaser, in  
 33 writing. An increase in lot rental amount shall not be arbitrary or discriminatory between similarly  
 34 situated tenants in the park. No lot rental amount may be increased during the term of the lot rental  
 35 agreement, except:  
 36 (b) For pass-through charges ad defined in s. 723.003 ~~723.003(10)~~, *F.S. 723.031(5)(b)*

37 *Lot Rental Increases*

38 **F.S. 723.037 Lot rental increases; reduction in services or utilities; change in rules and regulations;**  
 39 **mediation. -**

- 40 (1) A park owner shall give written notice to each affected mobile home owner and the board of directors  
 41 of the homeowners' association, if one has been formed, at least 90 days before ~~prior~~ to any increase  
 42 in lot rental amount or reduction in services or utilities provided by the park owner or change in rules  
 43 and regulations. The notice shall identify all other affected homeowners, which may be by lot number,  
 44 name, group, or phase. If the affected homeowners are not identified by name, the park owner shall  
 45 make the names and addresses available upon request. The home owner's right to the 90-day notice  
 46 may not be waived or precluded by a home owner, or the homeowners' committee, in an agreement  
 47 with the park owner. ...  
 48 (4) -  
 49 (a) A committee, not to exceed five in number, designated by a majority of the affected mobile home  
 50 owners or by the board of directors of the homeowners' association, if applicable, and the park  
 51 owner shall meet, at a mutually convenient time and place no later than 60 days before the  
 52 effective date of the change ~~within 30 days after receipt by the homeowners of the notice of~~  
 53 ~~change~~, to discuss the reasons for the increase in lot rental amount, reduction in services or  
 54 utilities, or change in rules and regulations. The negotiating committee shall make a written



1 request for a meeting with the park owner or subdivision developer to discuss those matters  
2 addressed in the 90-day notice, and may include in the request a listing of any other issue, with  
3 supporting documentation, that the committee intends to raise and discuss at the meeting.  
4 (7) The term “parties,” for purposes of mediation under this section and s. 723.038, means a park owner  
5 and a homeowners’ committee selected pursuant to this section. F.S. 723.037(1), (4)(a), & (7)

6 *Rights of Purchaser*

7 **F.S. 723.059 Rights of purchaser. -**

8 (5) Lifetime leases and the renewal provisions in automatically renewable leases, both those existing and  
9 those entered into after July 1, 1986, are not assumable shall be nonassumable unless otherwise  
10 provided in the mobile home lot rental agreement or unless the transferee is the home owner’s  
11 spouse. The right to an assumption of the lease by a spouse may be exercised only one time during  
12 the term of that lease. The renewal provisions in automatically renewable leases, both those existing  
13 and those entered into after July 1, 1986, are not assumable unless otherwise provided in the lease  
14 agreement. F.S. 723.059(5)

15 *Florida Mobile Home Relocation Corporation*

16 **F.S. 723.0611 Florida Mobile Home Relocation Corporation. -**

17 (1) -

18 (a) There is created the Florida Mobile Home Relocation Corporation. The corporation shall be  
19 administered by a board of directors made up of six members, three of whom shall be appointed  
20 by the Secretary of Business and Professional Regulation from a list of nominees submitted by  
21 the largest nonprofit association representing mobile home owners in this state, and three of  
22 whom shall be appointed by the Secretary of Business and Professional Regulation from a list of  
23 nominees submitted by the largest nonprofit association representing the manufactured housing  
24 industry in this state. All members of the board of directors, including the chair, shall be appointed  
25 to serve for staggered 3- year terms.

26 (b) A member of the board of directors shall be removed from the board by the Secretary of Business  
27 and Professional Regulation, with or without cause, immediately after the written request for  
28 removal from the association in paragraph (a) that originally nominated that board member. The  
29 nominating entity must include nominees for replacement with the request for removal and the  
30 secretary must immediately fill the vacancy created by the removal. The removal process may not  
31 occur more than once in a calendar year. F.S. 723.0611(1)(a) - (b)

32 *Bylaws - Administration*

33 **F.S. 723.078 Bylaws of homeowners’ associations. -**

34 (2) The bylaws shall provide and, if they do not, shall be deemed to include, the following provisions:  
35 (a) Administration. - The form of administration of the association shall be described, providing for  
36 the titles of the officers and for a board of directors and specifying the powers, duties, manner of  
37 selection and removal, and compensation, if any, of officers and board members. Unless  
38 otherwise provided in the bylaws, the board of directors shall be composed of five members. The  
39 board of directors shall elect have a president, secretary, and treasurer who shall perform the  
40 duties of those offices customarily performed by officers of corporations, and these officers shall  
41 serve without compensation and at the pleasure of the board of directors. The board of directors  
42 may elect appoint and designate other officers and grant them those duties it deems appropriate.  
43 F.S. 723.078(2)(a) - (i)

44 *Voting*

45 (b) Quorum; voting requirements; proxies. -  
46 1. Unless otherwise provided in the bylaws, 30 percent of the total membership is required to  
47 constitute a quorum. A majority of the members shall constitute a quorum. Decisions shall be  
48 made by a majority of members represented at a meeting at which a quorum is present. In  
49 addition, provision shall be made in the bylaws for definition and use of proxy. Any proxy  
50 given shall be effective only for the specific meeting for which originally given and any lawfully  
51 adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 120  
52 days after the date of the first meeting for which it was given. Every proxy shall be revocable  
53 at any time at the pleasure of the member executing it.

- 1 2. A member may not vote by general proxy but may vote by limited proxies substantially
- 2 conforming to a limited proxy form adopted by the division. Limited proxies and general
- 3 proxies may be used to establish a quorum. Limited proxies may be used for votes taken to
- 4 amend the articles of incorporation or bylaws pursuant to this section, and any other matters
- 5 for which this chapter requires or permits a vote of members, except that no proxy, limited or
- 6 general, may be used in the election of board members. Notwithstanding the provisions of
- 7 this section, members may vote in person at member meetings.
- 8 3. A proxy is effective only for the specific meeting for which originally given and any lawfully
- 9 adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90
- 10 days after the date of the first meeting for which it was given. Every proxy shall be revocable
- 11 at any time at the pleasure of the member executing it.
- 12 4. A member of the board of directors or a committee may submit in writing his or her
- 13 agreement or disagreement with any action taken at a meeting that the member did not
- 14 attend. This agreement or disagreement may not be used as a vote for or against the action
- 15 taken and may not be used for the purposes of creating a quorum. F.S. 723.078(2)(a) - (j)(8)

16 **BOD Meetings**

17 (c) Board of directors' and committee meetings. -

- 18 1. Meetings of the board of directors and meetings of its committees at which a quorum is
- 19 present shall be open to all members. Notwithstanding any other provision of law, the
- 20 requirement that board meetings and committee meetings be open to the members does not
- 21 apply to board or committee meetings held for the purpose of discussing personnel matters
- 22 or meetings between the board or a committee and the association's attorney, with respect to
- 23 potential or pending litigation, where the meeting is held for the purpose of seeking or
- 24 rendering legal advice, and where the contents of the discussion would otherwise be
- 25 governed by the attorney-client privilege. ...
- 26 2. A board or committee member's participation in a meeting via telephone, real-time
- 27 videoconferencing, or similar real-time telephonic, electronic, or video communication counts
- 28 toward a quorum, and such member may vote as if physically present. A speaker shall be
- 29 used so that the conversation of those board or committee members attending by telephone
- 30 may be heard by the board or committee members attending in person, as well as by
- 31 members present at a meeting.
- 32 3. Members of the board of directors may use e-mail as a means of communication but may not
- 33 cast a vote on an association matter via e-mail.
- 34 4. The right to attend meetings of the board of directors and its committees includes the right to
- 35 speak at such meetings with reference to all designated agenda items. The association may
- 36 adopt reasonable written rules governing the frequency, duration, and manner of members'
- 37 statements. Any item not included on the notice may be taken up on an emergency basis by
- 38 at least a majority plus one of the members of the board. Such emergency action shall be
- 39 noticed and ratified at the next regular meeting of the board. Any member may tape record or
- 40 videotape meetings of the board of directors and its committees. The division shall adopt
- 41 reasonable rules governing the tape recording and videotaping of the meeting.
- 42 5. Except as provided in s. 723.078(2)(i), a vacancy occurring on the board of directors may be
- 43 filled by the affirmative vote of the majority of the remaining directors, even though the
- 44 remaining directors constitute less than a quorum; by the sole remaining director; if the
- 45 vacancy is not so filled or if no director remains, by the members; or, on the application of any
- 46 person, by the circuit court of the county in which the registered office of the corporation is
- 47 located.
- 48 6. The term of a director elected or appointed to fill a vacancy expires at the next annual
- 49 meeting at which directors are elected. A directorship to be filled by reason of an increase in
- 50 the number of directors may be filled by the board of directors, but only for the term of office
- 51 continuing until the next election of directors by the members.
- 52 7. A vacancy that will occur at a specific later date, by reason of a resignation effective at a later
- 53 date, may be filled before the vacancy occurs. However, the new director may not take office
- 54 until the vacancy occurs.
- 55 8. -
- 56 a. The officers and directors of the association have a fiduciary relationship to the members.
- 57 b. A director and committee member shall discharge his or her duties in good faith, with the
- 58 care an ordinarily prudent person in a like position would exercise under similar

1 circumstances, and in a manner he or she reasonably believes to be in the best interests  
2 of the corporation.

3 9. In discharging his or her duties, a director may rely on information, opinions, reports, or  
4 statements, including financial statements and other financial data, if prepared or presented  
5 by:

6 a. One or more officers or employees of the corporation who the director reasonably  
7 believes to be reliable and competent in the matters presented;

8 b. Legal counsel, public accountants, or other persons as to matters the director reasonably  
9 believes are within the persons' professional or expert competence; or

10 c. A committee of the board of directors of which he or she is not a member if the director  
11 reasonably believes the committee merits confidence.

12 10. A director is not acting in good faith if he or she has knowledge concerning the matter in  
13 question that makes reliance otherwise permitted by subparagraph 9. unwarranted.

14 11. A director is not liable for any action taken as a director, or any failure to take any action, if he  
15 or she performed the duties of his or her office in compliance with this section. F.S. 723.078(2)(a) -  
16 (i)(8) (cont'd.)

### 17 *Member Meetings*

#### 18 (d) Member meetings

19 1. ... The bylaws shall not restrict any member desiring to be a candidate for board membership  
20 from being nominated from the floor. All nominations from the floor must be made at a duly  
21 noticed meeting of the members held at least 30 days before the annual meeting. The bylaws  
22 shall provide the method for calling the meetings of the members, including annual meetings.  
23 The method shall provide at least 14 days' written notice to each member in advance of the  
24 meeting and require the posting in a conspicuous place on the park property of a notice of the  
25 meeting at least 14 days prior to the meeting. The right to receive written notice of  
26 membership meetings may be waived in writing by a member. Unless waived, the notice of  
27 the annual meeting shall be mailed, hand delivered, or electronically transmitted sent by mail  
28 to each member, and shall constitute the mailing constitutes notice. ...

### 29 *Minutes of Meetings*

#### 30 (e) Minutes of meetings. -

31 1. Minutes of all meetings of members of an association, the board of directors, and a  
32 committee must be maintained in written form and approved by the members, board, or  
33 committee, as applicable. A vote or abstention from voting on each matter voted upon for  
34 each director present at a board meeting must be recorded in the minutes.

35 2. All approved minutes of all meetings of members, committees, and of the board of directors  
36 shall be kept in a businesslike manner and shall be available for inspection by members, or  
37 their authorized representatives, and board members at reasonable times. The association  
38 shall retain these minutes for a period of at least ~~not less than~~ 7 years. F.S. 723.078(2)(a) - (i)(8)  
39 (cont'd.)

### 40 *Manner of Sharing*

41 (f) Manner of sharing assessments. - The share or percentage of, and manner of sharing,  
42 assessments and expenses for each member shall be stated.

