Title XL
REAL ESTATE TRANSACTIONS

Chapter 718
CONDOMINIUMS

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718.924 Unit owners; rights of first refusal; waiver.
718.925 Unit owners; rights of first refusal; exceptions.
718.926 Unit owners; rights of first refusal; procedure.
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718.1072 Unit owners; rights of first refusal; waiver.
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the standard improvements installed by the developer on all units as part of original construction, whether or not such improvement is located within the unit. This paragraph does not relieve any party of its obligations regarding recovery due under any insurance implemented specifically for such improvements.

(o) The provisions of this subsection shall not apply to timeshare condominium associations. Insurance for timeshare condominium associations shall be maintained pursuant to s. 721.165.

(12) OFFICIAL RECORDS.—

(a) From the inception of the association, the association shall maintain each of the following items, if applicable, which constitutes the official records of the association:

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

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

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

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

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

6. A book or books that contain the minutes of all meetings of the association, the board of administration, and the unit owners.

7. A current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers. The association shall also maintain the e-mail addresses and facsimile numbers of unit owners consenting to receive notice by electronic transmission. The e-mail addresses and facsimile numbers are not accessible to unit owners if consent to receive notice by electronic transmission is not provided in accordance with sub-subparagraph (c)3.e. However, the association is not liable for an inadvertent disclosure of the e-mail address or facsimile number for receiving electronic transmission of notices.

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

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

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

11. Accounting records for the association and separate accounting records for each condominium that the association operates. Any person who knowingly or intentionally defaces or destroys such records, or who knowingly or intentionally fails to create or maintain such records, with the intent of causing harm to the association or one or more of its members, is personally subject to a civil penalty pursuant to s. 718.501(1)(d). The accounting records must include, but are not limited to:

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

b. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.

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

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

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

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

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

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

16. A copy of the inspection report as described in s. 718.301(4)(p).

17. Bids for materials, equipment, or services.

(b) The official records specified in subparagraphs (a)1.-6. must be permanently maintained from the inception of the association. All other official records must be maintained within the state for at least 7 years, unless otherwise provided by general law. The records of the association shall be made available to a unit owner within 45 miles of the condominium property or within the county in which the condominium property is located within 10 working days after receipt of a written request by the board or its designee. However, such distance requirement does not apply to an association governing a timeshare condominium. This paragraph may be complied with by having a copy of the official records of the association available for inspection or copying on the condominium property or association property, or the association may offer the option of making the records available to a unit owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The association is not responsible for the use or misuse of the information provided to an association member or his or her authorized representative pursuant to the compliance requirements of this chapter unless the association has an affirmative duty not to disclose such information pursuant to this chapter.

(c)1. The official records of the association are open to inspection by any association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the member or authorized representative of such member. A renter of a unit has a right to inspect and copy the association's bylaws and rules. The association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying. The failure of an association to provide the records within 10 working days after receipt of a written request creates a rebuttable presumption that the association willfully failed to comply with this paragraph. A unit owner who is denied access to official records is entitled to the actual damages or minimum damages for the association's willful failure to comply. Minimum damages are $50 per calendar day for up to 10 days, beginning on the 11th working day after receipt of the written request. The failure to permit inspection entitles any person prevailing in an enforcement action to recover reasonable attorney fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records.

2. Any person who knowingly or intentionally defaces or destroys accounting records that are required by this chapter to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the association or one or more of its members, is personally subject to a civil penalty pursuant to s. 718.501(1)(d).

3. The association shall maintain an adequate number of copies of the declaration, articles of incorporation, bylaws, and rules, and all amendments to each of the foregoing, as well as the question and answer sheet as described in s. 718.504 and year-end financial information required under this section, on the condominium property to ensure their availability to unit owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the documents. An association shall allow a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the association's providing the member or his or her authorized representative with a copy of such records. The association may not charge a member or his or her authorized representative for the use of a portable device. Notwithstanding this paragraph, the following records are not accessible to unit owners:

a. Any record protected by the lawyer-client privilege as described in s. 90.502 and any record protected by the work-product privilege, including 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 or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

b. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a unit.

c. Personnel records of association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this sub-subparagraph, the term "personnel records" does not include written employment agreements with an association employee or management company, or budgetary or financial records that indicate the compensation paid to an association employee.

d. Medical records of unit owners.

e. Social security numbers, driver license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a unit owner other than as provided to fulfill the association's notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the association to fulfill the association's notice requirements. Notwithstanding the restrictions in this sub-subparagraph, an association may print and distribute to parcel owners a directory containing the name, parcel address, and all telephone numbers of each parcel owner. However, an owner may exclude his or her telephone numbers from the directory by so requesting in writing to the association. An owner may consent in writing to the disclosure of other contact information described in this sub-subparagraph. The association is not liable for the inadvertent disclosure of information that is protected under this sub-subparagraph if the information is included in an official record of the association and is voluntarily provided by an owner and not requested by the association.

f. Electronic security measures that are used by the association to safeguard data, including passwords.

g. The software and operating system used by the association which allow the manipulation of data, even if the owner owns a copy of the same software used by the association. The data is part of the official records of the association.

(d) The association shall prepare a question and answer sheet as described in s. 718.504, and shall update it annually.

(e)1. The association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the condominium or the association other than information or documents required by this chapter to be made available or disclosed. The association or its authorized agent may charge a reasonable fee to the prospective purchaser, lienholder, or the current unit owner for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed $150 plus the reasonable cost of photocopying and any attorney's fees incurred by the association in connection with the response.

2. An association and its authorized agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy."

(f) 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. The division shall impose a civil penalty as set forth in s. 718.501(1)(d)6. against an outgoing board or committee member who willfully and knowingly fails to relinquish such records and property.

(g)1. By January 1, 2019, an association managing a condominium with 150 or more units which does not contain timeshare units shall post digital copies of the documents specified in subparagraph 2. on its website.

a. The association's website must be:

(I) An independent website or web portal wholly owned and operated by the association; or

(II) A website or web portal operated by a third-party provider with whom the association owns, leases, rents, or otherwise obtains the right to operate a web page, subpage, web portal, or collection of subpages or web portals dedicated to the association's activities and on which required notices, records, and documents may be posted by the association.

b. The association's website must be accessible through the Internet and must contain a subpage, web portal, or other protected electronic location that is inaccessible to the general public and accessible only to unit owners and employees of the association.

c. Upon a unit owner's written request, the association must provide the unit owner with a username and password and access to the protected sections of the association's website that contain any notices, records, or documents that must be electronically provided.

2. A current copy of the following documents must be posted in digital format on the association's website:

a. The recorded declaration of condominium of each condominium operated by the association and each amendment to each declaration.

b. The recorded bylaws of the association and each amendment to the bylaws.

c. The articles of incorporation of the association, or other documents creating the association, and each amendment thereto. The copy posted pursuant to this sub-subparagraph must be a copy of the articles of incorporation filed with the Department of State.

d. The rules of the association.

e. A list of all executory contracts or documents to which the association is a party or under which the association or the unit owners have an obligation or responsibility and, after bidding for the related materials, equipment, or services has closed, a list of bids received by the association within the past year. Summaries of bids for materials, equipment, or services which exceed $500 must be maintained on the website for 1 year. In lieu of summaries, complete copies of the bids may be posted.

f. The annual budget required by s. 718.112(2)(f) and any proposed budget to be considered at the annual meeting.

g. The financial report required by subsection (13) and any monthly income or expense statement to be considered at a meeting.

h. The certification of each director required by s. 718.112(2)(d)4.b.

i. All contracts or transactions between the association and any director, officer, corporation, firm, or association that is not an affiliated condominium association or any other entity in which an association director is also a director or officer and financially interested.

j. Any contract or document regarding a conflict of interest or possible conflict of interest as provided in ss. 468.436(2)(b)6. and 718.3027(3).

k. The notice of any unit owner meeting and the agenda for the meeting, as required by s. 718.112(2)(d)3., no later than 14 days before the meeting. The notice must be posted in plain view on the front page of the website, or on a separate subpage of the website labeled "Notices" which is conspicuously visible and linked from the front page. The association must also post on its website any document to be considered and voted on by the owners during the meeting or any document listed on the agenda at least 7 days before the meeting at which the document or the information within the document will be considered.

l. Notice of any board meeting, the agenda, and any other document required for the meeting as required by s. 718.112(2)(c), which must be posted no later than the date required for notice pursuant to s. 718.112(2)(c).

3. The association shall ensure that the information and records described in paragraph (c), which are not allowed to be accessible to unit owners, are not posted on the association's website. If protected information or information restricted from being accessible to unit owners is included in documents that are required to be posted on the association's website, the association shall ensure the information is redacted before posting the documents online. Notwithstanding the foregoing, the association or its agent is not liable for disclosing information that is protected or restricted pursuant to this paragraph unless such disclosure was made with a knowing or intentional disregard of the protected or restricted nature of such information.

4. The failure of the association to post information required under subparagraph 2. is not in and of itself sufficient to invalidate any action or decision of the association's board or its committees.

(13) FINANCIAL REPORTING.—Within 90 days after the end of the fiscal year, or annually on a date provided in the bylaws, the association shall prepare and complete, or contract for the preparation and completion of, a financial report for the preceding fiscal year. Within 21 days after the final financial report is completed by the association or received from the third party, but not later than 120 days after the end of the fiscal year or other date as provided in the bylaws, the association shall mail to each unit owner at the address last furnished to the association by the unit owner, or hand deliver to each unit owner, a copy of the most recent financial report or a notice that a copy of the most recent financial report will be mailed or hand delivered to the unit owner, without charge, within 5 business days after receipt of a written request from the unit owner. The division shall adopt rules setting forth uniform accounting principles and standards to be used by all associations and addressing the financial reporting requirements for multicondominium associations. The rules must include, but not be limited to, standards for presenting a summary of association reserves, including a good faith estimate disclosing the annual amount of reserve funds that would be necessary for the association to fully fund reserves for each reserve item based on the straight-line accounting method. This disclosure is not applicable to reserves funded via the pooling method. In adopting such rules, the division shall consider the number of members and annual revenues of an association. Financial reports shall be prepared as follows:

(a) An association that meets the criteria of this paragraph shall prepare a complete set of financial statements in accordance with generally accepted accounting principles. The financial statements must be based upon the association's total annual revenues, as follows:

1. An association with total annual revenues of $150,000 or more, but less than $300,000, shall prepare compiled financial statements.

2. An association with total annual revenues of at least $300,000, but less than $500,000, shall prepare reviewed financial statements.

3. An association with total annual revenues of $500,000 or more shall prepare audited financial statements.

(b)1. An association with total annual revenues of less than $150,000 shall prepare a report of cash receipts and expenditures.

2. A report of cash receipts and disbursements must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the association maintains reserves.

(c) An association may prepare, without a meeting of or approval by the unit owners:

1. Compiled, reviewed, or audited financial statements, if the association is required to prepare a report of cash receipts and expenditures;

2. Reviewed or audited financial statements, if the association is required to prepare compiled financial statements; or

3. Audited financial statements if the association is required to prepare reviewed financial statements.

(d) If approved by a majority of the voting interests present at a properly called meeting of the association, an association may prepare:

1. A report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement;

2. A report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or

3. A report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement.

Such meeting and approval must occur before the end of the fiscal year and is effective only for the fiscal year in which the vote is taken, except that the approval may also be effective for the following fiscal year. If the developer has not turned over control of the association, all unit owners, including the developer, may vote on issues related to the preparation of the association's financial reports, from the date of incorporation of the association through the end of the second fiscal year after the fiscal year in which the certificate of a surveyor and mapper is recorded pursuant to s. 718.104(4)(e) or an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit is recorded, whichever occurs first. Thereafter, all unit owners except the developer may vote on such issues until control is turned over to the association by the developer. Any audit or review prepared under this section shall be paid for by the developer if done before turnover of control of the association.

(e) A unit owner may provide written notice to the division of the association's failure to mail or hand deliver him or her a copy of the most recent financial report within 5 business days after he or she submitted a written request to the association for a copy of such report. If the division determines that the association failed to mail or hand deliver a copy of the most recent financial report to the unit owner, the division shall provide written notice to the association that the association must mail or hand deliver a copy of the most recent financial report to the unit owner and the division within 5 business days after it receives such notice from the division. An association that fails to comply with the division's request may not waive the financial reporting requirement provided in paragraph (d) for the fiscal year in which the unit owner's request was made and the following fiscal year. A financial report received by the division pursuant to this paragraph shall be maintained, and the division shall provide a copy of such report to an association member upon his or her request.

(14) COMMINGLING.—All funds collected by an association shall be maintained separately in the association's name. For investment purposes only, reserve funds may be commingled with operating funds of the association. Commingled operating and reserve funds shall be accounted for separately, and a commingled account shall not, at any time, be less than the amount identified as reserve funds. This subsection does not prohibit a multicondominium association from commingling the operating funds of separate condominiums or the reserve funds of separate condominiums. Furthermore, for investment purposes only, a multicondominium association may commingle the operating funds of separate condominiums with the reserve funds of separate condominiums. A manager or business entity required to be licensed or registered under s. 468.432, or an agent, employee, officer, or director of an association, shall not commingle any association funds with his or her funds or with the funds of any other condominium association or the funds of a community association as defined in s. 468.431.

(15) DEBIT CARDS.—

(a) An association and its officers, directors, employees, and agents may not use a debit card issued in the name of the association, or billed directly to the association, for the payment of any association expense.

(b) Use of a debit card issued in the name of the association, or billed directly to the association, for any expense that is not a lawful obligation of the association may be prosecuted as credit card fraud pursuant to s. 817.61.

History.—s. 1, ch. 76-222; s. 2, ch. 78-340; ss. 2, 3, 5, ch. 79-314; s. 1, ch. 80-323; s. 1, ch. 81-225; s. 1, ch. 82-199; s. 5, ch. 84-368; s. 5, ch. 86-175; s. 2, ch. 87-46; s. 4, ch. 87-117; s. 6, ch. 90-151; s. 4, ch. 91-103; ss. 3, 5, ch. 91-426; s. 2, ch. 92-49; s. 1, ch. 94-77; s. 231, ch. 94-218; s. 2, ch. 94-336; s. 35, ch. 95-274; s. 854, ch. 97-102; s. 2, ch. 98-322; s. 74, ch. 99-3; s. 52, ch. 2000-302; s. 20, ch. 2001-64; s. 8, ch. 2002-27; s. 4, ch. 2003-14; s. 1, ch. 2004-345; s. 2, ch. 2004-353; s. 37, ch. 2007-1; s. 4, ch. 2007-80; s. 6, ch. 2008-28; ss. 1, 3, ch. 2008-240; s. 87, ch. 2009-21; s. 9, ch. 2010-174; s. 49, ch. 2011-4; s. 2, ch. 2011-196; s. 4, ch. 2013-122; s. 2, ch. 2013-188; s. 8, ch. 2014-133; s. 69, ch. 2014-209; s. 2, ch. 2015-97; s. 1, ch. 2017-161; s. 1, ch. 2017-188; s. 1, ch. 2018-96.