### 43 *Annual Budget*

44 (g) Annual budget. - If the bylaws provide for adoption of an annual budget by the members, the  
45 board of directors shall mail a meeting notice and copies of the proposed annual budget of  
46 expenses to the members at least ~~not less than~~ 30 days before prior to the meeting at which the  
47 budget will be considered. If the bylaws provide that the budget may be adopted by the board of  
48 directors, the members shall be given written notice of the time and place at which the meeting of  
49 the board of directors to consider the budget will be held. The meeting shall be open to the  
50 members. If the bylaws do not provide for adoption of an annual budget, this paragraph shall not  
51 apply. F.S. 723.078(2)(a) - (i)(8)

1 **Amendment of Articles**

2 (h) Amendment of articles of incorporation and bylaws. -


- 3 1. The method by which the articles of incorporation and bylaws may be amended consistent
- 4 with the provisions of this chapter shall be stated. If the bylaws fail to provide a method of
- 5 amendment, the bylaws may be amended by the board of directors and approved by a
- 6 majority of members at a meeting at which a quorum is present of the membership. No bylaw
- 7 shall be revised or amended by reference to its title or number only.
- 8 2. Notwithstanding any other provision of this section, if an amendment to the articles of
- 9 incorporation or the bylaws is required by any action of any federal, state, or local
- 10 governmental authority or agency, or any law, ordinance, or rule thereof, the board of
- 11 directors may, by a majority vote of the board, at a duly noticed meeting of the board, amend
- 12 the articles of incorporation or bylaws without a vote of the membership.

13 **Recall of Board Members**

14 (i) ~~Officers and directors of the association have a fiduciary relationship to the members.~~

15 (j) Recall of board members. - Any member of the board of directors may be recalled and removed

- 16 from office with or without cause by the vote of or agreement in writing by a majority of all
- 17 members. A special meeting of the members to recall a member or members of the board of
- 18 directors may be called by 10 percent of the members giving notice of the meeting as required for
- 19 a meeting of members, and the notice shall state the purpose of the meeting. Electronic
- 20 transmission may not be used as a method of giving notice of a meeting called in whole or in part
- 21 for this purpose.
- 22 1. If the recall is approved by a majority of all members by a vote at a meeting, the recall is
- 23 effective as provided in this paragraph. The board shall duly notice and hold a board meeting
- 24 within 5 full business days after the adjournment of the member meeting to recall one or more
- 25 board members. At the meeting, the board shall either certify the recall, in which case such
- 26 member or members shall be recalled effective immediately and shall turn over to the board,
- 27 within 5 full business days, any and all records and property of the association in their
- 28 possession, or shall proceed under subparagraph 3.
- 29 2. If the proposed recall is by an agreement in writing by a majority of all members, the
- 30 agreement in writing or a copy thereof shall be served on the association by certified mail or
- 31 by personal service in the manner authorized by chapter 48 and the Florida Rules of Civil
- 32 Procedure. The board of directors shall duly notice and hold a meeting of the board within 5
- 33 full business days after receipt of the agreement in writing. At the meeting, the board shall
- 34 either certify the written agreement to recall members of the board, in which case such
- 35 members shall be recalled effective immediately and shall turn over to the board, within 5 full
- 36 business days, any and all records and property of the association in their possession, or
- 37 shall proceed as described in subparagraph 3.
- 38 3. If the board determines not to certify the written agreement to recall members of the board, or
- 39 does not certify the recall by a vote at a meeting, the board shall, within 5 full business days
- 40 after the board meeting, file with the division a petition for binding arbitration pursuant to the
- 41 procedures of s. 723.1255. For purposes of this paragraph, the members who voted at the
- 42 meeting or who executed the agreement in writing shall constitute one party under the
- 43 petition for arbitration. If the arbitrator certifies the recall of a member of the board, the recall
- 44 shall be effective upon mailing of the final order of arbitration to the association. If the
- 45 association fails to comply with the order of the arbitrator, the division may take action under
- 46 s. 723.006. A member so recalled shall deliver to the board any and all records and property
- 47 of the association in the member's possession within 5 full business days
- 48 4. If the board fails to duly notice and hold a board meeting within 5 full business days after
- 49 service of an agreement in writing or within 5 full business days after the adjournment of the
- 50 members' recall meeting, the recall shall be deemed effective and the board members so
- 51 recalled shall immediately turn over to the board all records and property of the association.
- 52 5. If the board fails to duly notice and hold the required
- 53 meeting or fails to file the required petition, the member's
- 54 representative may file a petition pursuant to s.723.1255
- 55 challenging the board's failure to act. The petition must be
- 56 filed within 60 days after expiration of the applicable 5-full-
- 57 business- day period. The review of a petition under this
- 58 subparagraph is limited to the sufficiency of service on the

Legend: 

- Existing text (no change)
- New/added text 2015 update
- ~~Text deletion 2015 update~~

board and the facial validity of the written agreement or ballots filed.

6. If a vacancy occurs on the board as a result of a recall and less than a majority of the board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any other provision of this chapter. If vacancies occur on the board as a result of a recall and a majority or more of the board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the division, which rules need not be consistent with this chapter. The rules must provide procedures governing the conduct of the recall election as well as the operation of the association during the period after a recall but before the recall election.
7. A board member who has been recalled may file a petition pursuant to s. 723.1255 challenging the validity of the recall. The petition must be filed within 60 days after the recall is deemed certified. The association and the member's representative shall be named as the respondents.
8. The division may not accept for filing a recall petition, whether or not filed pursuant to this subsection, and regardless of whether the recall was certified, when there are 60 or fewer days until the scheduled reelection of the board member sought to be recalled or when 60 or fewer days have not elapsed since the election of the board member sought to be recalled.

F.S. 723.078(2)(a) - (j)(8)

### Board Member Training Programs

F.S. 723.0781 Board member training programs. -

Within 90 days after being elected or appointed to the board, a newly elected or appointed director shall certify by an affidavit in writing to the secretary of the association that he or she has read the association's current articles of incorporation, bylaws, and the mobile home park's prospectus, rental agreement, rules, regulations, and written policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the association's members. In lieu of this written certification, within 90 days after being elected or appointed to the board, the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum approved by the division within 1 year before or 90 days after the date of election or appointment. The educational certificate is valid and does not have to be resubmitted as long as the director serves on the board without interruption. A director who fails to timely file the written certification or educational certificate is suspended from service on the board until he or she complies with this section. The board may temporarily fill the vacancy during the period of suspension.

The secretary of the association shall retain a director's written certification or educational certificate for inspection by the members for 5 years after the director's election or the duration of the director's uninterrupted tenure, whichever is longer. Failure to have such written certification or educational certificate on file does not affect the validity of any board action. F.S. 723.0781

### Powers and Duties - Maintain Official Records

F.S. 723.079 Powers and duties of homeowners' association. -

- (4) The association shall maintain the following items, when applicable, which constitute the official records of the association:
  - (a) A copy of the association's articles of incorporation and each amendment to the articles of incorporation.
  - (b) A copy of the bylaws of the association and each amendment to the bylaws.
  - (c) A copy of the written rules or policies of the association and each amendment to the written rules or policies.
  - (d) The approved minutes of all meetings of the members, the board of directors, and committees of the board, which minutes must be retained within the state for at least 7 years.
  - (e) A current roster of all members and their mailing addresses and lot identifications. The association shall also maintain the e-mail addresses and the numbers designated by members for receiving notice sent by electronic transmission of those members consenting to receive notice by electronic transmission. The e-mail addresses and numbers provided by members to receive notice by electronic transmission shall be removed from association records when consent to receive notice by electronic transmission is revoked. However, the association is not liable for an erroneous disclosure of the e-mail address or the number for receiving electronic transmission of notices.

- 1 (f) All of the association's insurance policies or copies thereof, which must be retained for at least 7  
 2 years.
- 3 (g) A copy of all contracts or agreements to which the association is a party, including, without  
 4 limitation, any written agreements with the park owner, lease, or other agreements or contracts  
 5 under which the association or its members has any obligation or responsibility, which must be  
 6 retained for at least 7 years.
- 7 (h) The financial and accounting records of the association, kept according to good accounting  
 8 practices. All financial and accounting records must be maintained for a period of at least 7 years.  
 9 The financial and accounting records must include:
- 10 1. Accurate, itemized, and detailed records of all receipts and expenditures.
  - 11 2. A current account and a periodic statement of the account for each member, designating the  
 12 name and current address of each member who is obligated to pay dues or assessments, the  
 13 due date and amount of each assessment or other charge against the member, the date and  
 14 amount of each payment on the account, and the balance due.
  - 15 3. All tax returns, financial statements, and financial reports of the association.
  - 16 4. Any other records that identify, measure, record, or communicate financial information.
  - 17 5. All other written records of the association not specifically included in the foregoing which are  
 18 related to the operation of the association. F.S. 723.079(4) - (13)

### 19 Official Records

- 20 (5) The official records shall be maintained within the state for at least 7 years and shall be made  
 21 available to a member for inspection or photocopying within 10 business days after receipt by the  
 22 board or its designee of a written request submitted by certified mail, return receipt requested. The  
 23 requirements of this subsection are satisfied by having a copy of the official records available for  
 24 inspection or copying in the park or, at the option of the association, by making the records available  
 25 to a member electronically via the Internet or by allowing the records to be viewed in electronic format  
 26 on a computer screen and printed upon request. If the association has a photocopy machine  
 27 available where the records are maintained, it must provide a member with copies on request during  
 28 the inspection if the entire request is no more than 25 pages. An association shall allow a member or  
 29 his or her authorized representative to use a portable device, including a smartphone, tablet, portable  
 30 scanner, or any other technology capable of scanning or taking photographs, to make an electronic  
 31 copy of the official records in lieu of the association's providing the member or his or her authorized  
 32 representative with a copy of such records. The association may not charge a fee to a member or his  
 33 or her authorized representative for the use of a portable device.
- 34 (a) The failure of an association to provide access to the records within 10 business days after  
 35 receipt of a written request submitted by certified mail, return receipt requested, creates a  
 36 rebuttable presumption that the association willfully failed to comply with this subsection.
- 37 (b) A member who is denied access to official records is entitled to the actual damages or minimum  
 38 damages for the association's willful failure to comply with this subsection. The minimum  
 39 damages are to be \$10 per calendar day up to 10 days, the calculation to begin on the 11th  
 40 business day after receipt of the written request, submitted by certified mail, return receipt  
 41 requested.
- 42 (c) The association may adopt reasonable written rules governing the frequency, time, location,  
 43 notice, records to be inspected, and manner of inspections, but may not require a member to  
 44 demonstrate a proper purpose for the inspection, state a reason for the inspection, or limit a  
 45 member's right to inspect records to less than 1 business day per month. The association may  
 46 impose fees to cover the costs of providing copies of the official records, including the costs of  
 47 copying and for personnel to retrieve and copy the records if the time spent retrieving and  
 48 copying the records exceeds 30 minutes and if the personnel costs do not exceed \$20 per hour.  
 49 Personnel costs may not be charged for records requests that result in the copying of 25 or fewer  
 50 pages. The association may charge up to 25 cents per page for copies made on the association's  
 51 photocopier. If the association does not have a photocopy machine available where the records  
 52 are kept, or if the records requested to be copied exceed 25 pages in length, the association may  
 53 have copies made by an outside duplicating service and may charge the actual cost of copying,  
 54 as supported by the vendor invoice. The association shall maintain an adequate number of  
 55 copies of the recorded governing documents, to ensure their availability to members and  
 56 prospective members. Notwithstanding this paragraph, the following records are not accessible to  
 57 members or home owners:

1. A record protected by the lawyer-client privilege as described in s. 90.502 and a record protected by the work-product privilege, including, but not limited to, a record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association and which was prepared exclusively for civil or criminal litigation, for adversarial administrative proceedings, or in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.
2. Email addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a home owner other than as provided for association notice requirements, and other personal identifying information of any person, excluding the person's name, lot designation, mailing address, and property address. Notwithstanding the restrictions in this subparagraph, an association may print and distribute to home owners a directory containing the name, park address, and telephone number of each home owner. However, a home owner may exclude his or her telephone number from the directory by so requesting in writing to the association. The association is not liable for the disclosure of information that is protected under this subparagraph if the information is included in an official record of the association and is voluntarily provided by a home owner and not requested by the association.
3. A electronic security measure that is used by the association to safeguard data, including passwords.
4. The software and operating system used by the association which allows the manipulation of data, even if the home owner owns a copy of the same software used by the association. The data is part of the official records of the association. F.S. 723.079(4) - (13)

### Outgoing Board

- (6) An outgoing board or committee member must relinquish all official records and property of the association in his or her possession or under his or her control to the incoming board within 5 days after the election or removal. An association shall maintain accounting records in the county where the property is located, according to good accounting practices. The records shall be open to inspection by association members or their authorized representatives at reasonable times, and written summaries of such records shall be supplied at least annually to such members or their authorized representatives. The failure of the association to permit inspection of its accounting records by members or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The records shall include, but shall not be limited to:
- (a) A record of all receipts and expenditures.
  - (b) An account for each member, designating the name and current mailing address of the member, the amount of each assessment, the dates on which and amounts in which the assessments come due, the amount paid upon the account, and the balance due.

### Various

- ~~(5)~~ (7) An association has the power ...
- ~~(6)~~ (8) An association shall use its best efforts ...
- ~~(7)~~ (9) An association has the authority ...
- ~~(8)~~ (10) Any mobile home owners' association ...
- ~~(9)~~ (11) An association organized under ...
- ~~(10)~~ (12) For a period of 180 days after the date of a purchase of a mobile home park by the association, the association shall not be required to comply with the provisions of part V of chapter 718, or part V of chapter 719, or part II of chapter 720, as to mobile home owners or persons who have executed contracts to purchase mobile homes in the park.
- ~~(14)~~ (13) The provisions of subsections subsection (4) and (7) shall not apply to records relating to subscription funds collected pursuant to subsection (11) (9). F.S. 723.079(4) - (13) (cont'd.)

### Alternative Resolution

F.S. 723.1255 Alternative resolution of recall disputes. - The Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation shall adopt rules of procedure to govern binding recall arbitration proceedings. F.S. 723.1255

1    **NOT-FOR-PROFIT**

2    **HB 791 [Chapter 2015-97]**

3    **Summary** - This bill modifies F.S. 617 Corporations Not For Profit - to permit any copy, facsimile  
4    transmission, or other reliable reproduction of the original proxy to be substituted or used in lieu of the original  
5    proxy for any purpose for which the original proxy could be used if the copy, facsimile transmission, or other  
6    reproduction is a complete reproduction of the entire proxy.

7    *Voting*

8    **F.S. 617.0721 Voting by members. -**

9        (2) A member who is entitled to vote may vote in person or, unless the articles of incorporation or the  
10      bylaws otherwise provide, may vote by proxy executed in writing by the member or by his or her duly  
11      authorized attorney in fact. Notwithstanding any provision to the contrary in the articles of  
12      incorporation or bylaws, any copy, facsimile transmission, or other reliable reproduction of the original  
13      proxy may be substituted or used in lieu of the original proxy for any purpose for which the original  
14      proxy could be used if the copy, facsimile transmission, or other reproduction is a complete  
15      reproduction of the entire proxy. An appointment of a proxy is not valid after 11 months following the  
16      date of its execution unless otherwise provided in the proxy. *F.S. 617.0721*

17    **OTHER LEGISLATION RELATED TO COMMUNITY ASSOCIATIONS**

18    **Outline**

19    In 2015, there were several changes to laws related to community associations. In this section, we'll cover the  
20    following bills and the amendments to the statutes:

- HB 21 [Chapter 2015-100]
  - F.S. 397 - Sober houses
- HB 71 [Chapter 2015-131]
  - F.S. 413.08 - Service animals
- HB 87 [Chapter 2015-165]
  - F.S. 558.001 - Legislative findings
  - F.S. 588.002 - Definitions
  - F.S. 588.004 - Notice of opportunity to repair
- HB 165 [Chapter 2015-135]
  - F.S. 627.062 - Rate standards
  - F.S. 627.0628 - Florida Commission on Hurricane
  - F.S. 627.0645 - Annual filings
  - F.S. 627.3518 - Clearinghouse program
  - F.S. 627.4133 - Notice of cancellation
  - F.S. 627.7074 - Sinkhole insurance
  - F.S. 631.65 - Advertisement of solicitation
- HB 185 [Chapter 2015-86]
  - F.S. 119.071 - General exemptions
- HB 273 [Chapter 2015-170]
  - F.S. 627.421 - Delivery of policy
  - F.S. 627.43141 - Notice of change
- HB 305 [Chapter 2015-89]
  - F.S. 82.045 - Remedy for unlawful detention
- HB 715 [Chapter 2015-94]
  - F.S. 627.351 - Insurance risk
  - F.S. 627.712 - Residential windstorm coverage
- HB 779 [Chapter 2015-96]
  - F.S. 83.561 - Termination of rental agreement
- SB 222 [Chapter 2015-14]
  - F.S. 668.801 - Purpose
  - F.S. 668.802 - Definitions
  - F.S. 668.803 - Prohibited acts
  - F.S. 668.804 - Remedies
  - F.S. 668.805 - Exclusions
- SB 466 [Chapter 2015-60]
  - F.S. 553.793 - Streamlined low-voltage
- SB 766 [Chapter 2015-26]
  - F.S. 934.50 - Searches and Seizures
- SB 982 [Chapter 2015-68]
  - F.S. 509.092 - Public lodging
  - F.S. 760.11 - Administrative and civil remedies
- SB 1094 [Chapter 2015-69]
  - F.S. 163.3178 - Coastal management
  - F.S. 627.715 - Flood insurance



**HB 21 [Chapter 2015-100]**

**Summary** - Chapter 2015-100<sup>4</sup> specifically addresses sober houses. It revises F.S. 397 for the purpose of assisting and protecting persons suffering from addiction, who represent a vulnerable consumer population in need of adequate housing, to achieve long-lasting sobriety. The revisions, among other actions:

- Requires the Department of Children and Family Services to create a voluntary certification program for recovery residences.
- Defines a “recovery residence” to mean a residential dwelling unit, or other form of group housing, that is offered or advertised through any means, by any person or entity as a residence that provides a peer-supported, alcohol and drug free living environment.
- Requires that a service provider (a public agency, a private agency, a person who is a private practitioner, or a hospital) licensed under this section, may not refer a current or discharged patient to a recovery residence unless the residence holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator as provided in s. 397.4871.
- Requires the recovery residence to create a good neighbor policy to address neighborhood concerns and complaints.

Associations with sober houses may wish to review the legislation and discuss it with the association attorney.

**HB 71 [Chapter 2015-131]**

**Summary** - This bill modifies F.S. 413 regarding service animals (either a dog or miniature horse) in places of public accommodation.

- Community associations may be considered places of public accommodation depending on their rental policies and/or whether they have areas that are accessible to the public.
- The law defines disability, major life activity, physical or mental impairment, public accommodation, and service animal.
- It outlines what an entity can ask regarding a service animal, and what responsibilities an individual has in maintaining control over the service animal.
- It provides penalties for those who violate this statute, either through alleging they have a disability (when they do not), or by falsely claiming to train animals to be used by the disabled.

*Service Animals*

**F.S. 413.08 Rights and responsibilities of an individual with a disability; use of a service animal; prohibited discrimination in public employment, public accommodations, and of housing accommodations; penalties. -**

(1) As used in this section and s. 413.081, the term:

- (b) “Individual with a disability” means a person who has a physical or mental impairment that substantially limits one or more major life activities of the individual ~~is deaf, hard of hearing, blind, visually impaired, or otherwise physically disabled.~~ As used in this paragraph, the term:
1. “Major life activity” means a function such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working ~~“Hard of hearing” means an individual who has suffered a permanent hearing impairment that is severe enough to necessitate the use of amplification devices to discriminate speech sounds in verbal communication.~~
  2. “Physical or mental impairment” means:
    - a. A physiological disorder or condition, disfigurement, or anatomical loss that affects one or more bodily functions; or
    - b. A mental or psychological disorder that meets one of the diagnostic categories specified in the most recent

Legend:

Existing text (no change)  
 New/added text 2015 update  
 Text deletion 2015 update



<sup>4</sup> Please visit our website at [www.goldcoastschools.com](http://www.goldcoastschools.com), click on Student Resources, select Downloads and Links, and click on CAM Continuing Education found under CAM Downloads to read the legislation, “Chapter 2015-100.”

edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association, such as an intellectual or developmental disability, organic brain syndrome, traumatic brain injury, posttraumatic stress disorder, or an emotional or mental illness. “Physically disabled” means any person who has a physical impairment that substantially limits one or more major life activities.

(c) “Public accommodation” means a common carrier, airplane, motor vehicle, railroad train, motor bus, streetcar, boat, or other public conveyance or mode of transportation; hotel; a timeshare that is a transient public lodging establishment as defined in s. 509.013; lodging place; place of public accommodation, amusement, or resort; and other places to which the general public is invited, subject only to the conditions and limitations established by law and applicable alike to all persons. The term does not include air carriers covered by the Air Carrier Access Act of 1986, 49 U.S.C. s. 41705, and by regulations adopted by the United States Department of Transportation to implement such act.

(d) “Service animal” means an animal that is trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work done or tasks performed must be directly related to the individual’s disability and may include, but are not limited to, guiding an individual—a person who is visually impaired or blind, alerting an individual—a person who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual—a person who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks. A service animal is not a pet. For purposes of subsections (2), (3), and (4), the term “service animal” is limited to a dog or miniature horse. The crime-deterrent effect of an animal’s presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for purposes of this definition.

(2) An individual with a disability is entitled to full and equal accommodations, advantages, facilities, and privileges in all public accommodations. A public accommodation must modify its policies, practices, and procedures to permit use of a service animal by an individual with a disability. This section does not require any person, firm, business, or corporation, or any agent thereof, to modify or provide any vehicle, premises, facility, or service to a higher degree of accommodation than is required for a person not so disabled.

(3) An individual with a disability has the right to be accompanied by a service animal in all areas of a public accommodation that the public or customers are normally permitted to occupy.

(a) The service animal must be under the control of its handler and must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal’s safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler’s control by means of voice control, signals, or other effective means.

~~(b) (a)~~ Documentation that the service animal is trained is not a precondition for providing service to an individual accompanied by a service animal. A public accommodation may not ask about the nature or extent of an individual’s disability. To determine the difference between a service animal and a pet, a public accommodation may ask if an animal is a service animal required because of a disability and what work or what tasks the animal has been trained to perform. ~~in order to determine the difference between a service animal and a pet.~~

Renumbering of items (b) through (d) to (c) to (e) respectively are not included since there are no substantial changes.

(f) ~~(e)~~ A public accommodation may exclude or remove any animal from the premises, including a service animal, if the animal is out of control and the animal’s handler does not take effective action to control it, the animal is not housebroken, or the animal’s behavior poses a direct threat to the health and safety of others. ...

(4) Any person, firm, or corporation, or the agent of any person, firm, or corporation, who denies or interferes with admittance to, or enjoyment of, a public accommodation or, with regard to a public accommodation, otherwise interferes with the rights of an individual with a disability or the trainer of a service animal while engaged in the training of such an animal pursuant to subsection (8), commits a

1 misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 and must  
 2 perform 30 hours of community service for an organization that serves individuals with disabilities, or  
 3 for another entity or organization at the discretion of the court, to be completed in not more than 6  
 4 months.

5 (6) An individual with a disability is entitled to rent, lease, or purchase, as other members of the general  
 6 public, any housing accommodations offered for rent, lease, or other compensation in this state,  
 7 subject to the conditions and limitations established by law and applicable alike to all persons

8 (b) An individual with a disability who has a service animal or who obtains a service animal is entitled  
 9 to full and equal access to all housing accommodations provided for in this section, and such a  
 10 person may not be required to pay extra compensation for such the service animal. ...

11 (c) This subsection does not limit the rights or remedies of a housing accommodation or an individual  
 12 with a disability that are granted by federal law or another law of this state with regard to other  
 13 assistance animals.