718.112 Bylaws.—

(1) GENERALLY.—

(a) The operation of the association shall be governed by the articles of incorporation if the association is incorporated, and the bylaws of the association, which shall be included as exhibits to the recorded declaration. If one association operates more than one condominium, it shall not be necessary to rerecord the same articles of incorporation and bylaws as exhibits to each declaration after the first, provided that in each case where the articles and bylaws are not so recorded, the declaration expressly incorporates them by reference as exhibits and identifies the book and page of the public records where the first declaration to which they were attached is recorded.

(b) No amendment to the articles of incorporation or bylaws is valid unless recorded with identification on the first page thereof of the book and page of the public records where the declaration of each condominium operated by the association is recorded.

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

(a) *Administration.*—

1. The form of administration of the association shall be described indicating the title of the officers and board of administration and specifying the powers, duties, manner of selection and removal, and compensation, if any, of officers and boards. In the absence of such a provision, the board of administration shall be composed of five members, unless the condominium has five or fewer units. The board shall consist of not fewer than three members in condominiums with five or fewer units that are not-for-profit corporations. In the absence of provisions to the contrary in the bylaws, the board of administration shall have a president, a secretary, and a treasurer, who shall perform the duties of such officers customarily performed by officers of corporations. Unless prohibited in the bylaws, the board of administration may appoint other officers and grant them the duties it deems appropriate. Unless otherwise provided in the bylaws, the officers shall serve without compensation and at the pleasure of the board of administration. Unless otherwise provided in the bylaws, the members of the board shall serve without compensation.

2. When a unit owner of a residential condominium files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within 30 days after receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within 10 days after its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may through its board of administration adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

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

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

2. Except as specifically otherwise provided herein, unit owners in a residential condominium may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the division. A voting interest or consent right allocated to a unit owned by the association may not be exercised or considered for any purpose, whether for a quorum, an election, or otherwise. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with subparagraph (f)2.; for votes taken to waive the financial reporting requirements of s. 718.111(13); for votes taken to amend the declaration pursuant to s. 718.110; for votes taken to amend the articles of incorporation or bylaws pursuant to this section; and for any other matter for which this chapter requires or permits a vote of the unit owners. Except as provided in paragraph (d), a proxy, limited or general, may not be used in the election of board members in a residential condominium. General proxies may be used for other matters for which limited proxies are not required, and may be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Notwithstanding this subparagraph, unit owners may vote in person at unit owner meetings. This subparagraph does not limit the use of general proxies or require the use of limited proxies for any agenda item or election at any meeting of a timeshare condominium association or a nonresidential condominium association.

[1]3. A proxy given is effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid longer than 90 days after the date of the first meeting for which it was given. Each proxy is revocable at any time at the pleasure of the unit owner executing it.

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

5. A board or committee member's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such member may vote as if physically present. A speaker must be used so that the conversation of such members may be heard by the board or committee members attending in person as well as by any unit owners present at a meeting.

(c) *Board of administration meetings.*—Meetings of the board of administration at which a quorum of the members is present are open to all unit owners. Members of the board of administration may use e-mail as a means of communication but may not cast a vote on an association matter via e-mail. A unit owner may tape record or videotape the meetings. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The division shall adopt reasonable rules governing the tape recording and videotaping of the meeting. The association may adopt written reasonable rules governing the frequency, duration, and manner of unit owner statements.

1. Adequate notice of all board meetings, which must specifically identify all agenda items, must be posted conspicuously on the condominium property at least 48 continuous hours before the meeting except in an emergency. If 20 percent of the voting interests petition the board to address an item of business, the board, within 60 days after receipt of the petition, shall place the item on the agenda at its next regular board meeting or at a special meeting called for that purpose. An item not included on the notice may be taken up on an emergency basis by a vote of at least a majority plus one of the board members. Such emergency action must be noticed and ratified at the next regular board meeting. Written notice of a meeting at which a nonemergency special assessment or an amendment to rules regarding unit use will be considered must be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property at least 14 days before the meeting. Evidence of compliance with this 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the association. Notice of any meeting in which regular or special assessments against unit owners are to be considered must specifically state that assessments will be considered and provide the estimated cost and description of the purposes for such assessments. Upon notice to the unit owners, the board shall, by duly adopted rule, designate a specific location on the condominium property where all notices of board meetings must be posted. If there is no condominium property where notices can be posted, notices shall be mailed, delivered, or electronically transmitted to each unit owner at least 14 days before the meeting. In lieu of or in addition to the physical posting of the notice on the condominium property, the association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the condominium association. However, if broadcast notice is used in lieu of a notice physically posted on condominium property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. If broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. In addition to any of the authorized means of providing notice of a meeting of the board, the association may, by rule, adopt a procedure for conspicuously posting the meeting notice and the agenda on a website serving the condominium association for at least the minimum period of time for which a notice of a meeting is also required to be physically posted on the condominium property. Any rule adopted shall, in addition to other matters, include a requirement that the association send an electronic notice in the same manner as a notice for a meeting of the members, which must include a hyperlink to the website where the notice is posted, to unit owners whose e-mail addresses are included in the association's official records.

2. Meetings of a committee to take final action on behalf of the board or make recommendations to the board regarding the association budget are subject to this paragraph. Meetings of a committee that does not take final action on behalf of the board or make recommendations to the board regarding the association budget are subject to this section, unless those meetings are exempted from this section by the bylaws of the association.

3. Notwithstanding any other law, the requirement that board meetings and committee meetings be open to the unit owners does not apply to:

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

b. Board meetings held for the purpose of discussing personnel matters.

(d) *Unit owner meetings.*—

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

2. Unless the bylaws provide otherwise, a vacancy on the board caused by the expiration of a director's term must be filled by electing a new board member, and the election must be by secret ballot. An election is not required if the number of vacancies equals or exceeds the number of candidates. For purposes of this paragraph, the term "candidate" means an eligible person who has timely submitted the written notice, as described in sub-subparagraph 4.a., of his or her intention to become a candidate. Except in a timeshare or nonresidential condominium, or if the staggered term of a board member does not expire until a later annual meeting, or if all members' terms would otherwise expire but there are no candidates, the terms of all board members expire at the annual meeting, and such members may stand for reelection unless prohibited by the bylaws. Board members may serve terms longer than 1 year if permitted by the bylaws or articles of incorporation. A board member may not serve more than 8 consecutive years unless approved by an affirmative vote of unit owners representing two-thirds of all votes cast in the election or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy. If the number of board members whose terms expire at the annual meeting equals or exceeds the number of candidates, the candidates become members of the board effective upon the adjournment of the annual meeting. Unless the bylaws provide otherwise, any remaining vacancies shall be filled by the affirmative vote of the majority of the directors making up the newly constituted board even if the directors constitute less than a quorum or there is only one director. In a residential condominium association of more than 10 units or in a residential condominium association that does not include timeshare units or timeshare interests, coowners of a unit may not serve as members of the board of directors at the same time unless they own more than one unit or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy. A unit owner in a residential condominium desiring to be a candidate for board membership must comply with sub-subparagraph 4.a. and must be eligible to be a candidate to serve on the board of directors at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the board. A person who has been suspended or removed by the division under this chapter, or who is delinquent in the payment of any monetary obligation due to the association, is not eligible to be a candidate for board membership and may not be listed on the ballot. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for board membership unless such felon's civil rights have been restored for at least 5 years as of the date such person seeks election to the board. The validity of an action by the board is not affected if it is later determined that a board member is ineligible for board membership due to having been convicted of a felony. This subparagraph does not limit the term of a member of the board of a nonresidential or timeshare condominium.

3. The bylaws must provide the method of calling meetings of unit owners, including annual meetings. Written notice must include an agenda, must be mailed, hand delivered, or electronically transmitted to each unit owner at least 14 days before the annual meeting, and must be posted in a conspicuous place on the condominium property at least 14 continuous days before the annual meeting. Upon notice to the unit owners, the board shall, by duly adopted rule, designate a specific location on the condominium property where all notices of unit owner meetings must be posted. This requirement does not apply if there is no condominium property for posting notices. In lieu of, or in addition to, the physical posting of meeting notices, the association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the condominium association. However, if broadcast notice is used in lieu of a notice posted physically on the condominium property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. If broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. In addition to any of the authorized means of providing notice of a meeting of the board, the association may, by rule, adopt a procedure for conspicuously posting the meeting notice and the agenda on a website serving the condominium association for at least the minimum period of time for which a notice of a meeting is also required to be physically posted on the condominium property. Any rule adopted shall, in addition to other matters, include a requirement that the association send an electronic notice in the same manner as a notice for a meeting of the members, which must include a hyperlink to the website where the notice is posted, to unit owners whose e-mail addresses are included in the association's official records. Unless a unit owner waives in writing the right to receive notice of the annual meeting, such notice must be hand delivered, mailed, or electronically transmitted to each unit owner. Notice for meetings and notice for all other purposes must be mailed to each unit owner at the address last furnished to the association by the unit owner, or hand delivered to each unit owner. However, if a unit is owned by more than one person, the association must provide notice to the address that the developer identifies for that purpose and thereafter as one or more of the owners of the unit advise the association in writing, or if no address is given or the owners of the unit do not agree, to the address provided on the deed of record. An officer of the association, or the manager or other person providing notice of the association meeting, must provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the association affirming that the notice was mailed or hand delivered in accordance with this provision.

4. The members of the board of a residential condominium shall be elected by written ballot or voting machine. Proxies may not be used in electing the board in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in this chapter. This subparagraph does not apply to an association governing a timeshare condominium.

a. At least 60 days before a scheduled election, the association shall mail, deliver, or electronically transmit, by separate association mailing or included in another association mailing, delivery, or transmission, including regularly published newsletters, to each unit owner entitled to a vote, a first notice of the date of the election. A unit owner or other eligible person desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the association at least 40 days before a scheduled election. Together with the written notice and agenda as set forth in subparagraph 3., the association shall mail, deliver, or electronically transmit a second notice of the election to all unit owners entitled to vote, together with a ballot that lists all candidates. Upon request of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the association. The association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper. The division shall by rule establish voting procedures consistent with this sub-subparagraph, including rules establishing procedures for giving notice by electronic transmission and rules providing for the secrecy of ballots. Elections shall be decided by a plurality of ballots cast. There is no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election. A unit owner may not authorize any other person to vote his or her ballot, and any ballots improperly cast are invalid. A unit owner who violates this provision may be fined by the association in accordance with s. 718.303. A unit owner who needs assistance in casting the ballot for the reasons stated in s. 101.051 may obtain such assistance. The regular election must occur on the date of the annual meeting. Notwithstanding this sub-subparagraph, an election is not required unless more candidates file notices of intent to run or are nominated than board vacancies exist.

b. Within 90 days after being elected or appointed to the board of an association of a residential condominium, each newly elected or appointed director shall certify in writing to the secretary of the association that he or she has read the association's declaration of condominium, articles of incorporation, bylaws, and current 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 administered by a division-approved condominium education provider within 1 year before or 90 days after the date of election or appointment. The written certification or educational certificate is valid and does not have to be resubmitted as long as the director serves on the board without interruption. A director of an association of a residential condominium 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 sub-subparagraph. The board may temporarily fill the vacancy during the period of suspension. The secretary shall cause the association to retain a director's written certification or educational certificate for inspection by the members for 5 years after a 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.

c. Any challenge to the election process must be commenced within 60 days after the election results are announced.

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

6. Unit owners may waive notice of specific meetings if allowed by the applicable bylaws or declaration or any law. Notice of meetings of the board of administration, unit owner meetings, except unit owner meetings called to recall board members under paragraph (j), and committee meetings may be given by electronic transmission to unit owners who consent to receive notice by electronic transmission. A unit owner who consents to receiving notices by electronic transmission is solely responsible for removing or bypassing filters that block receipt of mass emails sent to members on behalf of the association in the course of giving electronic notices.

7. Unit owners have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the association may adopt reasonable rules governing the frequency, duration, and manner of unit owner participation.

8. A unit owner may tape record or videotape a meeting of the unit owners subject to reasonable rules adopted by the division.

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

10. This chapter does not limit the use of general or limited proxies, require the use of general or limited proxies, or require the use of a written ballot or voting machine for any agenda item or election at any meeting of a timeshare condominium association or nonresidential condominium association.

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

(e) *Budget meeting.*—

1. Any meeting at which a proposed annual budget of an association will be considered by the board or unit owners shall be open to all unit owners. At least 14 days prior to such a meeting, the board shall hand deliver to each unit owner, mail to each unit owner at the address last furnished to the association by the unit owner, or electronically transmit to the location furnished by the unit owner for that purpose a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement, and such affidavit shall be filed among the official records of the association.

2.a. If a board adopts in any fiscal year an annual budget which requires assessments against unit owners which exceed 115 percent of assessments for the preceding fiscal year, the board shall conduct a special meeting of the unit owners to consider a substitute budget if the board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the association, a notice of the meeting. An officer or manager of the association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the association. Unit owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests unless the bylaws require adoption by a greater percentage of voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the board shall take effect as scheduled.

b. Any determination of whether assessments exceed 115 percent of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the condominium property, anticipated expenses of the association which the board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the condominium property.

c. If the developer controls the board, assessments shall not exceed 115 percent of assessments for the prior fiscal year unless approved by a majority of all voting interests.

(f) *Annual budget.*—

1. The proposed annual budget of estimated revenues and expenses must be detailed and must show the amounts budgeted by accounts and expense classifications, including, at a minimum, any applicable expenses listed in s. 718.504(21). A multicondominium association shall adopt a separate budget of common expenses for each condominium the association operates and shall adopt a separate budget of common expenses for the association. In addition, if the association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements as provided for in s. 718.113(1), the budget or a schedule attached to it must show the amount budgeted for this maintenance. If, after turnover of control of the association to the unit owners, any of the expenses listed in s. 718.504(21) are not applicable, they need not be listed.

2.a. In addition to annual operating expenses, the budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts must include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and any other item that has a deferred maintenance expense or replacement cost that exceeds $10,000. The amount to be reserved must be computed using a formula based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. This subsection does not apply to an adopted budget in which the members of an association have determined, by a majority vote at a duly called meeting of the association, to provide no reserves or less reserves than required by this subsection.

b. Before turnover of control of an association by a developer to unit owners other than a developer pursuant to s. 718.301, the developer may vote the voting interests allocated to its units to waive the reserves or reduce the funding of reserves through the period expiring at the end of the second fiscal year after the fiscal year in which the certificate of a surveyor and mapper is recorded pursuant to s. 718.104(4)(e) or an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit is recorded, whichever occurs first, after which time reserves may be waived or reduced only upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the association. If a meeting of the unit owners has been called to determine whether to waive or reduce the funding of reserves and no such result is achieved or a quorum is not attained, the reserves included in the budget shall go into effect. After the turnover, the developer may vote its voting interest to waive or reduce the funding of reserves.

3. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and may be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the association. Before turnover of control of an association by a developer to unit owners other than the developer pursuant to s. 718.301, the developer-controlled association may not vote to use reserves for purposes other than those for which they were intended without the approval of a majority of all nondeveloper voting interests, voting in person or by limited proxy at a duly called meeting of the association.

4. The only voting interests that are eligible to vote on questions that involve waiving or reducing the funding of reserves, or using existing reserve funds for purposes other than purposes for which the reserves were intended, are the voting interests of the units subject to assessment to fund the reserves in question. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended must contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.

(g) *Assessments.*—The manner of collecting from the unit owners their shares of the common expenses shall be stated in the bylaws. Assessments shall be made against units not less frequently than quarterly in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Nothing in this paragraph shall preclude the right of an association to accelerate assessments of an owner delinquent in payment of common expenses. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

(h) *Amendment of bylaws.*—

1. The method by which the bylaws may be amended consistent with the provisions of this chapter shall be stated. If the bylaws fail to provide a method of amendment, the bylaws may be amended if the amendment is approved by the owners of not less than two-thirds of the voting interests.

2. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw ____ for present text."

3. Nonmaterial errors or omissions in the bylaw process will not invalidate an otherwise properly promulgated amendment.

(i) *Transfer fees.*—No charge shall be made by the association or any body thereof in connection with the sale, mortgage, lease, sublease, or other transfer of a unit unless the association is required to approve such transfer and a fee for such approval is provided for in the declaration, articles, or bylaws. Any such fee may be preset, but in no event may such fee exceed $100 per applicant other than husband/wife or parent/dependent child, which are considered one applicant. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. The foregoing notwithstanding, an association may, if the authority to do so appears in the declaration or bylaws, require that a prospective lessee place a security deposit, in an amount not to exceed the equivalent of 1 month's rent, into an escrow account maintained by the association. The security deposit shall protect against damages to the common elements or association property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in part II of chapter 83.

(j) *Recall of board members.*—Subject to s. 718.301, any member of the board of administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the unit owners to recall a member or members of the board of administration may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.

1. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided in this paragraph. The board shall duly notice and hold a board meeting within 5 full business days after the adjournment of the unit owner meeting to recall one or more board members. Such member or members shall be recalled effective immediately upon conclusion of the board meeting, provided that the recall is facially valid. A recalled member must turn over to the board, within 10 full business days after the vote, any and all records and property of the association in their possession.

2. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the association by certified mail or by personal service in the manner authorized by chapter 48 and the Florida Rules of Civil Procedure. The board of administration shall duly notice and hold a meeting of the board within 5 full business days after receipt of the agreement in writing. Such member or members shall be recalled effective immediately upon the conclusion of the board meeting, provided that the recall is facially valid. A recalled member must turn over to the board, within 10 full business days, any and all records and property of the association in their possession.

3. If the board fails to duly notice and hold a board meeting within 5 full business days after service of an agreement in writing or within 5 full business days after the adjournment of the unit owner recall meeting, the recall shall be deemed effective and the board members so recalled shall turn over to the board within 10 full business days after the vote any and all records and property of the association.

4. If the board fails to duly notice and hold the required meeting or at the conclusion of the meeting determines that the recall is not facially valid, the unit owner representative may file a petition pursuant to s. 718.1255 challenging the board's failure to act or challenging the board's determination on facial validity. The petition must be filed within 60 days after the expiration of the applicable 5-full-business-day period. The review of a petition under this subparagraph is limited to the sufficiency of service on the board and the facial validity of the written agreement or ballots filed.

5. If a vacancy occurs on the board as a result of a recall or removal 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 provision to the contrary contained in this subsection. 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 subsection. 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.

6. A board member who has been recalled may file a petition pursuant to s. 718.1255 challenging the validity of the recall. The petition must be filed within 60 days after the recall. The association and the unit owner representative shall be named as the respondents. The petition may challenge the facial validity of the written agreement or ballots filed or the substantial compliance with the procedural requirements for the recall. If the arbitrator determines the recall was invalid, the petitioning board member shall immediately be reinstated and the recall is null and void. A board member who is successful in challenging a recall is entitled to recover reasonable attorney fees and costs from the respondents. The arbitrator may award reasonable attorney fees and costs to the respondents if they prevail, if the arbitrator makes a finding that the petitioner's claim is frivolous.

7. The division may not accept for filing a recall petition, whether filed pursuant to subparagraph 1., subparagraph 2., subparagraph 4., or subparagraph 6. 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 elapsed since the election of the board member sought to be recalled.

(k) *Arbitration.*—There shall be a provision for mandatory nonbinding arbitration as provided for in s. 718.1255 for any residential condominium.

(l) *Certificate of compliance.*—A provision that a certificate of compliance from a licensed electrical contractor or electrician may be accepted by the association's board as evidence of compliance of the condominium units with the applicable fire and life safety code must be included. Notwithstanding chapter 633 or of any other code, statute, ordinance, administrative rule, or regulation, or any interpretation of the foregoing, an association, residential condominium, or unit owner is not obligated to retrofit the common elements, association property, or units of a residential condominium with a fire sprinkler system in a building that has been certified for occupancy by the applicable governmental entity if the unit owners have voted to forego such retrofitting by the affirmative vote of a majority of all voting interests in the affected condominium. The local authority having jurisdiction may not require completion of retrofitting with a fire sprinkler system before January 1, 2020. By December 31, 2016, a residential condominium association that is not in compliance with the requirements for a fire sprinkler system and has not voted to forego retrofitting of such a system must initiate an application for a building permit for the required installation with the local government having jurisdiction demonstrating that the association will become compliant by December 31, 2019.

1. A vote to forego retrofitting may be obtained by limited proxy or by a ballot personally cast at a duly called membership meeting, or by execution of a written consent by the member, and is effective upon recording a certificate attesting to such vote in the public records of the county where the condominium is located. The association shall mail or hand deliver to each unit owner written notice at least 14 days before the membership meeting in which the vote to forego retrofitting of the required fire sprinkler system is to take place. Within 30 days after the association's opt-out vote, notice of the results of the opt-out vote must be mailed or hand delivered to all unit owners. Evidence of compliance with this notice requirement must be made by affidavit executed by the person providing the notice and filed among the official records of the association. After notice is provided to each owner, a copy must be provided by the current owner to a new owner before closing and by a unit owner to a renter before signing a lease.

2. If there has been a previous vote to forego retrofitting, a vote to require retrofitting may be obtained at a special meeting of the unit owners called by a petition of at least 10 percent of the voting interests. Such a vote may only be called once every 3 years. Notice shall be provided as required for any regularly called meeting of the unit owners, and must state the purpose of the meeting. Electronic transmission may not be used to provide notice of a meeting called in whole or in part for this purpose.

3. As part of the information collected annually from condominiums, the division shall require condominium associations to report the membership vote and recording of a certificate under this subsection and, if retrofitting has been undertaken, the per-unit cost of such work. The division shall annually report to the Division of State Fire Marshal of the Department of Financial Services the number of condominiums that have elected to forego retrofitting.

4. Notwithstanding s. 553.509, a residential association may not be obligated to, and may forego the retrofitting of, any improvements required by s. 553.509(2) upon an affirmative vote of a majority of the voting interests in the affected condominium.

(m) *Common elements; limited power to convey.*—

1. With respect to condominiums created on or after October 1, 1994, the bylaws shall include a provision granting the association a limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

2. In any case where the bylaws are silent as to the association's power to convey common elements as described in subparagraph 1., the bylaws shall be deemed to include the provision described in subparagraph 1.

(n) *Director or officer delinquencies.*—A director or officer more than 90 days delinquent in the payment of any monetary obligation due the association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

(o) *Director or officer offenses.*—A director or officer charged by information or indictment with a felony theft or embezzlement offense involving the association's funds or property must be removed from office, creating a vacancy in the office to be filled according to law until the end of the period of the suspension or the end of the director's term of office, whichever occurs first. While such director or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a director or officer. However, if the charges are resolved without a finding of guilt, the director or officer shall be reinstated for the remainder of his or her term of office, if any.

(p) *Service providers; conflicts of interest.*—An association, which is not a timeshare condominium association, may not employ or contract with any service provider that is owned or operated by a board member or with any person who has a financial relationship with a board member or officer, or a relative within the third degree of consanguinity by blood or marriage of a board member or officer. This paragraph does not apply to a service provider in which a board member or officer, or a relative within the third degree of consanguinity by blood or marriage of a board member or officer, owns less than 1 percent of the equity shares.

(3) OPTIONAL PROVISIONS.—The bylaws as originally recorded or as amended under the procedures provided therein may provide for the following:

(a) A method of adopting and amending administrative rules and regulations governing the details of the operation and use of the common elements.

(b) Restrictions on and requirements for the use, maintenance, and appearance of the units and the use of the common elements.

(c) Provisions for giving notice by electronic transmission in a manner authorized by law of meetings of the board of directors and committees and of annual and special meetings of the members.

(d) Other provisions which are not inconsistent with this chapter or with the declaration, as may be desired.

History.—s. 1, ch. 76-222; s. 1, ch. 77-174; s. 5, ch. 77-221; ss. 3, 4, ch. 77-222; s. 1, ch. 78-340; s. 6, ch. 79-314; s. 2, ch. 80-323; s. 2, ch. 81-225; s. 1, ch. 82-113; s. 4, ch. 82-199; s. 6, ch. 84-368; s. 6, ch. 86-175; s. 2, ch. 88-148; s. 7, ch. 90-151; s. 5, ch. 91-103; ss. 5, 6, ch. 91-426; s. 3, ch. 92-49; s. 3, ch. 94-336; s. 7, ch. 94-350; s. 36, ch. 95-274; s. 2, ch. 96-396; s. 32, ch. 97-93; s. 1773, ch. 97-102; s. 1, ch. 97-301; s. 2, ch. 98-195; s. 3, ch. 98-322; s. 53, ch. 2000-302; s. 21, ch. 2001-64; s. 9, ch. 2002-27; s. 5, ch. 2003-14; s. 4, ch. 2004-345; s. 4, ch. 2004-353; s. 134, ch. 2005-2; s. 7, ch. 2008-28; s. 88, ch. 2009-21; s. 10, ch. 2010-174; s. 3, ch. 2011-196; s. 5, ch. 2013-122; s. 1, ch. 2013-159; s. 3, ch. 2013-188; s. 1, ch. 2014-74; s. 9, ch. 2014-133; s. 3, ch. 2015-97; s. 3, ch. 2017-188; s. 2, ch. 2018-96.

[1]**Note.**—As amended by s. 1, ch. 2014-74. For a description of multiple acts in the same session affecting a statutory provision, *see* preface to the *Florida Statutes*, "Statutory Construction." Subparagraph (2)(b)3. was also amended by s. 9, ch. 2014-133, and that version reads:

3. Any proxy given is effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid longer than 90 days after the date of the first meeting for which it was given and may be revoked at any time at the pleasure of the unit owner executing it.

718.1124 Failure to fill vacancies on board of administration sufficient to constitute a quorum; appointment of receiver upon petition of unit owner.—

(1) If an association fails to fill vacancies on the board of administration sufficient to constitute a quorum in accordance with the bylaws, any unit owner may give notice of his or her intent to apply to the circuit court within whose jurisdiction the condominium lies for the appointment of a receiver to manage the affairs of the association. The form of the notice shall be as follows:

NOTICE OF INTENT TO
APPLY FOR RECEIVERSHIP

YOU ARE HEREBY NOTIFIED that the undersigned owner of a condominium unit in _(name of condominium)_ intends to file a petition in the circuit court for appointment of a receiver to manage the affairs of the association on the grounds that the association has failed to fill vacancies on the board of administration sufficient to constitute a quorum. This petition will not be filed if the vacancies are filled within 30 days after the date on which this notice was sent or posted, whichever is later. If a receiver is appointed, the receiver shall have all of the powers of the board and shall be entitled to receive a salary and reimbursement of all costs and attorney's fees payable from association funds.

(name and address of petitioning unit owner)

(2) The notice required by subsection (1) must be provided by the unit owner to the association by certified mail or personal delivery, must be posted in a conspicuous place on the condominium property, and must be provided by the unit owner to every other unit owner of the association by certified mail or personal delivery. The notice must be posted and mailed or delivered at least 30 days prior to the filing of a petition seeking receivership. Notice by mail to a unit owner shall be sent to the address used by the county property appraiser for notice to the unit owner, except that where a unit owner's address is not publicly available the notice shall be mailed to the unit.

(3) If the association fails to fill the vacancies within 30 days after the notice required by subsection (1) is posted and mailed or delivered, the unit owner may proceed with the petition.

(4) If a receiver is appointed, all unit owners shall be given written notice of such appointment as provided in s. 718.127.

(5) The association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted board of administration and shall serve until the association fills vacancies on the board sufficient to constitute a quorum and the court relieves the receiver of the appointment.

History.—s. 1, ch. 81-185; s. 8, ch. 2008-28; s. 1, ch. 2008-202.

718.113 Maintenance; limitation upon improvement; display of flag; hurricane shutters and protection; display of religious decorations.—

(1) Maintenance of the common elements is the responsibility of the association. The declaration may provide that certain limited common elements shall be maintained by those entitled to use the limited common elements or that the association shall provide the maintenance, either as a common expense or with the cost shared only by those entitled to use the limited common elements. If the maintenance is to be by the association at the expense of only those entitled to use the limited common elements, the declaration shall describe in detail the method of apportioning such costs among those entitled to use the limited common elements, and the association may use the provisions of s. 718.116 to enforce payment of the shares of such costs by the unit owners entitled to use the limited common elements.

(2)(a) Except as otherwise provided in this section, there shall be no material alteration or substantial additions to the common elements or to real property which is association property, except in a manner provided in the declaration as originally recorded or as amended under the procedures provided therein. If the declaration as originally recorded or as amended under the procedures provided therein does not specify the procedure for approval of material alterations or substantial additions, 75 percent of the total voting interests of the association must approve the alterations or additions before the material alterations or substantial additions are commenced. This paragraph is intended to clarify existing law and applies to associations existing on July 1, 2018.

(b) There shall not be any material alteration of, or substantial addition to, the common elements of any condominium operated by a multicondominium association unless approved in the manner provided in the declaration of the affected condominium or condominiums as originally recorded or as amended under the procedures provided therein. If a declaration as originally recorded or as amended under the procedures provided therein does not specify a procedure for approving such an alteration or addition, the approval of 75 percent of the total voting interests of each affected condominium is required before the material alterations or substantial additions are commenced. This subsection does not prohibit a provision in any declaration, articles of incorporation, or bylaws as originally recorded or as amended under the procedures provided therein requiring the approval of unit owners in any condominium operated by the same association or requiring board approval before a material alteration or substantial addition to the common elements is permitted. This paragraph is intended to clarify existing law and applies to associations existing on July 1, 2018.