14 (9) A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or  
 15 written notice, as using a service animal and being qualified to use a service animal or as a trainer of  
 16 a service animal commits a misdemeanor of the second degree, punishable as provided in s. 775.082  
 17 or s. 775.083 and must perform 30 hours of community service for an organization that serves  
 18 individuals with disabilities, or for another entity or organization at the discretion of the court, to be  
 19 completed in not more than 6 months. *F.S. 413.08(1) - (4), (6) and (9)*

## 20 **HB 87 [Chapter 2015-165]**

21 **Summary** - This bill amends F.S. 558 (dealing with construction defects) as follows:

- 22     ▪ It states that F.S. 558 is intended to allow the parties to resolve a claim through confidential  
 23 settlement negotiations without resort to further legal process.
- 24     ▪ It amends the definition of completion of a building or improvement to mean the issuance of a  
 25 certificate of occupancy, whether temporary or otherwise, that allows for occupancy or use of the  
 26 entire building or improvement, or an equivalent authorization issued by the governmental body  
 27 having jurisdiction.
- 28     ▪ It amends the notice of claim requirement to require that the claim describe in reasonable detail the  
 29 nature of each alleged construction defect and, if known, the damage or loss resulting from the  
 30 defect.
- 31     ▪ It requires that the claim must be based upon at least a visual inspection and the notice must identify  
 32 the location of each alleged construction defect sufficiently to enable the responding parties to locate  
 33 the alleged defect without undue burden. The claimant is not required to perform destructive or other  
 34 testing before providing the notice of claim.

35 There are other requirements that you should review with a community association or construction attorney  
 36 upon entering into a construction contract.

### 37 *Legislative Findings*

#### 38 **F.S. 558.001 Legislative findings and declaration. -**

39 The Legislature finds that it is beneficial to have an alternative method to resolve construction disputes that  
 40 would reduce the need for litigation as well as protect the rights of property owners. An effective alternative  
 41 dispute resolution mechanism in certain construction defect matters should involve the claimant filing a notice  
 42 of claim with the contractor, subcontractor, supplier, or design professional that the claimant asserts is  
 43 responsible for the defect, and should provide the contractor, subcontractor, supplier, or design professional,  
 44 and the insurer of the contractor, subcontractor, supplier, or design professional, with an opportunity to  
 45 resolve the claim through confidential settlement negotiations without resort to further legal process. *F.S. 558.001*

### 46 *Definitions*

#### 47 **F.S. 558.002 Definitions. -**

- 48 (4) "Completion of a building or improvement" means issuance of a certificate of occupancy, whether  
 49 temporary or otherwise, that allows for occupancy or use of ~~for~~ the entire building or improvement, or  
 50 an the equivalent authorization to occupy or use the improvement, issued by the governmental body  
 51 having jurisdiction. ~~and, In jurisdictions where no certificate of occupancy or the equivalent~~

1 authorization is issued, the term means substantial completion of construction, finishing, and  
2 equipping of the building or improvement according to the plans and specifications. *F.S. 558.002(4)*

3 *Notice of Opportunity*

4 F.S. 558.004 Notice and opportunity to repair. -

5 (1) -

6 (a) In actions brought alleging a construction defect, the claimant shall, at least 60 days before filing  
7 any action, or at least 120 days before filing an action involving an association representing more  
8 than 20 parcels, serve written notice of claim on the contractor, subcontractor, supplier, or design  
9 professional, as applicable, which notice shall refer to this chapter. If the construction defect claim  
10 arises from work performed under a contract, the written notice of claim must be served on the  
11 person with whom the claimant contracted.

12 (b) The notice of claim must describe ~~the claim~~ in reasonable detail ~~sufficient to determine the~~  
13 ~~general~~ nature of each alleged construction defect and, ~~if known, a description of the damage or~~  
14 ~~loss resulting from the defect, if known.~~ Based upon at least a visual inspection by the claimant or  
15 its agents, the notice of claim must identify the location of each alleged construction defect  
16 sufficiently to enable the responding parties to locate the alleged defect without undue burden.  
17 The claimant has no obligation to perform destructive or other testing for purposes of this notice.

18 (c) The claimant shall endeavor to serve the notice of claim within 15 days after discovery of an  
19 alleged defect, but the failure to serve notice of claim within 15 days does not bar the filing of an  
20 action, subject to s. 558.003. This subsection does not preclude a claimant from filing an action  
21 sooner than 60 days, or 120 days as applicable, after service of written notice as expressly  
22 provided in subsection (6), subsection (7), or subsection (8).

23 (4) Within 15 days after service of a copy of the notice of claim pursuant to subsection (3), or within 30  
24 days after service of the copy of the notice of claim involving an association representing more than  
25 20 parcels, the contractor, subcontractor, supplier, or design professional must serve a written  
26 response to the person who served a copy of the notice of claim. The written response ~~must shall~~  
27 include a report, if any, of the scope of any inspection of the property and the findings and results of  
28 the inspection. The written response must include one or more of the offers or statements specified in  
29 paragraphs (5)(a)-(e), as chosen by the responding contractor, subcontractor, supplier, or design  
30 professional, with all of the information required for that offer or statement, a statement of whether the  
31 contractor, subcontractor, supplier, or design professional is willing to make repairs to the property or  
32 whether such claim is disputed, a description of any repairs they are willing to make to remedy the  
33 alleged construction defect, and a timetable for the completion of such repairs. This response may  
34 also be served on the initial claimant by the contractor.

35 (13) This section does not relieve the person who is served a notice of claim under subsection (1) from  
36 complying with all contractual provisions of any liability insurance policy as a condition precedent to  
37 coverage for any claim under this section. However, notwithstanding the foregoing or any contractual  
38 provision, the providing of a copy of such notice to the person's insurer, if applicable, shall not  
39 constitute a claim for insurance purposes unless the terms of the policy specify otherwise. Nothing in  
40 this section shall be construed to impair technical notice provisions or requirements of the liability  
41 policy or alter, amend, or change existing Florida law relating to rights between insureds and insurers  
42 except as otherwise specifically provided herein.

43 (15) Upon request, the claimant and any person served with notice pursuant to subsection (1) shall  
44 exchange, within 30 days after service of a written request, which request must cite this subsection  
45 and include an offer to pay the reasonable costs of reproduction, any design plans, specifications,  
46 and as-built plans; ~~any documents detailing the design drawings or specifications;~~ photographs and,  
47 videos of the alleged construction defect identified in the notice of claim; ~~and expert reports that~~  
48 ~~describe any defect upon which the claim is made; subcontracts; and purchase orders for the work~~  
49 ~~that is claimed defective or any part of such materials; and maintenance records and other~~  
50 ~~documents related to the discovery, investigation, causation, and extent of the alleged defect~~  
51 ~~identified in the notice of claim and any resulting damages. A party may assert any claim of privilege~~  
52 ~~recognized under the laws of this state with respect to any of the disclosure obligations specified in~~  
53 this chapter. *F.S. 558.004(1)(a)-(c), (4), (13), & (15)*

**HB 165 [Chapter 2015-135]****Summary** - This bill amends F.S. 627 as follows:

- It adds probable maximum loss levels for use in rate filings.
  - It extends from 100 days to 120 days the time in which the insurer shall give the first named insured written notice of non-renewal, cancellation, or termination before the effective date.
- Note: This change does not apply to the 45 day notice of non-renewal for Citizen's policies that have been assumed by an authorized carrier offering replacement coverage.
- It removes the requirement that the notice apply to only residential structures insured for at least 5 years by the insurer before the date of the written notice.
  - It prohibits an insurer from cancelling a policy once it has been in effect for 90 days unless there has been certain problems or issues.
  - It deletes that revision as it applies to Citizen's policies that have been assumed by an authorized carrier offering replacement coverage.
  - It revises provisions regarding sinkhole coverage.

*Rate Standards***F.S. 627.062 Rate standards. -**

(8) -

- (a) The chief executive officer or chief financial officer of a property insurer and the chief actuary of a property insurer must certify under oath and subject to the penalty of perjury, on a form approved by the commission, the following information, which must accompany a property rate filing subject to paragraph (2)(a): ... *F.S. 627.062(8)(a)*

*Florida Commission on Hurricane Loss***F.S. 627.0628 Florida commission on Hurricane Loss Projection Methodology; public records exemption; public meetings exemption. -**

(3) ADOPTION AND EFFECT OF STANDARDS AND GUIDELINES. -

- (d) With respect to a rate filing under s. 627.062, an insurer shall employ and may not modify or adjust actuarial methods, principles, standards, models, or output ranges found by the commission to be accurate or reliable in determining hurricane loss factors and probable maximum loss levels for use in a rate filing under s. 627.062. An insurer may shall employ a model in a rate filing until 120 days after the expiration of the commission's acceptance of that model and may not modify or adjust models found by the commission to be accurate or reliable in determining probable maximum loss levels ~~pursuant to paragraph (b) with respect to a rate filing under s. 627.062 made more than 60 days after the commission has made such findings.~~ This paragraph does not prohibit an insurer from using a straight average of model results or output ranges for the purposes of a rate filing for personal lines residential flood insurance coverage under s. 627.062. *F.S. 627.0628(3)(d)*

*Annual Filings***F.S. 627.0645 Annual filings. -**

- (3) Each rating organization filing rates for, and each insurer writing, any line of property or casualty insurance to which this part applies, except:
- (b) ~~Commercial property and casualty~~ Insurance as defined in ss. 624.604 and 624.605 limited to coverage of commercial risks s. 627.0625(4) other than commercial residential multiperil multiple line and commercial motor vehicle, shall make an annual base rate filing for each such line with the office no later than 12 months after its previous base rate filing, demonstrating that its rates are not inadequate. *F.S. 627.0645(3)(b)*

1 *Clearinghouse Program*

2 **F.S. 627.3518 Citizens Property Insurance Corporation policyholder eligibility clearinghouse program.**

3 - The purpose of this section is to provide a framework for the corporation to implement a clearinghouse  
4 program by January 1, 2014.

5 (9) The 45-day notice of nonrenewal requirement set forth in s. ~~627.4133(2)(b)5.~~ 627.4133(2)(b)5.b.  
6 applies when a policy is nonrenewed by the corporation because the risk has received an offer of  
7 coverage pursuant to this section which renders the risk ineligible for coverage by the corporation.  
8 *F.S. 627.3518(9)*

9 *Notice of Cancellation*

10 **F.S. 627.4133 Notice of cancellation, nonrenewal, or renewal premium. -**

11 (2) With respect to any personal lines or commercial residential property insurance policy, including, but  
12 not limited to, any homeowner, mobile home owner, farmowner, condominium association,  
13 condominium unit owner, apartment building, or other policy covering a residential structure or its  
14 contents:

15 (b) The insurer shall give the first-named insured written notice of nonrenewal, cancellation, or  
16 termination at least 120 ~~400~~ days before the effective date of the nonrenewal, cancellation, or  
17 termination. ~~However, the insurer shall give at least 100 days' written notice, or written notice by~~  
18 ~~June 1, whichever is earlier, for any nonrenewal, cancellation, or termination that would be~~  
19 ~~effective between June 1 and November 30.~~ The notice must include the reason for the  
20 nonrenewal, cancellation, or termination, except that:

21 ~~1. The insurer shall give the first named insured written notice of nonrenewal, cancellation, or~~  
22 ~~termination at least 120 days before the effective date of the nonrenewal, cancellation, or~~  
23 ~~termination for a first named insured whose residential structure has been insured by that~~  
24 ~~insurer or an affiliated insurer for at least 5 years before the date of the written notice.~~

25 Paragraphs 2 and 3 were modified to 1 and 2 respectively, with no substantial changes.


26 3. After the policy has been in effect for 90 days, the policy may not be canceled by the insurer  
27 unless there has been a material misstatement; a nonpayment of premium; a failure to  
28 comply, within 90 days after the date of effectuation of coverage, with underwriting  
29 requirements established by the insurer before the date of effectuation of coverage; or a  
30 substantial change in the risk covered by the policy or unless the cancellation is for all  
31 insureds under such policies for a given class of insureds. This subparagraph does not apply  
32 to individually rated risks that have a policy term of less than 90 days.