(c) There shall not be any material alteration or substantial addition made to association real property operated by a multicondominium association, except as provided in the declaration, articles of incorporation, or bylaws as originally recorded or as amended under the procedures provided therein. If the declaration, articles of incorporation, or bylaws as originally recorded or as amended under the procedures provided therein do not specify the procedure for approving an alteration or addition to association real property, the approval of 75 percent of the total voting interests of the association is required before the material alterations or substantial additions are commenced. This paragraph is intended to clarify existing law and applies to associations existing on July 1, 2018.

(3) A unit owner shall not do anything within his or her unit or on the common elements which would adversely affect the safety or soundness of the common elements or any portion of the association property or condominium property which is to be maintained by the association.

(4) Any unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

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

(a) The board may, subject to s. 718.3026 and the approval of a majority of voting interests of the residential condominium, install hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection that comply with or exceed the applicable building code. However, a vote of the owners is not required if the maintenance, repair, and replacement of hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection are the responsibility of the association pursuant to the declaration of condominium. If hurricane protection or laminated glass or window film architecturally designed to function as hurricane protection that complies with or exceeds the current applicable building code has been previously installed, the board may not install hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection except upon approval by a majority vote of the voting interests.

(b) The association is responsible for the maintenance, repair, and replacement of the hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection authorized by this subsection if such property is the responsibility of the association pursuant to the declaration of condominium. If the hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection are the responsibility of the unit owners pursuant to the declaration of condominium, the maintenance, repair, and replacement of such items are the responsibility of the unit owner.

(c) The board may operate shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection installed pursuant to this subsection without permission of the unit owners only if such operation is necessary to preserve and protect the condominium property and association property. The installation, replacement, operation, repair, and maintenance of such shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection in accordance with the procedures set forth in this paragraph are not a material alteration to the common elements or association property within the meaning of this section.

(d) Notwithstanding any other provision in the residential condominium documents, if approval is required by the documents, a board may not refuse to approve the installation or replacement of hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection by a unit owner conforming to the specifications adopted by the board.

(6) An association may not refuse the request of a unit owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the unit owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.

(7) Notwithstanding the provisions of this section or the governing documents of a condominium or a multicondominium association, the board of administration may, without any requirement for approval of the unit owners, install upon or within the common elements or association property solar collectors, clotheslines, or other energy-efficient devices based on renewable resources for the benefit of the unit owners.

(a) Subscribed and sworn to before me this day of _____ by the signer(s) personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appear(s) before me.

(b) A statement of substantial or restrictive revisions may be published as an addendum to a qualified acceptance and waiver. Such revisions or restrictions shall be deemed to be a material change and modification of the offer unless the seller and buyer agree to the revisions or restrictions within 5 calendar days from the date of receipt by the last party to sign or initial. Unless such revisions or restrictions are so accepted, the offer shall be deemed to be rejected in its entirety. Counter offers and rejections may be made by any party in the form of a new offer to the proposed other party.

(c) Acceptance of any portion of the offer other than a counter offer or a qualified acceptance as described in subparagraph (b) above shall be deemed to be a rejection of the entire offer.

(d) Facsimile and electronic signatures are acceptable for this offer and counter offers.

(e) Electronic transmission of a signature on any document contemplated hereunder shall be deemed to be an original signature for all purposes.

(f) The parties shall only accept/sign/initial/send/receive/deliver/transmit/receipt for the use of electronic signatures, transmissions, documents, and/or electronic records (collectively "electronic") in accordance with the Uniform Electronic Transactions Act and other applicable laws.

(g) Buyer and Seller shall be responsible for their own electronic equipment and shall be responsible for any and all fees and charges incurred by them for the use of electronic transmissions, documents, and/or electronic records.

(h) Buyer and Seller shall be responsible for their own computer security and shall be responsible for any and all losses, damages, expenses, and liabilities arising out of the use of electronic transmissions, documents, and/or electronic records on their computer systems.

(i) Buyer and Seller shall be responsible for their own electronic signature and shall be responsible for any and all losses, damages, expenses, and liabilities arising out of the improper use of their electronic signature.

(j) Buyer and Seller shall be responsible for their own computer viruses and shall be responsible for any and all losses, damages, expenses, and liabilities arising out of their computer viruses.

(k) Buyer and Seller shall be responsible for their own computer hackers and shall be responsible for any and all losses, damages, expenses, and liabilities arising out of their computer hackers.

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Date: _____

Time: _____

The following amounts are currently due as per account, as at _____ and must be paid within 30 days after your receipt of this notice. Payment should be made to the Trustee, at the address set out below, by cash, bank draft, or cheque payable to the Trustee.

Maintenance fees: $_____

Special levies: $_____

Other charges: $_____

Total: $_____

Signature of the Trustee: _____

Name of the Trustee: _____

Section 5.1 of the Act:

5.1 (1) Subsection 5.1 (2) applies with respect to a condominium corporation if,

1. Any person has a right to purchase or lease a unit or proposed unit in the corporation's condominium from a person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit for the purpose of resale to a person who is not the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit.

2. The person who has the right to purchase or lease the unit or proposed unit is not the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit.

3. The person who has the right to purchase or lease the unit or proposed unit is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code.

(2) The corporation may set a maximum amount payable by a vendor or purchaser or lessee or prospective purchaser or lessee in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the conditions in subsection (1) are met.

(3) The maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code is the amount that is the greater of,

1. $500 or such other amount as may be prescribed by the regulations.

2. 1 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is $50,000 or less.

3. 2 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is more than $50,000 but less than $100,000.

4. 3 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is $100,000 or more.

(4) The amount that any person or corporation agrees to or executes property and any transaction or instrument relating to property shall be deemed to be the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the amount that the person or corporation agrees to or executes property and any transaction or instrument relating to property shall be deemed to be the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is more than the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(5) In such cases, the proceeds of any sale of a prospective property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(6) The corporation may, by notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, require the person to provide such information as the corporation may require for the purpose of the administration of the Act and the declaration, by-laws, and rules of the corporation.

(7) Upon the notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, the person shall provide the information to the corporation within 10 days after the receipt of the notice.

(8) Subsection 5.1 (9) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(9) The proceeds from any sale of condominium property subject to subsection (5) or such part of them as shall, in the opinion of the corporation, be sufficient to satisfy the claim of the corporation for the information, shall be paid to the corporation.

(10) Subsection 5.1 (11) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(11) In such cases, the proceeds of any sale of prospective property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(12) The corporation may, by notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, require the person to provide such information as the corporation may require for the purpose of the administration of the Act and the declaration, by-laws, and rules of the corporation.

(13) Upon the notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, the person shall provide the information to the corporation within 10 days after the receipt of the notice.

(14) Subsection 5.1 (15) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(15) In such cases, the proceeds of any sale of condominium property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(16) The corporation may set different maximum amounts payable under this section for different classes of condominium units.

Section 5.2 of the Act:

5.2 (1) Subsection 5.2 (2) applies with respect to a condominium corporation if,

1. Any person has a right to purchase or lease a unit or proposed unit in the corporation's condominium from a person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit for the purpose of resale to a person who is not the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit.

2. The person who has the right to purchase or lease the unit or proposed unit is not the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit.

3. The person who has the right to purchase or lease the unit or proposed unit is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code.

(2) The corporation may set a maximum amount payable by a vendor or purchaser or lessee or prospective purchaser or lessee in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the conditions in subsection (1) are met.

(3) The maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code is the amount that is the greater of,

1. $500 or such other amount as may be prescribed by the regulations.

2. 1 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is $50,000 or less.

3. 2 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is more than $50,000 but less than $100,000.

4. 3 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is $100,000 or more.

(4) The amount that any person or corporation agrees to or executes property and any transaction or instrument relating to property shall be deemed to be the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the amount that the person or corporation agrees to or executes property and any transaction or instrument relating to property shall be deemed to be the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is more than the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(5) In such cases, the proceeds of any sale of prospective property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(6) The corporation may, by notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, require the person to provide such information as the corporation may require for the purpose of the administration of the Act and the declaration, by-laws, and rules of the corporation.

(7) Upon the notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, the person shall provide the information to the corporation within 10 days after the receipt of the notice.

(8) Subsection 5.2 (9) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(9) In such cases, the proceeds of any sale of condominium property subject to subsection (5) or such part of them as shall, in the opinion of the corporation, be sufficient to satisfy the claim of the corporation for the information, shall be paid to the corporation.

(10) Subsection 5.2 (11) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(11) In such cases, the proceeds of any sale of prospective property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(12) The corporation may, by notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, require the person to provide such information as the corporation may require for the purpose of the administration of the Act and the declaration, by-laws, and rules of the corporation.

(13) Upon the notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, the person shall provide the information to the corporation within 10 days after the receipt of the notice.

(14) Subsection 5.2 (15) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(15) In such cases, the proceeds of any sale of condominium property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(16) The corporation may set different maximum amounts payable under this section for different classes of condominium units.

Section 5.3 of the Act:

5.3 (1) Subsection 5.3 (2) applies with respect to a condominium corporation if,

1. Any person has a right to purchase or lease a unit or proposed unit in the corporation's condominium from a person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit for the purpose of resale to a person who is not the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit.

2. The person who has the right to purchase or lease the unit or proposed unit is not the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit.

3. The person who has the right to purchase or lease the unit or proposed unit is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code.

(2) The corporation may set a maximum amount payable by a vendor or purchaser or lessee or prospective purchaser or lessee in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the conditions in subsection (1) are met.

(3) The maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code is the amount that is the greater of,

1. $500 or such other amount as may be prescribed by the regulations.

2. 1 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is $50,000 or less.

3. 2 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is more than $50,000 but less than $100,000.

4. 3 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is $100,000 or more.

(4) The amount that any person or corporation agrees to or executes property and any transaction or instrument relating to property shall be deemed to be the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the amount that the person or corporation agrees to or executes property and any transaction or instrument relating to property shall be deemed to be the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is more than the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(5) In such cases, the proceeds of any sale of prospective property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(6) The corporation may, by notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, require the person to provide such information as the corporation may require for the purpose of the administration of the Act and the declaration, by-laws, and rules of the corporation.

(7) Upon the notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, the person shall provide the information to the corporation within 10 days after the receipt of the notice.

(8) Subsection 5.3 (9) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(9) In such cases, the proceeds of any sale of condominium property subject to subsection (5) or such part of them as shall, in the opinion of the corporation, be sufficient to satisfy the claim of the corporation for the information, shall be paid to the corporation.

(10) Subsection 5.3 (11) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(11) In such cases, the proceeds of any sale of prospective property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(12) The corporation may, by notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, require the person to provide such information as the corporation may require for the purpose of the administration of the Act and the declaration, by-laws, and rules of the corporation.

(13) Upon the notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, the person shall provide the information to the corporation within 10 days after the receipt of the notice.

(14) Subsection 5.3 (15) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(15) In such cases, the proceeds of any sale of condominium property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(16) The corporation may set different maximum amounts payable under this section for different classes of condominium units.

Section 5.4 of the Act:

5.4 (1) Subsection 5.4 (2) applies with respect to a condominium corporation if,

1. Any person has a right to purchase or lease a unit or proposed unit in the corporation's condominium from a person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit for the purpose of resale to a person who is not the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit.

2. The person who has the right to purchase or lease the unit or proposed unit is not the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit.

3. The person who has the right to purchase or lease the unit or proposed unit is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code.

(2) The corporation may set a maximum amount payable by a vendor or purchaser or lessee or prospective purchaser or lessee in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the conditions in subsection (1) are met.

(3) The maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code is the amount that is the greater of,

1. $500 or such other amount as may be prescribed by the regulations.

2. 1 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is $50,000 or less.

3. 2 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is more than $50,000 but less than $100,000.

4. 3 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is $100,000 or more.

(4) The amount that any person or corporation agrees to or executes property and any transaction or instrument relating to property shall be deemed to be the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the amount that the person or corporation agrees to or executes property and any transaction or instrument relating to property shall be deemed to be the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is more than the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(5) In such cases, the proceeds of any sale of prospective property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(6) The corporation may, by notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, require the person to provide such information as the corporation may require for the purpose of the administration of the Act and the declaration, by-laws, and rules of the corporation.

(7) Upon the notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, the person shall provide the information to the corporation within 10 days after the receipt of the notice.

(8) Subsection 5.4 (9) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(9) In such cases, the proceeds of any sale of condominium property subject to subsection (5) or such part of them as shall, in the opinion of the corporation, be sufficient to satisfy the claim of the corporation for the information, shall be paid to the corporation.

(10) Subsection 5.4 (11) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(11) In such cases, the proceeds of any sale of prospective property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(12) The corporation may, by notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, require the person to provide such information as the corporation may require for the purpose of the administration of the Act and the declaration, by-laws, and rules of the corporation.

(13) Upon the notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, the person shall provide the information to the corporation within 10 days after the receipt of the notice.

(14) Subsection 5.4 (15) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(15) In such cases, the proceeds of any sale of condominium property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(16) The corporation may set different maximum amounts payable under this section for different classes of condominium units.

Section 5.5 of the Act:

5.5 (1) Subsection 5.5 (2) applies with respect to a condominium corporation if,

1. Any person has a right to purchase or lease a unit or proposed unit in the corporation's condominium from a person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit for the purpose of resale to a person who is not the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit.

2. The person who has the right to purchase or lease the unit or proposed unit is not the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit.

3. The person who has the right to purchase or lease the unit or proposed unit is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code.

(2) The corporation may set a maximum amount payable by a vendor or purchaser or lessee or prospective purchaser or lessee in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the conditions in subsection (1) are met.

(3) The maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code is the amount that is the greater of,

1. $500 or such other amount as may be prescribed by the regulations.

2. 1 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is $50,000 or less.

3. 2 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is more than $50,000 but less than $100,000.

4. 3 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is $100,000 or more.

(4) The amount that any person or corporation agrees to or executes property and any transaction or instrument relating to property shall be deemed to be the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the amount that the person or corporation agrees to or executes property and any transaction or instrument relating to property shall be deemed to be the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is more than the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(5) In such cases, the proceeds of any sale of prospective property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(6) The corporation may, by notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, require the person to provide such information as the corporation may require for the purpose of the administration of the Act and the declaration, by-laws, and rules of the corporation.

(7) Upon the notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, the person shall provide the information to the corporation within 10 days after the receipt of the notice.

(8) Subsection 5.5 (9) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(9) In such cases, the proceeds of any sale of condominium property subject to subsection (5) or such part of them as shall, in the opinion of the corporation, be sufficient to satisfy the claim of the corporation for the information, shall be paid to the corporation.

(10) Subsection 5.5 (11) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(11) In such cases, the proceeds of any sale of prospective property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(12) The corporation may, by notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, require the person to provide such information as the corporation may require for the purpose of the administration of the Act and the declaration, by-laws, and rules of the corporation.

(13) Upon the notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, the person shall provide the information to the corporation within 10 days after the receipt of the notice.

(14) Subsection 5.5 (15) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(15) In such cases, the proceeds of any sale of condominium property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(16) The corporation may set different maximum amounts payable under this section for different classes of condominium units.

Section 5.6 of the Act:

5.6 (1) Subsection 5.6 (2) applies with respect to a condominium corporation if,

1. Any person has a right to purchase or lease a unit or proposed unit in the corporation's condominium from a person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit for the purpose of resale to a person who is not the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit.

2. The person who has the right to purchase or lease the unit or proposed unit is not the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit.

3. The person who has the right to purchase or lease the unit or proposed unit is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code.

(2) The corporation may set a maximum amount payable by a vendor or purchaser or lessee or prospective purchaser or lessee in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the conditions in subsection (1) are met.

(3) The maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code is the amount that is the greater of,

1. $500 or such other amount as may be prescribed by the regulations.

2. 1 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is $50,000 or less.

3. 2 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is more than $50,000 but less than $100,000.

4. 3 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is $100,000 or more.

(4) The amount that any person or corporation agrees to or executes property and any transaction or instrument relating to property shall be deemed to be the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the amount that the person or corporation agrees to or executes property and any transaction or instrument relating to property shall be deemed to be the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is more than the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(5) In such cases, the proceeds of any sale of prospective property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(6) The corporation may, by notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, require the person to provide such information as the corporation may require for the purpose of the administration of the Act and the declaration, by-laws, and rules of the corporation.

(7) Upon the notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, the person shall provide the information to the corporation within 10 days after the receipt of the notice.

(8) Subsection 5.6 (9) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(9) In such cases, the proceeds of any sale of condominium property subject to subsection (5) or such part of them as shall, in the opinion of the corporation, be sufficient to satisfy the claim of the corporation for the information, shall be paid to the corporation.

(10) Subsection 5.6 (11) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(11) In such cases, the proceeds of any sale of prospective property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(12) The corporation may, by notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, require the person to provide such information as the corporation may require for the purpose of the administration of the Act and the declaration, by-laws, and rules of the corporation.

(13) Upon the notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, the person shall provide the information to the corporation within 10 days after the receipt of the notice.

(14) Subsection 5.6 (15) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(15) In such cases, the proceeds of any sale of condominium property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(16) The corporation may set different maximum amounts payable under this section for different classes of condominium units.

Section 5.7 of the Act:

5.7 (1) The corporation may, by notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, require the person to provide such information as the corporation may require for the purpose of the administration of the Act and the declaration, by-laws, and rules of the corporation.

(2) Upon the notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, the person shall provide the information to the corporation within 10 days after the receipt of the notice.

(3) Subsection 5.7 (4) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(4) In such cases, the proceeds of any sale of condominium property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(5) The corporation may set different maximum amounts payable under this section for different classes of condominium units.

Section 5.8 of the Act:

5.8 (1) Subsection 5.8 (2) applies with respect to a condominium corporation if,

1. Any person has a right to purchase or lease a unit or proposed unit in the corporation's condominium from a person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit for the purpose of resale to a person who is not the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit.

2. The person who has the right to purchase or lease the unit or proposed unit is not the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit.

3. The person who has the right to purchase or lease the unit or proposed unit is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code.

(2) The corporation may set a maximum amount payable by a vendor or purchaser or lessee or prospective purchaser or lessee in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the conditions in subsection (1) are met.

(3) The maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code is the amount that is the greater of,

1. $500 or such other amount as may be prescribed by the regulations.

2. 1 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is $50,000 or less.

3. 2 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is more than $50,000 but less than $100,000.

4. 3 percent of the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the maximum amount payable by a person who is not a person who is exempt from the application of section 2 of the Ontario Human Rights Code in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is $100,000 or more.

(4) The amount that any person or corporation agrees to or executes property and any transaction or instrument relating to property shall be deemed to be the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium if the amount that the person or corporation agrees to or executes property and any transaction or instrument relating to property shall be deemed to be the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium is more than the maximum amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(5) In such cases, the proceeds of any sale of prospective property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(6) The corporation may, by notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, require the person to provide such information as the corporation may require for the purpose of the administration of the Act and the declaration, by-laws, and rules of the corporation.

(7) Upon the notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, the person shall provide the information to the corporation within 10 days after the receipt of the notice.

(8) Subsection 5.8 (9) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(9) In such cases, the proceeds of any sale of condominium property subject to subsection (5) or such part of them as shall, in the opinion of the corporation, be sufficient to satisfy the claim of the corporation for the information, shall be paid to the corporation.

(10) Subsection 5.8 (11) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(11) In such cases, the proceeds of any sale of prospective property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(12) The corporation may, by notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, require the person to provide such information as the corporation may require for the purpose of the administration of the Act and the declaration, by-laws, and rules of the corporation.

(13) Upon the notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, the person shall provide the information to the corporation within 10 days after the receipt of the notice.

(14) Subsection 5.8 (15) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(15) In such cases, the proceeds of any sale of condominium property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the corporation to the extent of the amount payable in connection with the sale or lease of a unit or proposed unit in the corporation's condominium.

(16) The corporation may set different maximum amounts payable under this section for different classes of condominium units.

Section 5.9 of the Act:

5.9 (1) The corporation may, by notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, require the person to provide such information as the corporation may require for the purpose of the administration of the Act and the declaration, by-laws, and rules of the corporation.

(2) Upon the notice to the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit, the person shall provide the information to the corporation within 10 days after the receipt of the notice.

(3) Subsection 5.9 (4) applies if the person who is the owner, lessee, or prospective purchaser or lessee of the unit or proposed unit does not provide the information to the corporation within the time specified in the notice.

(4) In such cases, the proceeds of any sale of condominium property, the remaining prescribed property, a lease or tenancy, and other assets of the person or corporation shall be deemed to be property held in trust for the cor

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(b) Notwithstanding the provisions of subsection (a) of this section, a corporation may redeem or acquire its shares for any purpose in any manner permitted by its articles of incorporation if the net assets of the corporation after the redemption or acquisition of shares will be at least sufficient to satisfy the preferential rights upon dissolution of the holders of its shares whose preferential rights are superior or equal to the shares to be redeemed or acquired by the corporation.

(c) Notwithstanding the provisions of subsection (a) of this section, a corporation may redeem or acquire its shares in exchange for or out of the proceeds of a sale of shares of the corporation which are of sufficient tenor, character, and amount to qualify under the laws of this State as a share of any kind or class of shares of the corporation.

(d) Notwithstanding the provisions of subsection (a) of this section, a corporation may purchase its own shares at a price not exceeding the lowest price at which the shares are currently being offered to the public in a bona fide offering of shares of the corporation.

(e) Any shares so reacquired by a corporation shall be deemed authorized but not issued shares of the corporation.

(f) Notwithstanding the provisions of subsection (a) of this section, a corporation may redeem or acquire its shares of any class or series in exchange for or out of the proceeds of a sale of shares of any class or series of the corporation which are of sufficient tenor, character, and amount to qualify under the laws of this State as a share of any class or series of shares of the corporation.

(g) Nothing contained herein is intended to limit the ability of a corporation to make stock dividends and stock splits.

(h) Nothing contained herein is intended to limit the ability of a corporation to make loans and guarantees to employees and officers and directors as set forth in Section 143 of this Title.

(i) Nothing contained herein shall be deemed to prohibit a party contributing to a corporation in exchange for its shares.

(j) Nothing contained herein is intended to limit the ability of a corporation to redeem shares of its own stock.

(k) Nothing contained herein is intended to limit the ability of a corporation to redeem rights issued under any plan or agreement.

(l) Nothing contained herein is intended to limit the ability of a corporation to redeem or acquire its shares in exchange for services rendered.

(m) Nothing contained herein is intended to limit the ability of a corporation to redeem or acquire its shares in exchange for other shares of the corporation.

(n) Nothing contained herein is intended to limit the ability of a corporation to redeem or acquire its shares in exchange for other property.

(o) Nothing contained herein is intended to limit the ability of a corporation to redeem or acquire its shares in exchange for notes.

(p) Nothing contained herein is intended to limit the ability of a corporation to redeem or acquire its shares in exchange for services to be performed.

(q) Nothing contained herein is intended to limit the ability of a corporation to redeem or acquire its shares in exchange for any of the foregoing.

(r) Nothing contained herein is intended to limit the ability of a corporation to redeem or acquire its shares in exchange for any combination of the foregoing.

(s) Nothing contained herein is intended to limit the ability of a corporation to redeem or acquire its shares in exchange for any combination of the foregoing and cash.

(t) Nothing contained herein is intended to limit the ability of a corporation to redeem or acquire its shares in exchange for any combination of the foregoing and other property.

(u) Nothing contained herein is intended to limit the ability of a corporation to redeem or acquire its shares in exchange for any combination of the foregoing and notes.

(v) Nothing contained herein is intended to limit the ability of a corporation to redeem or acquire its shares in exchange for any combination of the foregoing and services to be performed.

(w) Nothing contained herein is intended to limit the ability of a corporation to redeem or acquire its shares in exchange for any combination of the foregoing and other property and services to be performed.

(x) Nothing contained herein is intended to limit the ability of a corporation to redeem or acquire its shares in exchange for any combination of the foregoing and notes and services to be performed.

(y) Nothing contained herein is intended to limit the ability of a corporation to redeem or acquire its shares in exchange for any combination of the foregoing and other property and services to be performed.

(z) Nothing contained herein is intended to limit the ability of a corporation to redeem or acquire its shares in exchange for any combination of the foregoing and other property and services to be performed and notes.

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**(vvvvvv) Nothing contained herein is intended to lim

the election process.

History.—ss. 7, 36, ch. 2004-345; s. 22, ch. 2008-28; s. 8, ch. 2017-188.

718.5014 Ombudsman location.—The ombudsman shall maintain his or her principal office in Leon County on the premises of the division or, if suitable space cannot be provided there, at another place convenient to the offices of the division which will enable the ombudsman to expeditiously carry out the duties and functions of his or her office. The ombudsman may establish branch offices elsewhere in the state upon the concurrence of the Governor.

History.—s. 8, ch. 2004-345.

718.50152 Offices.—

(1) The executive offices of the division shall be established and maintained in Tallahassee.

(2) The division may establish and maintain branch offices.

History.—s. 6, ch. 63-129; s. 5, ch. 67-229; s. 2, ch. 71-98; s. 3, ch. 76-168; ss. 1, 7, ch. 76-262; s. 1, ch. 77-457; ss. 5, 30, 32, ch. 79-347; ss. 2, 3, ch. 81-318; ss. 33, 34, ch. 88-90; s. 4, ch. 91-429; s. 34, ch. 2008-240.

Note.—Former s. 478.061; s. 498.009.

718.50153 Payment of per diem, mileage, and other expenses to division employees.—The amount of per diem and mileage and expense money paid to employees shall be as provided in s. 112.061, except that the division shall establish by rule the standards for reimbursement of actual verified expenses incurred in connection with an onsite review or investigation.

History.—s. 8, ch. 63-129; s. 7, ch. 67-229; s. 2, ch. 71-98; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 6, 30, 32, ch. 79-347; ss. 2, 3, ch. 81-318; ss. 5, 33, 34, ch. 88-90; s. 4, ch. 91-429; s. 1, ch. 93-190; s. 3, ch. 97-192; s. 35, ch. 2008-240.

Note.—Former s. 478.081; s. 498.011.

718.50154 Seal and authentication of records.—The division shall adopt a seal by which it shall authenticate its records. Copies of the records of the division, and certificates purporting to relate the facts contained in those records, when authenticated by the seal, shall be prima facie evidence of the records in all the courts of this state.

History.—s. 9, ch. 63-129; s. 8, ch. 67-229; s. 2, ch. 71-98; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 7, 30, 32, ch. 79-347; ss. 2, 3, ch. 81-318; ss. 6, 33, 34, ch. 88-90; s. 4, ch. 91-429; s. 36, ch. 2008-240.

Note.—Former s. 478.091; s. 498.013.

718.50155 Service of process.—

(1) In addition to the methods of service provided for in the Florida Rules of Civil Procedure and the Florida Statutes, service may be made and shall be binding upon the defendant or respondent if:

(a) The division, which is acting as the petitioner or plaintiff, immediately sends a copy of the process and of the pleading by certified mail to the defendant or respondent at his or her last known address; and

(b) The division files an affidavit of compliance with this section on or before the return date of the process or within the time set by the court.

(2) If any person, including any nonresident of this state, allegedly engages in conduct prohibited by this chapter, or any rule or order of the division, and has not filed a consent to service of process, and personal jurisdiction over him or her cannot otherwise be obtained in this state, the director shall be authorized to receive service of process in any noncriminal proceeding against that person or his or her successor which grows out of the conduct and which is brought by the division under this chapter or any rule or order of the division. The process shall have the same force and validity as if personally served. Notice shall be given as provided in subsection (1).

History.—s. 26, ch. 67-229; s. 2, ch. 71-98; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 26, 30, 32, ch. 79-347; ss. 2, 3, ch. 81-318; ss. 26, 33, 34, ch. 88-90; s. 4, ch. 91-429; s. 581, ch. 97-103; s. 37, ch. 2008-240.

Note.—Former s. 478.29; s. 498.057.

718.502 Filing prior to sale or lease.—

(1)(a) A developer of a residential condominium or mixed-use condominium shall file with the division one copy of each of the documents and items required to be furnished to a buyer or lessee by ss. 718.503 and 718.504, if applicable. Until the developer has so filed, a contract for sale of a unit or lease of a unit for more than 5 years shall be voidable by the purchaser or lessee prior to the closing of his or her purchase or lease of a unit.

(b) A developer may not close on any contract for sale or contract for a lease period of more than 5 years until the developer prepares and files with the division documents complying with the requirements of this chapter and the rules adopted by the division and until the division notifies the developer that the filing is proper and the developer prepares and delivers all documents required by s. 718.503(1)(b) to the prospective buyer.

(c) The division by rule may develop filing, review, and examination requirements and relevant timetables to ensure compliance with the notice and disclosure provisions of this section.

(2)(a) Prior to filing as required by subsection (1), and prior to acquiring an ownership, leasehold, or contractual interest in the land upon which the condominium is to be developed, a developer shall not offer a contract for purchase of a unit or lease of a unit for more than 5 years. However, the developer may accept deposits for reservations upon the approval of a fully executed escrow agreement and reservation agreement form properly filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes. Each filing of a proposed reservation program shall be accompanied by a filing fee of $250. Reservations shall not be taken on a proposed condominium unless the developer has an ownership, leasehold, or contractual interest in the land upon which the condominium is to be developed. The division shall notify the developer within 20 days of receipt of the reservation filing of any deficiencies contained therein. Such notification shall not preclude the determination of reservation filing deficiencies at a later date, nor shall it relieve the developer of any responsibility under the law. The escrow agreement and the reservation agreement form shall include a statement of the right of the prospective purchaser to an immediate unqualified refund of the reservation deposit moneys upon written request to the escrow agent by the prospective purchaser or the developer.