33 ~~5. The requirement for providing written notice by June 1 of any nonrenewal that would be~~  
34 ~~effective between June 1 and November 30 does not apply to the following situations, but the~~  
35 ~~insurer remains subject to the requirement to provide such notice at least 100 days before the~~  
36 ~~effective date of nonrenewal:~~

37 ~~a. A policy that is nonrenewed due to a revision in the coverage for sinkhole losses and~~  
38 ~~catastrophic ground cover collapse pursuant to s. 627.706.~~

39 ~~5. b. A policy that is nonrenewed by Citizens Property Insurance Corporation, pursuant to s.~~  
40 ~~627.351(6), for a policy that has been assumed by an authorized insurer offering replacement~~  
41 ~~coverage to the policyholder is exempt from the notice requirements of paragraph (a) and this~~  
42 ~~paragraph. In such cases, the corporation must give the named insured written notice of~~  
43 ~~nonrenewal at least 45 days before the effective date of the nonrenewal.~~

44 After the policy has been in effect for 90 days, the policy may not be canceled by the insurer  
45 unless there has been a material misstatement, a nonpayment of premium, a failure to  
46 comply with underwriting requirements established by the insurer within 90 days after the  
47 date of effectuation of coverage, a substantial change in the risk covered by the policy, or the  
48 cancellation is for all insureds under such policies for a given class of insureds. This  
49 paragraph does not apply to individually rated risks that have a policy term of less than 90  
50 days. *F.S. 627.4133(2) - (2)(b)5.b.*

Legend:   
Existing text (no change)  
New/added text 2015 update  
~~Text deletion 2015 update~~

1 *Sinkhole Insurance*

2 **F.S. 627.7074 Alternative procedure for resolution of disputed sinkhole insurance claims. -**

- 3 (3) If there is coverage available under the policy and the claim was submitted within the timeframe  
 4 provided in s. 627.706(5), following the receipt of the report provided under s.627.7073 or the denial  
 5 of a claim for a sinkhole loss, the insurer shall notify the policyholder of his or her right to participate in  
 6 the neutral evaluation program under this section. Neutral evaluation supersedes the alternative  
 7 dispute resolution process under s. 627.7015 but does not invalidate the appraisal clause of the  
 8 insurance policy. The insurer shall provide to the policyholder the consumer information pamphlet  
 9 prepared by the department pursuant to subsection (1) electronically or by United States mail. *F.S.*  
 10 *627.7074(3)*

11 *Advertisement or Solicitation*

12 **F.S. 631.65 Prohibited Advertisement or solicitation. -** ~~An No person shall make, publish, disseminate,~~  
 13 ~~circulate, or place before the public, or cause, directly or indirectly, to be made, published, disseminated,~~  
 14 ~~circulated, or placed before the public, in a newspaper, magazine, or other publication, or in the form of a~~  
 15 ~~notice, circular, pamphlet, letter, or poster, or over any radio station or television station, or in any other way,~~  
 16 ~~any advertisement or a solicitation that, announcement, or statement which~~ uses the existence of the  
 17 ~~insurance guaranty~~ association for the purpose of sales, solicitation, or inducement to purchase any form of  
 18 insurance covered under this part must explain the coverage limits of the association set forth in s. 631.57(1)  
 19 which apply to the type of insurance described in the advertisement or solicitation. However, this section does  
 20 not prohibit a duly licensed insurance agent from explaining the existence or function of the insurance  
 21 guaranty association to policyholders, prospects, or applicants for coverage. *F.S. 631.65*

22 **HB 185 [Chapter 2015-86]**

23 **Summary** - This bill amends F.S. 119.071 to provide an exemption from public records requirements for  
 24 identification and location information of servicemembers and the spouses and dependents of  
 25 servicemembers. The purpose of the exemption is to reduce the risk of terrorist action against  
 26 servicemembers, their spouses, and dependents.

27 *General Exemptions*

28 **F.S. 119.071 General exemptions from inspection or copying of public records. -**

29 (5) OTHER PERSONAL INFORMATION. -

30 (k) -

- 31 1. For purposes of this paragraph, the term:  
 32 a. "Identification and location information" means the:  
 33 I. Home address, telephone number, and date of birth of a servicemember, and the  
 34 telephone number associated with a servicemember's personal communication  
 35 device.  
 36 II. Home address, telephone number, date of birth, and place of employment of the  
 37 spouse or dependent of a servicemember, and the telephone number associated  
 38 with such spouse's or dependent's personal communication device.  
 39 III. Name and location of a school attended by the spouse of a servicemember or a  
 40 school or day care facility attended by a dependent of a servicemember.  
 41 b. "Servicemember" means a current or former member of the Armed Forces of the United  
 42 States, a reserve component of the Armed Forces of the United States, or the National  
 43 Guard, who served after September 11, 2001.  
 44 2. Identification and location information held by an agency is exempt from s. 119.07(1) and s.  
 45 24(a), Art. I of the State Constitution if a servicemember submits to an agency that has  
 46 custody of the identification and location information:  
 47 a. A written request to exempt the identification and location information from public  
 48 disclosure; and  
 49 b. A written statement that he or she has made reasonable efforts to protect the  
 50 identification and location information from being accessible through other means  
 51 available to the public.  
 52 3. This exemption applies to identification and location information held by an agency before,  
 53 on, or after the effective date of this exemption.

- 1           4. This paragraph is subject to the Open Government Sunset Review Act in accordance with  
 2           s.119.15 and shall stand repealed on October 2, 2020, unless reviewed and saved from  
 3           repeal through reenactment by the Legislature. F.S. 119.071(5)(k)(1) - (4)

4           The Legislature finds that it is a public necessity that identification and location information of current or  
 5           former members of the Armed Forces of the United States, a reserve component of the Armed Forces of the  
 6           United States, or the National Guard, who served after September 11, 2001, and their spouses and  
 7           dependents, that is held by an agency be made exempt from s. 119.07(1), Florida Statutes, and s. 24(a),  
 8           Article I of the State Constitution. Servicemembers perform among the most critical, most effective, and most  
 9           dangerous operations in defense of our nation's freedom. Terrorist groups have threatened servicemembers  
 10          and their families and have encouraged terrorist sympathizers to harm servicemembers and their families  
 11          within the United States. One terrorist group has allegedly gathered the photographs and home addresses of  
 12          servicemembers from public sources to create and publish a list of servicemembers in order to make such  
 13          persons vulnerable to an act of terrorism. The Legislature finds that allowing continued public access to the  
 14          identification and location information of current or former servicemembers and their families jeopardizes the  
 15          safety of servicemembers, their spouses, and their dependents. The Legislature finds that protecting the  
 16          safety and security of current or former members of the Armed Forces of the United States, a reserve  
 17          component of the Armed Forces of the United States, or the National Guard, who served after September 11,  
 18          2001, and their spouses and dependents, outweighs any public benefit that may be derived from the public  
 19          disclosure of the identification and location information. F.S. 119.071(5)(k)(1) - (4)

## 20 **HB 273 [Chapter 2015-170]**

21 **Summary** - This bill amends F.S. 627.421 to ...

- 22           ▪ Allow a policyholder to elect delivery of policy documents by electronic means in lieu of delivery by  
 23           mail. This includes requiring the insurer to provide advance written notice of any change in policy  
 24           terms.
- 25           ▪ Place certain restrictions on uses of notices involving changes in rates and coverage by insurers to  
 26           owners.

### 27 *Delivery of Policy*

#### 28 **F.S. 627.421 Delivery of policy. -**

- 29           (1) Subject to the insurer's requirement as to payment of premium, every policy shall be mailed,  
 30           delivered, or electronically transmitted to the insured or to the person entitled thereto not later than 60  
 31           days after the effectuation of coverage. Notwithstanding any other provision of law, an insurer may  
 32           allow a policyholder of personal lines insurance to affirmatively elect delivery of the policy documents,  
 33           including, but not limited to, policies, endorsements, notices, or documents, by electronic means in  
 34           lieu of delivery by mail. Electronic transmission of a policy for commercial risks, including, but not  
 35           limited to, workers' compensation and employers' liability, commercial automobile liability, commercial  
 36           automobile physical damage, commercial lines residential property, commercial nonresidential  
 37           property, farmowners insurance, and the types of commercial lines risks set forth in s. 627.062(3)(d),  
 38           constitutes ~~shall constitute~~ delivery to the insured or to the person entitled to delivery, unless the  
 39           insured or the person entitled to delivery communicates to the insurer in writing or electronically that  
 40           he or she does not agree to delivery by electronic means. F.S. 627.421(1)

### 41 *Notice of Change*

#### 42 **F.S. 627.43141 Notice of change in policy terms. -**

43           Paragraphs (b) and (c) of subsection (1) of section 627.43141, Florida Statutes, are redesignated as  
 44           paragraphs (c) and (d), respectively, and a new paragraph (b) is added to that subsection, subsection (2), is  
 45           amended, subsections (3) through (6) of that section are renumbered as subsections (4) through (7),  
 46           respectively, and a new subsection (3) is added to that section, to read:

- 47           (1) As used in this section, the term:
- 48           (b) "Optional coverage" means the addition of new insurance coverage that has not previously been  
 49           requested or approved by the policyholder but that does not include any change to the base  
 50           policy or a deductible or an insurance limit.
- 51           (2) A renewal policy may contain a change in policy terms. ~~If a renewal policy does contain~~ such change  
 52           occurs, the insurer ~~shall~~ must give the named insured advance written notice of the change, which



1 may must be enclosed along with the written notice of renewal premium required under by ss.  
 2 627.4133 and 627.728 or sent separately within the timeframe required under the Florida Insurance  
 3 Code for the provision of a notice of nonrenewal to the named insured for that line of insurance. The  
 4 insurer must also provide a sample copy of the notice to the named insured's insurance agent before  
 5 or at the same time that notice is provided to the named insured. Such notice shall be entitled "Notice  
 6 of Change in Policy Terms."

- 7 (3) A renewal policy, which includes the addition of optional coverage that increases the premium to a  
 8 policyholder, may not use the Notice of Change in Policy Terms to add the optional coverage to the  
 9 policy unless the policyholder affirmatively indicates to the insurer or agent that the policyholder  
 10 approves the addition of the optional coverage. F.S. 627.43141(1)(b), (2), & (3)

## 11 **HB 305 [Chapter 2015-89]**

12 **Summary** - This bill amends F.S. 82 as relating to unlawful detention by a "transient occupant." It provides  
 13 remedies for unlawful detention by a transient occupant, and defines factors that establish an individual as a  
 14 transient.

### 15 Remedy for Unlawful Detention

16 F.S. 82.045 Remedy for unlawful detention by a transient occupant of residential property. -

- 17 (1) As used in this section, the term "transient occupant" means a person whose residency in a dwelling  
 18 intended for residential use has occurred for a brief length of time, is not pursuant to a lease, and  
 19 whose occupancy was intended as transient in nature.
- 20 (a) Factors that establish that a person is a transient occupant include, but are not limited to:
- 21 1. The person does not have an ownership interest, financial interest, or leasehold interest in  
 22 the property entitling him or her to occupancy of the property.
  - 23 2. The person does not have any property utility subscriptions.
  - 24 3. The person does not use the property address as an address of record with any  
 25 governmental agency, including, but not limited to, the Department of Highway Safety and  
 26 Motor Vehicles or the supervisor of elections.
  - 27 4. The person does not receive mail at the property.
  - 28 5. The person pays minimal or no rent for his or her stay at the property.
  - 29 6. The person does not have a designated space of his or her own, such as a room, at the  
 30 property.
  - 31 7. The person has minimal, if any, personal belongings at the property.
  - 32 8. The person has an apparent permanent residence elsewhere.
- 33 (b) Minor contributions made for the purchase of household goods, or minor contributions towards  
 34 other household expenses, do not establish residency.
- 35 (2) A transient occupant unlawfully detains a residential property if the transient occupant remains in  
 36 occupancy of the residential property after the party entitled to possession of the property has  
 37 directed the transient occupant to leave.
- 38 (3) Any law enforcement officer may, upon receipt of a sworn affidavit of the party entitled to possession  
 39 that a person who is a transient occupant is unlawfully detaining residential property, direct a transient  
 40 occupant to surrender possession of residential property. The sworn affidavit must set forth the facts,  
 41 including the applicable factors listed in paragraph (1)(a), which establish that a transient occupant is  
 42 unlawfully detaining residential property.
- 43 (a) A person who fails to comply with the direction of the law enforcement officer to surrender  
 44 possession or occupancy violates s. 810.08. In any prosecution of a violation of s. 810.08 related  
 45 to this section, whether the defendant was properly classified as a transient occupant is not an  
 46 element of the offense, the state is not required to prove that the defendant was in fact a transient  
 47 occupant, and the defendant's status as a permanent resident is not an affirmative defense.
- 48 (b) A person wrongfully removed pursuant to this subsection has a cause of action for wrongful  
 49 removal against the person who requested the removal, and may recover injunctive relief and  
 50 compensatory damages. However, a wrongfully removed person does not have a cause of action  
 51 against the law enforcement officer or the agency employing the law enforcement officer absent a  
 52 showing of bad faith by the law enforcement officer.
- 53 (4) A party entitled to possession of a dwelling has a cause of action for unlawful detainer against a  
 54 transient occupant pursuant to s. 82.04. The party entitled to possession is not required to notify the  
 55 transient occupant before filing the action. If the court finds that the defendant is not a transient  
 56 occupant but is instead a tenant of residential property governed by part II of chapter 83, the court

1 may not dismiss the action without first allowing the plaintiff to give the transient occupant the notice  
2 required by that part and to thereafter amend the complaint to pursue eviction under that part. *F.S.*  
3 *82.045(1) - (4)*

#### 4 **HB 715 [Chapter 2015-94]**

5 **Summary** - This bill amends F.S. 627 to make ineligible for coverage any major structure that is newly  
6 constructed, rebuilt, repaired, restored, or remodeled to increase the total square footage of finished area by  
7 more than 25 percent.