(b) The executed escrow agreement signed by the developer and the escrow agent shall contain the following information:

1. A statement that the escrow agent will grant a prospective purchaser an immediate, unqualified refund of the reservation deposit moneys upon written request either directly to the escrow agent or to the developer.

2. A statement that the escrow agent is responsible for not releasing moneys directly to the developer except as a down payment on the purchase price at the time a contract is signed by the purchaser if provided in the contract.

(c) The reservation agreement form shall include the following:

1. A statement of the obligation of the developer to file condominium documents with the division prior to entering into a binding purchase agreement or binding agreement for a lease of more than 5 years.

2. A statement of the right of the prospective purchaser to receive all condominium documents as required by this chapter.

3. The name and address of the escrow agent.

4. A statement as to whether the developer assures that the purchase price represented in or pursuant to the reservation agreement will be the price in the contract for purchase and sale or that the price represented may be exceeded within a stated amount or percentage or that no assurance is given as to the price in the contract for purchase or sale.

5. A statement that the deposit must be payable to the escrow agent and that the escrow agent must provide a receipt to the prospective purchaser.

(3) Upon filing as required by subsection (1), the developer shall pay to the division a filing fee of $20 for each residential unit to be sold by the developer which is described in the documents filed. If the condominium is to be built or sold in phases, the fee shall be paid prior to offering for sale units in any subsequent phase. Every developer who holds a unit or units for sale in a condominium shall submit to the division any amendments to documents or items on file with the division and deliver to purchasers all amendments prior to closing, but in no event, later than 10 days after the amendment. Upon filing of amendments to documents currently on file with the division, the developer shall pay to the division a filing fee of up to $100 per filing, with the exact fee to be set by division rule.

(4) Any developer who complies with this section is not required to file with any other division or agency of this state for approval to sell the units in the condominium, the information for the condominium for which he or she filed.

(5) In addition to those disclosures described by ss. 718.503 and 718.504, the division is authorized to require such other disclosure as deemed necessary to fully or fairly disclose all aspects of the offering.

History.—s. 1, ch. 76-222; s. 8, ch. 79-314; s. 7, ch. 81-185; s. 17, ch. 84-368; s. 6, ch. 85-60; s. 19, ch. 87-102; s. 18, ch. 91-103; s. 5, ch. 91-426; s. 39, ch. 95-274; s. 868, ch. 97-102; s. 6, ch. 98-195; s. 50, ch. 2008-240.

718.503 Developer disclosure prior to sale; nondeveloper unit owner disclosure prior to sale; voidability.—

(1) DEVELOPER DISCLOSURE.—

(a) *Contents of contracts.*—Any contract for the sale of a residential unit or a lease thereof for an unexpired term of more than 5 years shall:

1. Contain the following legend in conspicuous type: THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

2. Contain the following caveat in conspicuous type on the first page of the contract: ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

3. If the unit has been occupied by someone other than the buyer, contain a statement that the unit has been occupied.

4. If the contract is for the sale or transfer of a unit subject to a lease, include as an exhibit a copy of the executed lease and shall contain within the text in conspicuous type: THE UNIT IS SUBJECT TO A LEASE (OR SUBLEASE).

5. If the contract is for the lease of a unit for a term of 5 years or more, include as an exhibit a copy of the proposed lease.

6. If the contract is for the sale or lease of a unit that is subject to a lien for rent payable under a lease of a recreational facility or other commonly used facility, contain within the text the following statement in conspicuous type: THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS SUBJECT TO A LIEN FOR RENT PAYABLE UNDER A LEASE OF COMMONLY USED FACILITIES. FAILURE TO PAY RENT MAY RESULT IN FORECLOSURE OF THE LIEN.

7. State the name and address of the escrow agent required by s. 718.202 and state that the purchaser may obtain a receipt for his or her deposit from the escrow agent upon request.

8. If the contract is for the sale or transfer of a unit in a condominium in which timeshare estates have been or may be created, contain within the text in conspicuous type: UNITS IN THIS CONDOMINIUM ARE SUBJECT TO TIMESHARE ESTATES. The contract for the sale of a fee interest in a timeshare estate shall also contain, in conspicuous type, the following: FOR THE PURPOSE OF AD VALOREM TAXES OR SPECIAL ASSESSMENTS LEVIED BY TAXING AUTHORITIES AGAINST A FEE INTEREST IN A TIMESHARE ESTATE, THE MANAGING ENTITY IS GENERALLY CONSIDERED THE TAXPAYER UNDER FLORIDA LAW. YOU HAVE THE RIGHT TO CHALLENGE AN ASSESSMENT BY A TAXING AUTHORITY RELATING TO YOUR TIMESHARE ESTATE PURSUANT TO THE PROVISIONS OF CHAPTER 194, FLORIDA STATUTES.

(b) *Copies of documents to be furnished to prospective buyer or lessee.*—Until such time as the developer has furnished the documents listed below to a person who has entered into a contract to purchase a residential unit or lease it for more than 5 years, the contract may be voided by that person, entitling the person to a refund of any deposit together with interest thereon as provided in s. 718.202. The contract may be terminated by written notice from the proposed buyer or lessee delivered to the developer within 15 days after the buyer or lessee receives all of the documents required by this section. The developer may not close for 15 days following the execution of the agreement and delivery of the documents to the buyer as evidenced by a signed receipt for documents unless the buyer is informed in the 15-day voidability period and agrees to close prior to the expiration of the 15 days. The developer shall retain in his or her records a separate agreement signed by the buyer as proof of the buyer's agreement to close prior to the expiration of said voidability period. Said proof shall be retained for a period of 5 years after the date of the closing of the transaction. The documents to be delivered to the prospective buyer are the prospectus or disclosure statement with all exhibits, if the development is subject to the provisions of s. 718.504, or, if not, then copies of the following which are applicable:

1. The question and answer sheet described in s. 718.504, and declaration of condominium, or the proposed declaration if the declaration has not been recorded, which shall include the certificate of a surveyor approximately representing the locations required by s. 718.104.

2. The documents creating the association.

3. The bylaws.

4. The ground lease or other underlying lease of the condominium.

5. The management contract, maintenance contract, and other contracts for management of the association and operation of the condominium and facilities used by the unit owners having a service term in excess of 1 year, and any management contracts that are renewable.

6. The estimated operating budget for the condominium and a schedule of expenses for each type of unit, including fees assessed pursuant to s. 718.113(1) for the maintenance of limited common elements where such costs are shared only by those entitled to use the limited common elements.

7. The lease of recreational and other facilities that will be used only by unit owners of the subject condominium.

8. The lease of recreational and other common facilities that will be used by unit owners in common with unit owners of other condominiums.

9. The form of unit lease if the offer is of a leasehold.

10. Any declaration of servitude of properties serving the condominium but not owned by unit owners or leased to them or the association.

11. If the development is to be built in phases or if the association is to manage more than one condominium, a description of the plan of phase development or the arrangements for the association to manage two or more condominiums.

12. If the condominium is a conversion of existing improvements, the statements and disclosure required by s. 718.616.

13. The form of agreement for sale or lease of units.

14. A copy of the floor plan of the unit and the plot plan showing the location of the residential buildings and the recreation and other common areas.

15. A copy of all covenants and restrictions which will affect the use of the property and which are not contained in the foregoing.

16. If the developer is required by state or local authorities to obtain acceptance or approval of any dock or marina facilities intended to serve the condominium, a copy of any such acceptance or approval acquired by the time of filing with the division under s. 718.502(1), or a statement that such acceptance or approval has not been acquired or received.

17. Evidence demonstrating that the developer has an ownership, leasehold, or contractual interest in the land upon which the condominium is to be developed.

(c) *Subsequent estimates; when provided.*—If the closing on a contract occurs more than 12 months after the filing of the offering circular with the division, the developer shall provide a copy of the current estimated operating budget of the association to the buyer at closing, which shall not be considered an amendment that modifies the offering provided any changes to the association's budget from the budget given to the buyer at the time of contract signing were the result of matters beyond the developer's control. Changes in budgets of any master association, recreation association, or club and similar budgets for entities other than the association shall likewise not be considered amendments that modify the offering. It is the intent of this paragraph to clarify existing law.

(2) NONDEVELOPER DISCLOSURE.—

(a) Each unit owner who is not a developer as defined by this chapter shall comply with the provisions of this subsection prior to the sale of his or her unit. Each prospective purchaser who has entered into a contract for the purchase of a condominium unit is entitled, at the seller's expense, to a current copy of the declaration of condominium, articles of incorporation of the association, bylaws and rules of the association, financial information required by s. 718.111, and the document entitled "Frequently Asked Questions and Answers" required by s. 718.504. On and after January 1, 2009, the prospective purchaser shall also be entitled to receive from the seller a copy of a governance form. Such form shall be provided by the division summarizing governance of condominium associations. In addition to such other information as the division considers helpful to a prospective purchaser in understanding association governance, the governance form shall address the following subjects:

1. The role of the board in conducting the day-to-day affairs of the association on behalf of, and in the best interests of, the owners.

2. The board's responsibility to provide advance notice of board and membership meetings.

3. The rights of owners to attend and speak at board and membership meetings.

4. The responsibility of the board and of owners with respect to maintenance of the condominium property.

5. The responsibility of the board and owners to abide by the condominium documents, this chapter, rules adopted by the division, and reasonable rules adopted by the board.

6. Owners' rights to inspect and copy association records and the limitations on such rights.

7. Remedies available to owners with respect to actions by the board which may be abusive or beyond the board's power and authority.

8. The right of the board to hire a property management firm, subject to its own primary responsibility for such management.

9. The responsibility of owners with regard to payment of regular or special assessments necessary for the operation of the property and the potential consequences of failure to pay such assessments.

10. The voting rights of owners.

11. Rights and obligations of the board in enforcement of rules in the condominium documents and rules adopted by the board.

The governance form shall also include the following statement in conspicuous type: "This publication is intended as an informal educational overview of condominium governance. In the event of a conflict, the provisions of chapter 718, Florida Statutes, rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation, the provisions of the condominium documents, and reasonable rules adopted by the condominium association's board of administration prevail over the contents of this publication."

(b) If a person licensed under part I of chapter 475 provides to or otherwise obtains for a prospective purchaser the documents described in this subsection, the person is not liable for any error or inaccuracy contained in the documents.

(c) Each contract entered into after July 1, 1992, for the resale of a residential unit shall contain in conspicuous type either:

1. A clause which states: THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT; or

2. A clause which states: THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

A contract that does not conform to the requirements of this paragraph is voidable at the option of the purchaser prior to closing.

(3) OTHER DISCLOSURE.—

(a) If residential condominium parcels are offered for sale or lease prior to completion of construction of the units and of improvements to the common elements, or prior to completion of remodeling of previously occupied buildings, the developer shall make available to each prospective purchaser or lessee, for his or her inspection at a place convenient to the site, a copy of the complete plans and specifications for the construction or remodeling of the unit offered to him or her and of the improvements to the common elements appurtenant to the unit.

(b) Sales brochures, if any, shall be provided to each purchaser, and the following caveat in conspicuous type shall be placed on the inside front cover or on the first page containing text material of the sales brochure, or otherwise conspicuously displayed: ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, MAKE REFERENCE TO THIS BROCHURE AND TO THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE. If timeshare estates have been or may be created with respect to any unit in the condominium, the sales brochure shall contain the following statement in conspicuous type: UNITS IN THIS CONDOMINIUM ARE SUBJECT TO TIMESHARE ESTATES.

History.—s. 1, ch. 76-222; s. 1, ch. 77-174; s. 8, ch. 78-328; s. 16, ch. 79-314; s. 4, ch. 80-3; s. 2, ch. 82-199; s. 59, ch. 82-226; s. 18, ch. 84-368; s. 19, ch. 91-103; s. 5, ch. 91-426; s. 14, ch. 92-49; s. 869, ch. 97-102; s. 7, ch. 98-195; s. 5, ch. 98-322; s. 14, ch. 2002-27; s. 10, ch. 2004-345; s. 6, ch. 2004-353; s. 7, ch. 2007-80; s. 24, ch. 2008-28; s. 91, ch. 2009-21.

718.504 Prospectus or offering circular.—Every developer of a residential condominium which contains more than 20 residential units, or which is part of a group of residential condominiums which will be served by property to be used in common by unit owners of more than 20 residential units, shall prepare a prospectus or offering circular and file it with the Division of Florida Condominiums, Timeshares, and Mobile Homes prior to entering into an enforceable contract of purchase and sale of any unit or lease of a unit for more than 5 years and shall furnish a copy of the prospectus or offering circular to each buyer. In addition to the prospectus or offering circular, each buyer shall be furnished a separate page entitled "Frequently Asked Questions and Answers," which shall be in accordance with a format approved by the division and a copy of the financial information required by s. 718.111. This page shall, in readable language, inform prospective purchasers regarding their voting rights and unit use restrictions, including restrictions on the leasing of a unit; shall indicate whether and in what amount the unit owners or the association is obligated to pay rent or land use fees for recreational or other commonly used facilities; shall contain a statement identifying that amount of assessment which, pursuant to the budget, would be levied upon each unit type, exclusive of any special assessments, and which shall further identify the basis upon which assessments are levied, whether monthly, quarterly, or otherwise; shall state and identify any court cases in which the association is currently a party of record in which the association may face liability in excess of $100,000; and which shall further state whether membership in a recreational facilities association is mandatory, and if so, shall identify the fees currently charged per unit type. The division shall by rule require such other disclosure as in its judgment will assist prospective purchasers. The prospectus or offering circular may include more than one condominium, although not all such units are being offered for sale as of the date of the prospectus or offering circular. The prospectus or offering circular must contain the following information:

(1) The front cover or the first page must contain only:

(a) The name of the condominium.

(b) The following statements in conspicuous type:

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

(2) Summary: The next page must contain all statements required to be in conspicuous type in the prospectus or offering circular.

(3) A separate index of the contents and exhibits of the prospectus.

(4) Beginning on the first page of the text (not including the summary and index), a description of the condominium, including, but not limited to, the following information:

(a) Its name and location.

(b) A description of the condominium property, including, without limitation:

1. The number of buildings, the number of units in each building, the number of bathrooms and bedrooms in each unit, and the total number of units, if the condominium is not a phase condominium, or the maximum number of buildings that may be contained within the condominium, the minimum and maximum numbers of units in each building, the minimum and maximum numbers of bathrooms and bedrooms that may be contained in each unit, and the maximum number of units that may be contained within the condominium, if the condominium is a phase condominium.

2. The page in the condominium documents where a copy of the plot plan and survey of the condominium is located.

3. The estimated latest date of completion of constructing, finishing, and equipping. In lieu of a date, the description shall include a statement that the estimated date of completion of the condominium is in the purchase agreement and a reference to the article or paragraph containing that information.