#### 8 *Insurance Risk*

#### 9 **F.S. 627.351 Insurance risk apportionment plans. -**

#### 10 (6) CITIZENS PROPERTY INSURANCE CORPORATION. -

11 (a) The public purpose of this subsection is to ensure that there is an orderly market for property  
12 insurance for residents and businesses of this state.

13 5. -

14 b. Any major structure, as defined in s. 161.54(6)(a), that is newly constructed, or rebuilt,  
15 repaired, restored, or remodeled to increase the total square footage of finished area by  
16 more than 25 percent, pursuant to for which a permit is applied for on or after July 1,  
17 2015, for new construction or substantial improvement as defined in s. 161.54(12) is not  
18 eligible for coverage by the corporation if the structure is seaward of the coastal  
19 construction control line established pursuant to s. 161.053 or is within the Coastal  
20 Barrier Resources System as designated by 16 U.S.C. ss.3501-3510. *F.S. 627.351(6)(a)5.b.*

#### 21 *Residential Windstorm Coverage*

#### 22 **F.S. 627.712 Residential windstorm coverage required; availability of exclusions for windstorm or** 23 **contents. - [reenacted]**

24 (1) An insurer issuing a residential property insurance policy must provide windstorm coverage. Except  
25 as provided in paragraph (2)(c), this section does not apply to risks that are eligible for wind- only  
26 coverage from Citizens Property Insurance Corporation under s. 627.351(6), and risks that are not  
27 eligible for coverage from Citizens Property Insurance Corporation under s. 627.351(6)(a)3. or 5. A  
28 risk ineligible for coverage by the corporation under s. 627.351(6)(a)3. or 5. is exempt from this  
29 section only if the risk is located within the boundaries of the coastal account of the corporation. *F.S.*  
30 *627.712(1)*

#### 31 **HB 779 [Chapter 2015-96]**

32 **Summary** - This bill amends F.S. 83 to provide that a bona fide tenant must be given at least 30 days' notice  
33 before eviction from a foreclosed home. The 30 days begins when the Notice of Tenant Termination is  
34 delivered to the tenant. The new law does not apply if the tenant is the mortgagor, child, spouse, domestic  
35 partner, or parent of the mortgagor in the foreclosed home.

#### 36 *Termination of Rental Agreement*

#### 37 **F.S. 83.561 Termination of rental agreement upon foreclosure. -**

38 (1) If a tenant is occupying residential premises that are the subject of a foreclosure sale, upon issuance  
39 of a certificate of title following the sale, the purchaser named in the certificate of title takes title to the  
40 residential premises subject to the rights of the tenant under this section.

41 (a) The tenant may remain in possession of the premises for 30 days following the date of the  
42 purchaser's delivery of a written 30-day notice of termination.

43 (b) The tenant is entitled to the protections of s. 83.67.

44 (c) The 30-day notice of termination must be in substantially the following form: (See "Notice to  
45 Tenant of Termination slide.)

46 (d) The 30-day notice of termination shall be delivered in the same manner as provided in s.83.56(4).

47 (2) The purchaser at the foreclosure sale may apply to the court for a writ of possession based upon a  
48 sworn affidavit that the 30-day notice of termination was delivered to the tenant and the tenant has  
49 failed to vacate the premises at the conclusion of the 30-day period. If the court awards a writ of  
50 possession, the writ must be served on the tenant. The writ of possession shall be governed by s.  
51 83.62.

- 1 (3) This section does not apply if:  
 2 (a) The tenant is the mortgagor in the subject foreclosure or is the child, spouse, or parent of the  
 3 mortgagor in the subject foreclosure.  
 4 (b) The tenant’s rental agreement is not the result of an arm’s length transaction.  
 5 (c) The tenant’s rental agreement allows the tenant to pay rent that is substantially less than the fair  
 6 market rent for the premises, unless the rent is reduced or subsidized due to a federal, state, or  
 7 local subsidy.  
 8 (4) A purchaser at a foreclosure sale of a residential premises  
 9 occupied by a tenant does not assume the obligations of a  
 10 landlord, except as provided in paragraph (1)(b), unless or until the  
 11 purchaser assumes an existing rental agreement with the tenant  
 12 that has not ended or enters into a new rental agreement with the  
 13 tenant. *F.S. 83.561(1) - (4)*



14 *Notice to Tenant of Termination*<sup>5</sup>

- 15 (1)(c) The 30-day notice of termination must be in substantially the  
 16 following form:

17 **NOTICE TO TENANT OF TERMINATION**

18 *F.S. 83.561(1)(c)*

19 **SB 222 [Chapter 2015-14]**

20 **Summary** - This bill creates F.S. 668.801 - 668.805 titled “Computer Abuse and Data Recovery Act” to  
 21 safeguard an owner, operator, or lessee of a protected computer used in the operation of a business and an  
 22 owner of information stored in such a computer from harm or loss caused by unauthorized access to such  
 23 computer. The Act provides definitions, describes prohibited acts, remedies, and exclusions.

24 Section 1. The Division of Law Revision and Information is directed to create part V of chapter 668, Florida  
 25 Statutes, consisting of ss. 668.801-668.805, Florida Statutes, to be  
 26 entitled the “Computer Abuse and Data Recovery Act.”

27 **Purpose**


28 F.S. 668.801 Purpose. - This part shall be construed liberally to:

- 29 (1) Safeguard an owner, operator, or lessee of a protected computer used in the operation of a business  
 30 from harm or loss caused by unauthorized access to such computer.  
 31 (2) Safeguard an owner of information stored in a protected computer used in the operation of a business  
 32 from harm or loss caused by unauthorized access to such computer. *F.S. 668.801(1) - (2)*

33 **Definitions**

34 F.S. 668.802 Definitions. - As used in this part, the term:

- 35 (1) “Authorized user” means a director, officer, employee, third-party agent, contractor, or consultant of  
 36 the owner, operator, or lessee of the protected computer or the owner of information stored in the  
 37 protected computer if the director, officer, employee, third-party agent, contractor, or consultant is  
 38 given express permission by the owner, operator, or lessee of the protected computer or by the  
 39 owner of information stored in the protected computer to access the protected computer through a  
 40 technological access barrier. Such permission, however, is terminated upon revocation by the owner,  
 41 operator, or lessee of the protected computer or by the owner of information stored in the protected  
 42 computer, or upon cessation of employment, affiliation, or agency with the owner, operator, or lessee  
 43 of the protected computer or the owner of information stored in the protected computer.  
 44 (2) “Business” means any trade or business regardless of its for-profit or not-for-profit status.  
 45 (3) “Computer” means an electronic, magnetic, optical, electrochemical, or other high-speed data  
 46 processing device that performs logical, arithmetic, or storage functions and includes any data  
 47 storage facility, data storage device, or communications facility directly related to, or operating in  
 48 conjunction with, the device.

Legend:   
 Existing text (no change)  
 New/added text 2015 update  
 Text deletion 2015 update

<sup>5</sup> Please visit our website at [www.goldcoastschools.com](http://www.goldcoastschools.com), click on Student Resources, select Downloads and Links, and click on CAM Continuing Education found under CAM Downloads to read the “Notice to Tenant of Termination.”

- 1 (4) “Harm” means any impairment to the integrity, access, or availability of data, programs, systems, or  
2 information.
- 3 (5) “Loss” means any of the following:
- 4 (a) Any reasonable cost incurred by the owner, operator, or lessee of a protected computer or the  
5 owner of stored information, including the reasonable cost of conducting a damage assessment  
6 for harm associated with the violation and the reasonable cost for remediation efforts, such as  
7 restoring the data, programs, systems, or information to the condition it was in before the  
8 violation.
- 9 (b) Economic damages.
- 10 (c) Lost profits.
- 11 (d) Consequential damages, including the interruption of service.
- 12 (e) Profits earned by a violator as a result of the violation.
- 13 (6) “Protected computer” means a computer that is used in connection with the operation of a business  
14 and stores information, programs, or code in connection with the operation of the business in which  
15 the stored information, programs, or code can be accessed only by employing a technological access  
16 barrier.
- 17 (7) “Technological access barrier” means a password, security code, token, key fob, access device, or  
18 similar measure.
- 19 (8) “Traffic” means to sell, purchase, or deliver.
- 20 (9) “Without authorization” means access to a protected computer by a person who:
- 21 (a) Is not an authorized user;
- 22 (b) Has stolen a technological access barrier of an authorized user; or
- 23 (c) Circumvents a technological access barrier on a protected computer without the express or  
24 implied permission of the owner, operator, or lessee of the computer or the express or implied  
25 permission of the owner of information stored in the protected computer. The term does not  
26 include circumventing a technological measure that does not effectively control access to the  
27 protected computer or the information stored in the protected computer. F.S. 668.802(1) - (9)

### 28 Prohibited Acts

29 F.S. 668.803 Prohibited acts. - A person who knowingly and with intent to cause harm or loss:

- 30 (1) Obtains information from a protected computer without authorization and, as a result, causes harm or  
31 loss;
- 32 (2) Causes the transmission of a program, code, or command to a protected computer without  
33 authorization and, as a result of the transmission, causes harm or loss; or
- 34 (3) Traffics in any technological access barrier through which access to a protected computer may be  
35 obtained without authorization, is liable to the extent provided in s. 668.804 in a civil action to the  
36 owner, operator, or lessee of the protected computer, or the owner of information stored in the  
37 protected computer who uses the information in connection with the operation of a business. F.S.  
38 668.803(1) - (3)

### 39 Remedies

40 F.S. 668.804 Remedies. - A person who knowingly and with intent to cause harm or loss:

- 41 (1) A person who brings a civil action for a violation under s. 668.803 may:
- 42 (a) Recover actual damages, including the person’s lost profits and economic damages.
- 43 (b) Recover the violator’s profits that are not included in the computation of actual damages under  
44 paragraph (a).
- 45 (c) Obtain injunctive or other equitable relief from the court to prevent a future violation of s.668.803.
- 46 (d) Recover the misappropriated information, program, or code, and all copies thereof, that are  
47 subject to the violation.
- 48 (2) A court shall award reasonable attorney fees to the prevailing party in any action arising under this  
49 part.
- 50 (3) The remedies available for a violation of s. 668.803 are in addition to remedies otherwise available for  
51 the same conduct under federal or state law.
- 52 (4) A final judgment or decree in favor of the state in any criminal proceeding under chapter 815 shall  
53 estop the defendant in any subsequent action brought pursuant to s. 668.803 as to all matters as to  
54 which the judgment or decree would be an estoppel as if the plaintiff had been a party in the previous  
55 criminal action.

1 (5) A civil action filed under s. 668.803 must be commenced within 3 years after the violation occurred or  
 2 within 3 years after the violation was discovered or should have been discovered with due diligence.  
 3 *F.S. 668.804(1) - (5)*

4 **Exclusions**

5 F.S. 668.805 Exclusions. - This part does not prohibit any lawfully authorized investigative, protective, or  
 6 intelligence activity of any law enforcement agency, regulatory agency, or political subdivision of this state,  
 7 any other state, the United States, or any foreign country. This part may not be construed to impose liability  
 8 on any provider of an interactive computer service as defined in 47 U.S.C. 230(f), of an information service as  
 9 defined in 47 U.S.C. 153, or of a communications service as defined in s. 202.11, if the provider provides the  
 10 transmission, storage, or caching of electronic communications or messages of a person other than the  
 11 provider, related telecommunications or commercial mobile radio services, or content provided by a person  
 12 other than the provider. *F.S. 668.805*

13 **SB 466 [Chapter 2015-50]**

14 **Summary** - This bill amends F.S. 553.793 ...

- 15 ■ Defines low-voltage and wireless-alarm systems
- 16 ■ Provides that a permit is not required to install a wireless-alarm system, and reduces certain
- 17 permitting costs from local government for alarm systems
- 18 ■ Authorizes local governments to coordinate inspection dates of certain alarm system projects

19 *Streamlined Low-Voltage*

20 **F.S. 553.793 Streamlined low-voltage alarm system installation permitting. -**

- 21 (1) As used in this section, the term:
- 22 a. "Low-voltage alarm system project" means a project related to the installation, maintenance,
  - 23 inspection, replacement, or service of a new or existing alarm system, as defined in s.
  - 24 489.505, that is hardwired and operating at low voltage, as defined in the National Electrical
  - 25 Code Standard 70, Current Edition, and ancillary components or equipment attached to such
  - 26 a system, including, but not limited to, home-automation equipment, thermostats, and video
  - 27 cameras.
  - 28 b. "Wireless alarm system" means a burglar alarm system or smoke detector that is not
  - 29 hardwired.
- 30 (2) Notwithstanding any provision of law, this section applies to all low-voltage alarm system projects for
- 31 which a permit is required by a local enforcement agency. However, a permit is not required to install,
- 32 maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or
- 33 equipment attached to the system.
- 34 (4) A local enforcement agency shall make uniform basic permit labels available for purchase by a
- 35 contractor to be used for the installation or replacement of a new or existing alarm system at a cost of
- 36 not more than \$40 \$55 per label per project per unit. The local enforcement agency may not require
- 37 the payment of any additional fees, charges, or expenses associated with the installation or
- 38 replacement of a new or existing alarm system. However, a local enforcement agency charging more
- 39 than \$55, but less than \$175, for such a permit as of January 1, 2013, may continue to charge the
- 40 same amount for a uniform basic permit label until January 1, 2015. A local enforcement agency
- 41 charging more than \$175 for such a permit as of January 1, 2013, may charge a maximum of \$175
- 42 for a uniform basic permit label until January 1, 2015.
- 43 (8) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-
- 44 voltage alarm system project may be inspected by the local enforcement agency to ensure
- 45 compliance with applicable codes and standards. If a low-voltage alarm system project fails an
- 46 inspection, the contractor must take corrective action as necessary to pass inspection.
- 47 (9) A municipality, county, district, or other entity of local government may not adopt or maintain in effect
- 48 any ~~an~~ ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this
- 49 section. *F.S. 553.793(1) - (2), (4), & (8) - (9)*

1 **SB 766 [Chapter 2015-26]**

2 **Summary - This bill ...**

- 3     ▪ Entitles F.S. 934.50 the Freedom from Unwarranted Surveillance Act. It specifically addresses the  
4     use of drones.
- 5     ▪ It defines image, imaging device, and surveillance, and prohibits use by a person, state agency, or a  
6     political subdivision as defined in s. 11.45, of drones equipped with an imaging device, of recording  
7     privately owned real property or of the owner, tenant, occupant, invitee, or licensee of such property,  
8     with the intent to conduct surveillance on the individual or property captured in the image in violation  
9     of such person's reasonable expectations of privacy without his or her written consent.
- 10    ▪ It states that a person is presumed to have a reasonable expectation of privacy on his or her property  
11    if he or she is not observable by persons located at ground level in a place they have a legal right to  
12    be, regardless of whether he or she is observable from the air with the use of a drone.
- 13    ▪ It includes new exceptions to the Act and provides penalties.

14 *Freedom from Unwarranted Surveillance Act*

15 **F.S. 934.50 Searches and seizure using a drone. -**

16 (1) SHORT TITLE. - This act may be cited as the "Freedom from Unwarranted Surveillance Act."

17 (2) DEFINITIONS. - As used in this act, the term:

18 (a) "Drone" (no change in definition.)

19 (b) "Image" means a record of thermal, infrared, ultraviolet, visible light, or other electromagnetic  
20 waves; sound waves; odors; or other physical phenomena which captures conditions existing on  
21 or about real property or an individual located on that property.

22 (c) "Imaging device" means a mechanical, digital, or electronic viewing device; still camera;  
23 camcorder; motion picture camera; or any other instrument, equipment, or format capable of  
24 recording, storing, or transmitting an image.

25 (d) ~~(b)~~ "Law enforcement agency" means a lawfully established state or local public agency that is  
26 responsible for the prevention and detection of crime, local government code enforcement, and  
27 the enforcement of penal, traffic, regulatory, game, or controlled substance laws.

28 (e) "Surveillance" means:

29 1. With respect to an owner, tenant, occupant, invitee, or licensee of privately owned real  
30 property, the observation of such persons with sufficient visual clarity to be able to obtain  
31 information about their identity, habits, conduct, movements, or whereabouts; or

32 2. With respect to privately owned real property, the observation of such property's physical  
33 improvements with sufficient visual clarity to be able to determine unique identifying features  
34 or its occupancy by one or more persons. F.S. 934.50(1) - (5)

35 *Prohibited Use of Drones*

36 (3) PROHIBITED USE OF DRONES. -

37 (a) A law enforcement agency may not use a drone to gather evidence or other information.

38 (b) A person, a state agency, or a political subdivision as defined in s. 11.45 may not use a drone  
39 equipped with an imaging device to record an image of privately owned real property or of the  
40 owner, tenant, occupant, invitee, or licensee of such property with the intent to conduct  
41 surveillance on the individual or property captured in the image in violation of such person's  
42 reasonable expectation of privacy without his or her written consent. For purposes of this section,  
43 a person is presumed to have a reasonable expectation of privacy on his or her privately owned  
44 real property if he or she is not observable by persons located at ground level in a place where  
45 they have a legal right to be, regardless of whether he or she is observable from the air with the  
46 use of a drone. F.S. 934.50(1) - (5)

47 *Exceptions*

48 (4) EXCEPTIONS. - This section ~~act~~ does not prohibit the use of a drone:

49 (d) By a person or an entity engaged in a business or profession licensed by the state, or by an  
50 agent, employee, or contractor thereof, if the drone is used only to perform reasonable tasks  
51 within the scope of practice or activities permitted under such person's or entity's license.  
52 However, this exception does not apply to a profession in which the licensee's authorized scope

- 1 of practice includes obtaining information about the identity, habits, conduct, movements,  
 2 whereabouts, affiliations, associations, transactions, reputation, or character of any society,  
 3 person, or group of persons.
- 4 (e) By an employee or a contractor of a property appraiser who uses a drone solely for the purpose  
 5 of assessing property for ad valorem taxation.
- 6 (f) To capture images by or for an electric, water, or natural gas utility:
- 7 1. For operations and maintenance of utility facilities, including facilities used in the generation,  
 8 transmission, or distribution of electricity, gas, or water, for the purpose of maintaining utility  
 9 system reliability and integrity;
- 10 2. For inspecting utility facilities, including pipelines, to determine construction, repair,  
 11 maintenance, or replacement needs before, during, and after construction of such facilities;
- 12 3. For assessing vegetation growth for the purpose of maintaining clearances on utility rights-of-  
 13 way;
- 14 4. For utility routing, siting, and permitting for the purpose of constructing utility facilities or  
 15 providing utility service; or
- 16 5. For conducting environmental monitoring, as provided by federal, state, or local law, rule, or  
 17 permit.
- 18 (g) For aerial mapping, if the person or entity using a drone for this purpose is operating in  
 19 compliance with Federal Aviation Administration regulations.
- 20 (h) To deliver cargo, if the person or entity using a drone for this purpose is operating in compliance  
 21 with Federal Aviation Administration regulations.
- 22 (i) To capture images necessary for the safe operation or navigation of a drone that is being used for  
 23 a purpose allowed under federal or Florida law. F.S. 934.50(1) - (5)

## 24 Remedies

### 25 (5) REMEDIES FOR VIOLATION. -

- 26 (a) An aggrieved party may initiate a civil action against a law enforcement agency to obtain all  
 27 appropriate relief in order to prevent or remedy a violation of this section act.
- 28 (b) The owner, tenant, occupant, invitee, or licensee of privately owned real property may initiate a  
 29 civil action for compensatory damages for violations of this section and may seek injunctive relief  
 30 to prevent future violations of this section against a person, state agency, or political subdivision  
 31 that violates paragraph (3)(b). In such action, the prevailing party is entitled to recover reasonable  
 32 attorney fees from the nonprevailing party based on the actual and reasonable time expended by  
 33 his or her attorney billed at an appropriate hourly rate and, in cases in which the payment of such  
 34 a fee is contingent on the outcome, without a multiplier, unless the action is tried to verdict, in  
 35 which case a multiplier of up to twice the actual value of the time expended may be awarded in  
 36 the discretion of the trial court.
- 37 (c) Punitive damages for a violation of paragraph (3)(b) may be sought against a person subject to  
 38 other requirements and limitations of law, including, but not limited to, part II of chapter 768 and  
 39 case law.
- 40 (d) The remedies provided for a violation of paragraph (3)(b) are cumulative to other existing  
 41 remedies. F.S. 934.50(1) - (5)

## 42 SB 982 [Chapter 2015-68]

### 43 Summary - This bill ...

- 44 ■ Revises F.S. 509 and F.S. 760 to prohibit discrimination against an individual based on pregnancy
- 45 ■ Amends the following sections to prohibit discrimination and provide protection because of pregnancy
- 46 or the condition of pregnancy:
- |                           |                           |
|---------------------------|---------------------------|
| ○ F.S. 760.01 (2)         | ○ F.S. 760.10(3)(a) & (b) |
| ○ F.S. 760.05             | ○ F.S. 760.10(4)          |
| ○ F.S. 760.07             | ○ F.S. 760.10(5)          |
| ○ F.S. 760.08             | ○ F.S. 760.10(6)          |
| ○ F.S. 760.10(1)(a) & (b) | ○ F.S. 760.10(8)(a).      |
| ○ F.S. 760.10(2)          |                           |
- 47 ■ F.S. 760.11 (Administrative and civil remedies; construction) is re-enacted

1 **Public Lodging**

2 F.S. 509.092 Public lodging establishments and public food service establishments; rights as private  
3 enterprises. - Public lodging establishments and public food service establishments are private enterprises,  
4 and the operator has the right to refuse accommodations or service to any person who is objectionable or  
5 undesirable to the operator, but such refusal may not be based upon race, creed, color, sex, pregnancy,  
6 physical disability, or national origin. A person aggrieved by a violation of this section or a violation of a rule  
7 adopted under this section has a right of action pursuant to s. 760.11. F.S. 509.092

8 **SB 1094 [Chapter 2015-69]**

9 **Summary** - This bill ...

- 10     ▪ Modifies the Florida statutes relating to the peril of flood and flood Insurance (F.S. 163, F.S. 472, and
- 11     F.S. 627).
- 12     ▪ It continues the 2014 legislation adopted to encourage new flood policies as an alternative to the
- 13     National Flood Insurance Program (NFIP).
- 14     ▪ The changes do not apply to commercial or commercial residential policies; a condominium
- 15     association will need to continue to obtain flood insurance through the NFIP.
- 16     ▪ It permits insurers to sell flexible flood insurance, which must include specific provisions. It also
- 17     clarifies that deductibles for flood coverage and flood insurance policy limits must prominently be
- 18     displayed on the insurance title page.