(c) The maximum number of units that will use facilities in common with the condominium. If the maximum number of units will vary, a description of the basis for variation and the minimum amount of dollars per unit to be spent for additional recreational facilities or enlargement of such facilities. If the addition or enlargement of facilities will result in a material increase of a unit owner's maintenance expense or rental expense, if any, the maximum increase and limitations thereon shall be stated.

(5)(a) A statement in conspicuous type describing whether the condominium is created and being sold as fee simple interests or as leasehold interests. If the condominium is created or being sold on a leasehold, the location of the lease in the disclosure materials shall be stated.

(b) If timeshare estates are or may be created with respect to any unit in the condominium, a statement in conspicuous type stating that timeshare estates are created and being sold in units in the condominium.

(6) A description of the recreational and other commonly used facilities that will be used only by unit owners of the condominium, including, but not limited to, the following:

(a) Each room and its intended purposes, location, approximate floor area, and capacity in numbers of people.

(b) Each swimming pool, as to its general location, approximate size and depths, approximate deck size and capacity, and whether heated.

(c) Additional facilities, as to the number of each facility, its approximate location, approximate size, and approximate capacity.

(d) A general description of the items of personal property and the approximate number of each item of personal property that the developer is committing to furnish for each room or other facility or, in the alternative, a representation as to the minimum amount of expenditure that will be made to purchase the personal property for the facility.

(e) The estimated date when each room or other facility will be available for use by the unit owners.

(f)1. An identification of each room or other facility to be used by unit owners that will not be owned by the unit owners or the association;

2. A reference to the location in the disclosure materials of the lease or other agreements providing for the use of those facilities; and

3. A description of the terms of the lease or other agreements, including the length of the term; the rent payable, directly or indirectly, by each unit owner, and the total rent payable to the lessor, stated in monthly and annual amounts for the entire term of the lease; and a description of any option to purchase the property leased under any such lease, including the time the option may be exercised, the purchase price or how it is to be determined, the manner of payment, and whether the option may be exercised for a unit owner's share or only as to the entire leased property.

(g) A statement as to whether the developer may provide additional facilities not described above; their general locations and types; improvements or changes that may be made; the approximate dollar amount to be expended; and the maximum additional common expense or cost to the individual unit owners that may be charged during the first annual period of operation of the modified or added facilities.

Descriptions as to locations, areas, capacities, numbers, volumes, or sizes may be stated as approximations or minimums.

(7) A description of the recreational and other facilities that will be used in common with other condominiums, community associations, or planned developments which require the payment of the maintenance and expenses of such facilities, directly or indirectly, by the unit owners. The description shall include, but not be limited to, the following:

(a) Each building and facility committed to be built.

(b) Facilities not committed to be built except under certain conditions, and a statement of those conditions or contingencies.

(c) As to each facility committed to be built, or which will be committed to be built upon the happening of one of the conditions in paragraph (b), a statement of whether it will be owned by the unit owners having the use thereof or by an association or other entity which will be controlled by them, or others, and the location in the exhibits of the lease or other document providing for use of those facilities.

(d) The year in which each facility will be available for use by the unit owners or, in the alternative, the maximum number of unit owners in the project at the time each of all of the facilities is committed to be completed.

(e) A general description of the items of personal property, and the approximate number of each item of personal property, that the developer is committing to furnish for each room or other facility or, in the alternative, a representation as to the minimum amount of expenditure that will be made to purchase the personal property for the facility.

(f) If there are leases, a description thereof, including the length of the term, the rent payable, and a description of any option to purchase.

Descriptions shall include location, areas, capacities, numbers, volumes, or sizes and may be stated as approximations or minimums.

(8) Recreation lease or associated club membership:

(a) If any recreational facilities or other facilities offered by the developer and available to, or to be used by, unit owners are to be leased or have club membership associated, the following statement in conspicuous type shall be included: THERE IS A RECREATIONAL FACILITIES LEASE ASSOCIATED WITH THIS CONDOMINIUM; or, THERE IS A CLUB MEMBERSHIP ASSOCIATED WITH THIS CONDOMINIUM. There shall be a reference to the location in the disclosure materials where the recreation lease or club membership is described in detail.

(b) If it is mandatory that unit owners pay a fee, rent, dues, or other charges under a recreational facilities lease or club membership for the use of facilities, there shall be in conspicuous type the applicable statement:

1. MEMBERSHIP IN THE RECREATIONAL FACILITIES CLUB IS MANDATORY FOR UNIT OWNERS; or

2. UNIT OWNERS ARE REQUIRED, AS A CONDITION OF OWNERSHIP, TO BE LESSEES UNDER THE RECREATIONAL FACILITIES LEASE; or

3. UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT, RENT, AND FEES UNDER THE RECREATIONAL FACILITIES LEASE (OR THE OTHER INSTRUMENTS PROVIDING THE FACILITIES); or

4. A similar statement of the nature of the organization or the manner in which the use rights are created, and that unit owners are required to pay.

Immediately following the applicable statement, the location in the disclosure materials where the development is described in detail shall be stated.

(c) If the developer, or any other person other than the unit owners and other persons having use rights in the facilities, reserves, or is entitled to receive, any rent, fee, or other payment for the use of the facilities, then there shall be the following statement in conspicuous type: THE UNIT OWNERS OR THE ASSOCIATION(S) MUST PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES. Immediately following this statement, the location in the disclosure materials where the rent or land use fees are described in detail shall be stated.

(d) If, in any recreation format, whether leasehold, club, or other, any person other than the association has the right to a lien on the units to secure the payment of assessments, rent, or other exactions, there shall appear a statement in conspicuous type in substantially the following form:

1. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF RENT AND OTHER EXACTIONS UNDER THE RECREATION LEASE. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN; or

2. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

Immediately following the applicable statement, the location in the disclosure materials where the lien or lien right is described in detail shall be stated.

(9) If the developer or any other person has the right to increase or add to the recreational facilities at any time after the establishment of the condominium whose unit owners have use rights therein, without the consent of the unit owners or associations being required, there shall appear a statement in conspicuous type in substantially the following form: RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION(S). Immediately following this statement, the location in the disclosure materials where such reserved rights are described shall be stated.

(10) A statement of whether the developer's plan includes a program of leasing units rather than selling them, or leasing units and selling them subject to such leases. If so, there shall be a description of the plan, including the number and identification of the units and the provisions and term of the proposed leases, and a statement in boldfaced type that: THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

(11) The arrangements for management of the association and maintenance and operation of the condominium property and of other property that will serve the unit owners of the condominium property, and a description of the management contract and all other contracts for these purposes having a term in excess of 1 year, including the following:

(a) The names of contracting parties.

(b) The term of the contract.

(c) The nature of the services included.

(d) The compensation, stated on a monthly and annual basis, and provisions for increases in the compensation.

(e) A reference to the volumes and pages of the condominium documents and of the exhibits containing copies of such contracts.

Copies of all described contracts shall be attached as exhibits. If there is a contract for the management of the condominium property, then a statement in conspicuous type in substantially the following form shall appear, identifying the proposed or existing contract manager: THERE IS (IS TO BE) A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH (NAME OF THE CONTRACT MANAGER). Immediately following this statement, the location in the disclosure materials of the contract for management of the condominium property shall be stated.

(12) If the developer or any other person or persons other than the unit owners has the right to retain control of the board of administration of the association for a period of time which can exceed 1 year after the closing of the sale of a majority of the units in that condominium to persons other than successors or alternate developers, then a statement in conspicuous type in substantially the following form shall be included: THE DEVELOPER (OR OTHER PERSON) HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. Immediately following this statement, the location in the disclosure materials where this right to control is described in detail shall be stated.

(13) If there are any restrictions upon the sale, transfer, conveyance, or leasing of a unit, then a statement in conspicuous type in substantially the following form shall be included: THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. Immediately following this statement, the location in the disclosure materials where the restriction, limitation, or control on the sale, lease, or transfer of units is described in detail shall be stated.

(14) If the condominium is part of a phase project, the following information shall be stated:

(a) A statement in conspicuous type in substantially the following form: THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM. Immediately following this statement, the location in the disclosure materials where the phasing is described shall be stated.

(b) A summary of the provisions of the declaration which provide for the phasing.

(c) A statement as to whether or not residential buildings and units which are added to the condominium may be substantially different from the residential buildings and units originally in the condominium. If the added residential buildings and units may be substantially different, there shall be a general description of the extent to which such added residential buildings and units may differ, and a statement in conspicuous type in substantially the following form shall be included: BUILDINGS AND UNITS WHICH ARE ADDED TO THE CONDOMINIUM MAY BE SUBSTANTIALLY DIFFERENT FROM THE OTHER BUILDINGS AND UNITS IN THE CONDOMINIUM. Immediately following this statement, the location in the disclosure materials where the extent to which added residential buildings and units may substantially differ is described shall be stated.

(d) A statement of the maximum number of buildings containing units, the maximum and minimum numbers of units in each building, the maximum number of units, and the minimum and maximum square footage of the units that may be contained within each parcel of land which may be added to the condominium.

(15) If a condominium created on or after July 1, 2000, is or may become part of a multicondominium, the following information must be provided:

(a) A statement in conspicuous type in substantially the following form: THIS CONDOMINIUM IS (MAY BE) PART OF A MULTICONDOMINIUM DEVELOPMENT IN WHICH OTHER CONDOMINIUMS WILL (MAY) BE OPERATED BY THE SAME ASSOCIATION. Immediately following this statement, the location in the prospectus or offering circular and its exhibits where the multicondominium aspects of the offering are described must be stated.

(b) A summary of the provisions in the declaration, articles of incorporation, and bylaws which establish and provide for the operation of the multicondominium, including a statement as to whether unit owners in the condominium will have the right to use recreational or other facilities located or planned to be located in other condominiums operated by the same association, and the manner of sharing the common expenses related to such facilities.

(c) A statement of the minimum and maximum number of condominiums, and the minimum and maximum number of units in each of those condominiums, which will or may be operated by the association, and the latest date by which the exact number will be finally determined.

(d) A statement as to whether any of the condominiums in the multicondominium may include units intended to be used for nonresidential purposes and the purpose or purposes permitted for such use.

(e) A general description of the location and approximate acreage of any land on which any additional condominiums to be operated by the association may be located.

(16) If the condominium is created by conversion of existing improvements, the following information shall be stated:

(a) The information required by s. 718.616.

(b) A caveat that there are no express warranties unless they are stated in writing by the developer.

(17) A summary of the restrictions, if any, to be imposed on units concerning the use of any of the condominium property, including statements as to whether there are restrictions upon children and pets, and reference to the volumes and pages of the condominium documents where such restrictions are found, or if such restrictions are contained elsewhere, then a copy of the documents containing the restrictions shall be attached as an exhibit.

(18) If there is any land that is offered by the developer for use by the unit owners and that is neither owned by them nor leased to them, the association, or any entity controlled by unit owners and other persons having the use rights to such land, a statement shall be made as to how such land will serve the condominium. If any part of such land will serve the condominium, the statement shall describe the land and the nature and term of service, and the declaration or other instrument creating such servitude shall be included as an exhibit.

(19) The manner in which utility and other services, including, but not limited to, sewage and waste disposal, water supply, and storm drainage, will be provided and the person or entity furnishing them.

(20) An explanation of the manner in which the apportionment of common expenses and ownership of the common elements has been determined.

(21) An estimated operating budget for the condominium and the association, and a schedule of the unit owner's expenses shall be attached as an exhibit and shall contain the following information:

(a) The estimated monthly and annual expenses of the condominium and the association that are collected from unit owners by assessments.

(b) The estimated monthly and annual expenses of each unit owner for a unit, other than common expenses paid by all unit owners, payable by the unit owner to persons or entities other than the association, as well as to the association, including fees assessed pursuant to s. 718.113(1) for maintenance of limited common elements where such costs are shared only by those entitled to use the limited common element, and the total estimated monthly and annual expense. There may be excluded from this estimate expenses which are not provided for or contemplated by the condominium documents, including, but not limited to, the costs of private telephone; maintenance of the interior of condominium units, which is not the obligation of the association; maid or janitorial services privately contracted for by the unit owners; utility bills billed directly to each unit owner for utility services to his or her unit; insurance premiums other than those incurred for policies obtained by the condominium; and similar personal expenses of the unit owner. A unit owner's estimated payments for assessments shall also be stated in the estimated amounts for the times when they will be due.

(c) The estimated items of expenses of the condominium and the association, except as excluded under paragraph (b), including, but not limited to, the following items, which shall be stated as an association expense collectible by assessments or as unit owners' expenses payable to persons other than the association:

1. Expenses for the association and condominium:

a. Administration of the association.

b. Management fees.

c. Maintenance.

d. Rent for recreational and other commonly used facilities.

e. Taxes upon association property.

f. Taxes upon leased areas.

g. Insurance.

h. Security provisions.

i. Other expenses.

j. Operating capital.

k. Reserves.

l. Fees payable to the division.

2. Expenses for a unit owner:

a. Rent for the unit, if subject to a lease.

b. Rent payable by the unit owner directly to the lessor or agent under any recreational lease or lease for the use of commonly used facilities, which use and payment is a mandatory condition of ownership and is not included in the common expense or assessments for common maintenance paid by the unit owners to the association.

(d) The following statement in conspicuous type: THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

(e) Each budget for an association prepared by a developer consistent with this subsection shall be prepared in good faith and shall reflect accurate estimated amounts for the required items in paragraph (c) at the time of the filing of the offering circular with the division, and subsequent increased amounts of any item included in the association's estimated budget that are beyond the control of the developer shall not be considered an amendment that would give rise to rescission rights set forth in s. 718.503(1)(a) or (b), nor shall such increases modify, void, or otherwise affect any guarantee of the developer contained in the offering circular or any purchase contract. It is the intent of this paragraph to clarify existing law.

(f) The estimated amounts shall be stated for a period of at least 12 months and may distinguish between the period prior to the time unit owners other than the developer elect a majority of the board of administration and the period after that date.

(22) A schedule of estimated closing expenses to be paid by a buyer or lessee of a unit and a statement of whether title opinion or title insurance policy is available to the buyer and, if so, at whose expense.

(23) The identity of the developer and the chief operating officer or principal directing the creation and sale of the condominium and a statement of its and his or her experience in this field.

(24) Copies of the following, to the extent they are applicable, shall be included as exhibits:

(a) The declaration of condominium, or the proposed declaration if the declaration has not been recorded.

(b) The articles of incorporation creating the association.

(c) The bylaws of the association.

(d) The ground lease or other underlying lease of the condominium.

(e) The management agreement and all maintenance and other contracts for management of the association and operation of the condominium and facilities used by the unit owners having a service term in excess of 1 year.

(f) The estimated operating budget for the condominium and the required schedule of unit owners' expenses.

(g) A copy of the floor plan of the unit and the plot plan showing the location of the residential buildings and the recreation and other common areas.

(h) The lease of recreational and other facilities that will be used only by unit owners of the subject condominium.

(i) The lease of facilities used by owners and others.

(j) The form of unit lease, if the offer is of a leasehold.