19 **Coastal Management**

20 **F.S. 163.3178 Coastal management. -**

21 (2) Each coastal management element required by s. 163.3177(6)(g) shall be based on studies, surveys,  
22 and data; be consistent with coastal resource plans prepared and adopted pursuant to general or  
23 special law; and contain:

24 (f) A redevelopment component ~~that which~~ outlines the principles ~~that must which shall~~ be used to  
25 eliminate inappropriate and unsafe development in the coastal areas when opportunities arise.  
26 The component must:

- 27 1. Include development and redevelopment principles, strategies, and engineering solutions that
- 28 reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash
- 29 floods, stormwater runoff, and the related impacts of sea-level rise.
- 30 2. Encourage the use of best practices development and redevelopment principles, strategies,
- 31 and engineering solutions that will result in the removal of coastal real property from flood
- 32 zone designations established by the Federal Emergency Management Agency.
- 33 3. Identify site development techniques and best practices that may reduce losses due to
- 34 flooding and claims made under flood insurance policies issued in this state.
- 35 4. Be consistent with, or more stringent than, the flood-resistant construction requirements in
- 36 the Florida Building Code and applicable flood plain management regulations set forth in 44
- 37 C.F.R. part 60.
- 38 5. Require that any construction activities seaward of the coastal construction control lines
- 39 established pursuant to s. 161.053 be consistent with chapter 161.
- 40 6. Encourage local governments to participate in the National Flood Insurance Program
- 41 Community Rating System administered by the Federal Emergency Management Agency to
- 42 achieve flood insurance premium discounts for their residents. F.S. 163.3178(2)(f)

43 **Elevation Certificates**

44 **F.S. 472.0366 Elevation certificates; requirements for surveyors and mappers. -**

45 (1) As used in this section, the term:


- 46 (a) "Division" means the Division of Emergency Management established within the Executive Office
- 47 of the Governor under s. 14.2016.
- 48 (b) "Elevation certificate" means the certificate used to demonstrate
- 49 the elevation of property which has been developed by the
- 50 Federal Emergency Management Agency pursuant to federal
- 51 floodplain management regulation and which is completed by a
- 52 surveyor and mapper.

Legend:

Existing text (no change)

New/added text 2015 update

Text deletion 2015 update





- 1 (2) Beginning January 1, 2017, a surveyor and mapper shall, within 30 days after completion, submit to  
 2 the division a copy of each elevation certificate that he or she completes. The copy must be  
 3 unaltered, except that the surveyor and mapper may redact the name of the property owner. F.S.  
 4 472.0366(1) - (2)

5 *Flood Insurance*

6 **F.S. 627.715 Flood insurance. -**

- 7 (1) -  
 8 (a) -  
 9 4. Flexible flood insurance must cover losses from the peril of flood, as defined in paragraph (b),  
 10 and may also include coverage for losses from water intrusion originating from outside the  
 11 structure which is not otherwise covered by the definition of flood. Flexible flood insurance  
 12 must include one or more of the following provisions:  
 13 a. An agreement between the insurer and the insured that the flood coverage is in a  
 14 specified amount, such as coverage that is limited to the total amount of each  
 15 outstanding mortgage applicable to the covered property.  
 16 b. A requirement for a deductible in an amount authorized under s. 627.701, including a  
 17 deductible in an amount authorized for hurricanes.  
 18 c. A requirement that flood loss to a dwelling be adjusted in accordance with s. 627.7011(3)  
 19 or adjusted only on the basis of the actual cash value of the property.  
 20 d. A restriction limiting flood coverage to the principal building defined in the policy.  
 21 e. A provision including or excluding coverage for additional living expenses.  
 22 f. A provision excluding coverage for personal property or contents as to the peril of flood.  
 23 5. ~~4. Supplemental flood insurance may provide coverage designed to supplement a flood~~  
 24 ~~policy obtained from the National Flood Insurance Program or from an insurer issuing~~  
 25 ~~standard or preferred flood insurance pursuant to this section. Supplemental flood insurance~~  
 26 ~~may provide, but need not be limited to, coverage for jewelry, art, deductibles, and additional~~  
 27 ~~living expenses. Supplemental flood insurance does not include coverage for the peril of flood~~  
 28 ~~that is excess coverage over any other insurance covering the peril of flood.~~  
 29 (2) Any limitations on Flood coverage deductibles and ~~or~~ policy limits pursuant to this section, including,  
 30 ~~but not limited to, deductibles,~~ must be prominently noted on the policy declarations page or face  
 31 page.-  
 32 (3) -  
 33 (b) ... If the office determines that a rate is excessive or unfairly discriminatory, the office shall  
 34 require the insurer to provide appropriate credit to affected insureds or an appropriate refund to  
 35 affected insureds who no longer receive coverage from the insurer.  
 36 (8) An agent must, upon receiving ~~obtaining~~ an application for flood coverage from an authorized or  
 37 surplus lines insurer for a property receiving flood insurance under the National Flood Insurance  
 38 Program, must obtain an acknowledgment signed by the applicant before placing the coverage with  
 39 the authorized or surplus lines insurer. The acknowledgment must notify the applicant that, if the  
 40 applicant discontinues coverage under the National Flood Insurance Program which is provided at a  
 41 subsidized rate, the full risk rate for flood insurance may apply to the property if the applicant such  
 42 insurance is later seeks to reinstate coverage obtained under the National Flood Insurance program.  
 43 (11)-  
 44 (a) An authorized insurer offering flood insurance may request the office to certify that a policy,  
 45 contract, or endorsement provides coverage for the peril of flood which equals or exceeds the  
 46 flood coverage offered by the National Flood Insurance Program. To be eligible for certification,  
 47 such policy, contract, or endorsement must contain a provision stating that it meets the private  
 48 flood insurance requirements specified in 42 U.S.C. s. 4012a(b) and may not contain any  
 49 provision that is not in compliance with 42 U.S.C. s. 4012a(b).  
 50 (b) The authorized insurer or its agent may reference or include a certification under paragraph in  
 51 advertising or communications with an agent, a lending institution, an insured, or a potential  
 52 insured only for a policy, contract, or endorsement that is certified under this subsection. The  
 53 authorized insurer may include a statement that notifies an insured of the certification on the  
 54 declarations page or other policy documentation related to flood coverage certified under this  
 55 subsection.  
 56 (c) An insurer or agent who knowingly misrepresents that a flood policy, contract, or endorsement is  
 57 certified under this subsection commits an unfair or deceptive act under s.626.9541. F.S.  
 58 627.715(1)(a)4. - 5., (2), (3)(b), (8) - (11)

This page is intentionally left blank

## 2016 LEGAL UPDATE FINAL EXAM

---

Use the answer sheet on page 119 to indicate your responses

1. **CAM Henri Maxim violates a provision of F.S. 718 while he is under contract with a condominium association. An owner files a complaint with the DBPR. This is the third complaint against him, the first two of which were found to be valid. What is the minimum penalty Henri faces, if found guilty?**
  - a. Reprimand or \$500 fine
  - b. Revocation of license
  - c. Probation or \$2,500 fine
  - d. \$3,000 fine
  
2. **CAM Sam Logan was directed by the board to deny an owner access to association records. This is the second time the board has directed him to deny access, and he does so. The owner files a complaint against Sam with the DBPR. What is the maximum penalty for a second offense?**
  - a. \$2,500 fine or 1 year suspension or costs
  - b. \$2,500 fine or 1 year suspension or 1 year probation or costs
  - c. Revocation or \$5,000 fine or costs
  - d. Reprimand
  
3. **Fill in the blanks. A CAM must satisfactorily complete a minimum of \_\_\_\_\_ hours of legal update seminars, which includes changes to \_\_\_\_\_ every renewal cycle.**
  - a. 4; F.S. 455 and F.S. 720
  - b. 2 per year; F.S. 455 and F.S. 718
  - c. 6; F.S. 493 and F.S. 719
  - d. 20; F.S. 718 and F.S. 617
  
4. **By which of the following methods does F.S. 617 permit a member of an association to vote by proxy, notwithstanding any provision to the contrary in the Articles of Incorporation or Bylaws?**
  - a. Facsimile transmission
  - b. Facsimile transmission, notarized before faxing
  - c. Original proxy witnessed by two people
  - d. Facsimile appointing the secretary of the association
  
5. **Who must levy a fine or suspension on a condominium owner?**
  - a. A fine committee composed of owners
  - b. An arbitrator, after the board and owner have attended arbitration
  - c. The board of directors
  - d. The president
  
6. **Which statement is true regarding a fine or suspension against an owner in an HOA?**
  - a. It may become a lien against the parcel immediately upon being levied.
  - b. It must be assessed by a committee of directors.
  - c. It may not be less than \$100.
  - d. It must be levied by the board of directors.
  
7. **What must a condominium association do if it wants to waive its reserve for the 2017 budget?**
  - a. It must do so at a special member meeting only.
  - b. It may arrange for online voting, but must use the owner's email account, as identified in the association files.
  - c. It may use online voting, as long as it is able to ensure each electronic vote was not altered in transit.
  - d. It may arrange for online voting, as long as it uses Facebook or LinkedIn accounts.
  
8. **The Santa Ana association voted to terminate its condominium form of ownership on February 1, 2016. Which of the following applies if 329 of the 422 units voted in favor of termination?**
  - a. The termination fails; no new vote for termination may be submitted before August 1, 2017.
  - b. The termination passed. All units must be sold by July 1, 2018.
  - c. The termination failed. A new vote must occur within 180 days.
  - d. The termination failed. The circuit court must appoint a receiver to oversee the association operations.

- 9. Herman Diaz has a homesteaded unit at Santa Ana. The owners of Santa Ana have just successfully voted to terminate the condominium. In this case, which of the following applies to Herman?**
- Herman has 180 days to vacate his unit.
  - Herman may negotiate a lease for his unit, but only for 4 months.
  - Herman must be paid an amount equal to 1% of the termination proceeds toward his relocation costs.
  - Herman must be paid 110% of the fair market value of his unit because it is homesteaded.
- 10. Fill in the blanks. A unit owner or lienor may contest a plan of termination by \_\_\_\_\_ within \_\_\_\_\_ days after the date the termination plan was recorded.**
- Initiating a petition for binding arbitration; 120
  - Initiating a petition for non-binding arbitration; 90
  - Initiating a petition for non-binding arbitration; 120
  - Initiating a petition for binding arbitration; 90
- 11. Which answer best defines the rules and regulations included in a HOA's governing documents?**
- Rules and regulations adopted under the authority of the recorded declaration
  - Rules and regulations written by the developer and filed with the formal documents
  - Rules and regulations passed at an owners' meeting
  - Rules and regulations recommended by the fining committee
- 12. What is the role of a fining committee?**
- Levy a fine for a violation
  - Determine violations for which owners should receive a penalty
  - Confirm or reject fines and suspensions levied by the board
  - Determine the use restrictions and rules that the board should enforce
- 13. When a manager or management firm of a timeshare is terminated, within how many days shall it transfer all relevant data to the timeshare or new manager?**
- 120
  - 180
  - 60
  - 90
- 14. A mobile home park owner shall give notice to each mobile home owner or the board of the association at least how many days before imposing a lot rental increase, change in rules and regulations, or reduction in services?**
- 90
  - 120
  - 60
  - 30
- 15. In a mobile home association, what is the quorum for a membership meeting if not otherwise stated in the documents?**
- Majority
  - 25%
  - 30%
  - 60%
- 16. How many days must a bonafide tenant be given before eviction from a foreclosed home?**
- 60
  - 15
  - 30
  - 45
- 17. Which of the following is excluded from physical or mental impairment?**
- Physiological disorder or disfigurement
  - Temporary physiological disorder or illness
  - Development disability
  - PTSD
- 18. In regards to any personal lines or commercial residential property insurance, within how many days before the effective date must the insurer give the first-named insured written notice of non-renewal, cancellation, or termination?**
- 180
  - 60
  - 120
  - 90

- 19. Fill in the blank. With respect to any personal lines or commercial residential property insurance, after the policy has been in effect for \_\_\_\_ days, the policy may not be canceled by the insurer unless, among other reasons, there has been a material misstatement or a nonpayment of premium.**
- a. 90
  - b. 60
  - c. 120
  - d. 180
- 20. Fill in the blanks. Any major structure that is newly constructed, rebuilt, repaired, restored or remodeled to increase the total square footage of the finished area by more than \_\_\_\_ will be ineligible for coverage through Citizens after \_\_\_\_.**
- a. 25%; July 1, 2016
  - b. 15%; January 1, 2016
  - c. 25%; July 1, 2015
  - d. 15%; January 11, 2015