(k) A declaration of servitude of properties serving the condominium but not owned by unit owners or leased to them or the association.

(l) The statement of condition of the existing building or buildings, if the offering is of units in an operation being converted to condominium ownership.

(m) The statement of inspection for termite damage and treatment of the existing improvements, if the condominium is a conversion.

(n) The form of agreement for sale or lease of units.

(o) A copy of the agreement for escrow of payments made to the developer prior to closing.

(p) A copy of the documents containing any restrictions on use of the property required by subsection (17).

(25) Any prospectus or offering circular complying, prior to the effective date of this act, with the provisions of former ss. 711.69 and 711.802 may continue to be used without amendment or may be amended to comply with this chapter.

(26) A brief narrative description of the location and effect of all existing and intended easements located or to be located on the condominium property other than those described in the declaration.

(27) If the developer is required by state or local authorities to obtain acceptance or approval of any dock or marina facilities intended to serve the condominium, a copy of any such acceptance or approval acquired by the time of filing with the division under s. 718.502(1) or a statement that such acceptance or approval has not been acquired or received.

(28) Evidence demonstrating that the developer has an ownership, leasehold, or contractual interest in the land upon which the condominium is to be developed.

History.—s. 1, ch. 76-222; s. 1, ch. 77-174; s. 9, ch. 78-328; s. 17, ch. 79-314; s. 5, ch. 80-3; s. 19, ch. 84-368; s. 7, ch. 85-60; s. 19, ch. 90-151; s. 20, ch. 91-103; s. 5, ch. 91-426; s. 15, ch. 92-49; s. 870, ch. 97-102; s. 6, ch. 98-322; s. 61, ch. 2000-302; s. 22, ch. 2001-64; s. 15, ch. 2002-27; s. 8, ch. 2007-80; s. 51, ch. 2008-240.

718.505 Good faith effort to comply.—If a developer, in good faith, has attempted to comply with the requirements of this part, and if, in fact, he or she has substantially complied with the disclosure requirements of this chapter, nonmaterial errors or omissions in the disclosure materials shall not be actionable.

History.—s. 1, ch. 76-222; s. 871, ch. 97-102.

718.506 Publication of false and misleading information.—

(1) Any person who, in reasonable reliance upon any material statement or information that is false or misleading and published by or under authority from the developer in advertising and promotional materials, including, but not limited to, a prospectus, the items required as exhibits to a prospectus, brochures, and newspaper advertising, pays anything of value toward the purchase of a condominium parcel located in this state shall have a cause of action to rescind the contract or collect damages from the developer for his or her loss prior to the closing of the transaction. After the closing of the transaction, the purchaser shall have a cause of action against the developer for damages under this section from the time of closing until 1 year after the date upon which the last of the events described in paragraphs (a) through (d) shall occur:

(a) The closing of the transaction;

(b) The first issuance by the applicable governmental authority of a certificate of occupancy or other evidence of sufficient completion of construction of the building containing the unit to allow lawful occupancy of the unit. In counties or municipalities in which certificates of occupancy or other evidences of completion sufficient to allow lawful occupancy are not customarily issued, for the purpose of this section, evidence of lawful occupancy shall be deemed to be given or issued upon the date that such lawful occupancy of the unit may first be allowed under prevailing applicable laws, ordinances, or statutes;

(c) The completion by the developer of the common elements and such recreational facilities, whether or not the same are common elements, which the developer is obligated to complete or provide under the terms of the written contract or written agreement for purchase or lease of the unit; or

(d) In the event there shall not be a written contract or agreement for sale or lease of the unit, then the completion by the developer of the common elements and such recreational facilities, whether or not the same are common elements, which the developer would be obligated to complete under any rule of law applicable to the developer's obligation.

Under no circumstances shall a cause of action created or recognized under this section survive for a period of more than 5 years after the closing of the transaction.

(2) In any action for relief under this section or under s. 718.503, the prevailing party shall be entitled to recover reasonable attorney's fees.

History.—s. 1, ch. 76-222; s. 872, ch. 97-102.

718.507 Zoning and building laws, ordinances, and regulations.—All laws, ordinances, and regulations concerning buildings or zoning shall be construed and applied with reference to the nature and use of such property, without regard to the form of ownership. No law, ordinance, or regulation shall establish any requirement concerning the use, location, placement, or construction of buildings or other improvements which are, or may thereafter be, subjected to the condominium form of ownership, unless such requirement shall be equally applicable to all buildings and improvements of the same kind not then, or thereafter to be, subjected to the condominium form of ownership. This section does not apply if the owner in fee of any land enters into and records a covenant that existing improvements or improvements to be constructed shall not be converted to the condominium form of residential ownership prior to 5 years after the later of the date of the covenant or completion date of the improvements. Such covenant shall be entered into with the governing body of the municipality in which the land is located or, if the land is not located in a municipality, with the governing body of the county in which the land is located.

History.—s. 1, ch. 76-222; s. 6, ch. 80-3.

718.508 Regulation by Division of Hotels and Restaurants.—In addition to the authority, regulation, or control exercised by the Division of Florida Condominiums, Timeshares, and Mobile Homes pursuant to this act with respect to condominiums, buildings included in a condominium property are subject to the authority, regulation, or control of the Division of Hotels and Restaurants of the Department of Business and Professional Regulation, to the extent provided in chapter 399.

History.—s. 1, ch. 76-222; s. 8, ch. 85-60; s. 235, ch. 94-218; s. 52, ch. 2008-240.

718.509 Division of Florida Condominiums, Timeshares, and Mobile Homes Trust Fund.—

(1) There is created within the State Treasury the Division of Florida Condominiums, Timeshares, and Mobile Homes Trust Fund to be used for the administration and operation of this chapter and chapters 718, 719, 721, and 723 by the division.

(2) All moneys collected by the division from fees, fines, or penalties or from costs awarded to the division by a court or administrative final order shall be paid into the Division of Florida Condominiums, Timeshares, and Mobile Homes Trust Fund. The Legislature shall appropriate funds from this trust fund sufficient to carry out the provisions of this chapter and the provisions of law with respect to each category of business covered by the trust fund. The division shall maintain separate revenue accounts in the trust fund for each of the businesses regulated by the division. The division shall provide for the proportionate allocation among the accounts of expenses incurred by the division in the performance of its duties with respect to each of these businesses. As part of its normal budgetary process, the division shall prepare an annual report of revenue and allocated expenses related to the operation of each of these businesses which may be used to determine fees charged by the division. This subsection shall operate pursuant to the provisions of s. 215.20.

History.—ss. 10, 32, ch. 79-347; ss. 2, 5, 7, ch. 81-172; ss. 2, 3, ch. 81-318; s. 3, ch. 83-265; ss. 20, 21, ch. 83-339; ss. 16, 20, ch. 87-102; ss. 8, 33, 34, ch. 88-90; s. 83, ch. 90-132; s. 4, ch. 91-429; s. 53, ch. 2008-240.

Note.—Former s. 498.019.

PART VI
CONVERSIONS TO CONDOMINIUM

718.604 Short title.
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718.604 Short title.—This part shall be known and may be cited as the "Roth Act" in memory of Mr. James S. Roth, Director, Division of Florida Land Sales and Condominiums, 1979-1980.

History.—s. 1, ch. 80-3.

718.606 Conversion of existing improvements to condominium; rental agreements.—When existing improvements are converted to ownership as a residential condominium:

(1)(a) Each residential tenant who has resided in the existing improvements for at least the 180 days preceding the date of the written notice of intended conversion shall have the right to extend an expiring rental agreement upon the same terms for a period that will expire no later than 270 days after the date of the notice. If the rental agreement expires more than 270 days after the date of the notice, the tenant may not unilaterally extend the rental agreement.

(b) Each other residential tenant shall have the right to extend an expiring rental agreement upon the same terms for a period that will expire no later than 180 days after the date of the written notice of intended conversion. If the rental agreement expires more than 180 days after the date of the notice, the tenant may not unilaterally extend the rental agreement.

(2)(a) In order to extend the rental agreement as provided in subsection (1), a tenant shall, within 45 days after the date of the written notice of intended conversion, give written notice to the developer of the intention to extend the rental agreement.

(b) If the rental agreement will expire within 45 days following the date of the notice, the tenant may remain in occupancy for the 45-day decision period upon the same terms by giving the developer written notice and paying rent on a pro rata basis from the expiration date of the rental agreement to the end of the 45-day period.

(c) The tenant may extend the rental agreement for the full extension period or a part of the period.

(3) After the date of a notice of intended conversion, a tenant may terminate any rental agreement, or any extension period having an unexpired term of 180 days or less, upon 30 days' written notice to the developer. However, unless the rental agreement was entered into, extended, or renewed after the effective date of this part, the tenant may not unilaterally terminate the rental agreement but may unilaterally terminate any extension period having an unexpired term of 180 days or less upon 30 days' written notice.

(4) A developer may elect to provide tenants who have been continuous residents of the existing improvements for at least 180 days preceding the date of the written notice of intended conversion and whose rental agreements expire within 180 days of the date of the written notice of intended conversion the option of receiving in cash a tenant relocation payment at least equal to 1 month's rent in consideration for extending the rental agreement for not more than 180 days, rather than extending the rental agreement for up to 270 days.

(5) A rental agreement may provide for termination by the developer upon 60 days' written notice if the rental agreement is entered into subsequent to the delivery of the written notice of intended conversion to all tenants and conspicuously states that the existing improvements are to be converted. No other provision in a rental agreement shall be enforceable to the extent that it purports to reduce the extension period provided by this section or otherwise would permit a developer to terminate a rental agreement in the event of a conversion. This subsection applies to rental agreements entered into, extended, or renewed after the effective date of this part; the termination provisions of all other rental agreements are governed by the provisions of s. 718.402(3), Florida Statutes 1979.

(6) Any provision of this section or of the rental agreement or other contract or agreement to the contrary notwithstanding, whenever a county, including a charter county, determines that there exists within the county a vacancy rate in rental housing of 3 percent or less, the county may adopt an ordinance or other measure extending the 270-day extension period described in paragraph (1)(a) and the 180-day extension described in paragraph (1)(b) for an additional 90 days, if:

(a) Such measure was duly adopted, after notice and public hearing, in accordance with all applicable provisions of the charter governing the county and any other applicable laws; and

(b) The governing body has made and recited in such measure its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.

A county ordinance or other measure adopting an additional 90-day extension under the provisions of this section is controlling throughout the entire county, including a charter county, where adopted, including all municipalities, unless a municipality votes not to have it apply within its boundaries.

History.—s. 1, ch. 80-3; s. 20, ch. 84-368.

718.608 Notice of intended conversion; time of delivery; content.—

(1) Prior to or simultaneous with the first offering of individual units to any person, each developer shall deliver a notice of intended conversion to all tenants of the existing improvements being converted to residential condominium. All such notices shall be given within a 72-hour period.

(2)(a) Each notice of intended conversion shall be dated and in writing. The notice shall contain the following statement, with the phrases of the following statement which appear in upper case printed in conspicuous type:

These apartments are being converted to condominium by (name of developer), the developer.

1. YOU MAY REMAIN AS A RESIDENT UNTIL THE EXPIRATION OF YOUR RENTAL AGREEMENT. FURTHER, YOU MAY EXTEND YOUR RENTAL AGREEMENT AS FOLLOWS:

a. If you have continuously been a resident of these apartments during the last 180 days and your rental agreement expires during the next 270 days, you may extend your rental agreement for up to 270 days after the date of this notice.

b. If you have not been a continuous resident of these apartments for the last 180 days and your rental agreement expires during the next 180 days, you may extend your rental agreement for up to 180 days after the date of this notice.

c. IN ORDER FOR YOU TO EXTEND YOUR RENTAL AGREEMENT, YOU MUST GIVE THE DEVELOPER WRITTEN NOTICE WITHIN 45 DAYS AFTER THE DATE OF THIS NOTICE.

2. IF YOUR RENTAL AGREEMENT EXPIRES IN THE NEXT 45 DAYS, you may extend your rental agreement for up to 45 days after the date of this notice while you decide whether to extend your rental agreement as explained above. To do so, you must notify the developer in writing. You will then have the full 45 days to decide whether to extend your rental agreement as explained above.

3. During the extension of your rental agreement you will be charged the same rent that you are now paying.

4. YOU MAY CANCEL YOUR RENTAL AGREEMENT AND ANY EXTENSION OF THE RENTAL AGREEMENT AS FOLLOWS:

a. If your rental agreement began or was extended or renewed after May 1, 1980, and your rental agreement, including extensions and renewals, has an unexpired term of 180 days or less, you may cancel your rental agreement upon 30 days' written notice and move. Also, upon 30 days' written notice, you may cancel any extension of the rental agreement.

b. If your rental agreement was not begun or was not extended or renewed after May 1, 1980, you may not cancel the rental agreement without the consent of the developer. If your rental agreement, including extensions and renewals, has an unexpired term of 180 days or less, you may, however, upon 30 days' written notice cancel any extension of the rental agreement.

5. All notices must be given in writing and sent by mail, return receipt requested, or delivered in person to the developer at this address: (name and address of developer).

6. If you have continuously been a resident of these apartments during the last 180 days:

a. You have the right to purchase your apartment and will have 45 days to decide whether to purchase. If you do not buy the unit at that price and the unit is later offered at a lower price, you will have the opportunity to buy the unit at the lower price. However, in all events your right to purchase the unit ends when the rental agreement or any extension of the rental agreement ends or when you waive this right in writing.

b. Within 90 days you will be provided purchase information relating to your apartment, including the price of your unit and the condition of the building. If you do not receive this information within 90 days, your rental agreement and any extension will be extended 1 day for each day over 90 days until you are given the purchase information. If you do not want this rental agreement extension, you must notify the developer in writing.

7. If you have any questions regarding this conversion or the Condominium Act, you may contact the developer or the state agency which regulates condominiums: The Division of Florida Condominiums, Timeshares, and Mobile Homes, (Tallahassee address and telephone number of division).

(b) When a developer offers tenants an optional tenant relocation payment pursuant to s. 718.606(4), the notice of intended conversion shall contain a statement substantially as follows:

If you have been a continuous resident of these apartments for the last 180 days and your lease expires during the next 180 days, you may extend your rental agreement for up to 270 days, or you may extend your rental agreement for up to 180 days and receive a cash payment at least equal to 1 month's rent. You must make your decision and inform the developer in writing within 45 days after the date of this notice.

(c) When the rental agreement extension provisions of s. 718.606(6) are applicable to a conversion, subparagraphs 1.a. and b. of the notice of intended conversion shall read as follows:

1. YOU MAY REMAIN AS A RESIDENT UNTIL THE EXPIRATION OF YOUR RENTAL AGREEMENT. FURTHER, YOU MAY EXTEND YOUR RENTAL AGREEMENT AS FOLLOWS:

a. If you have continuously been a resident of these apartments during the last 180 days and your rental agreement expires during the next 360 days, you may extend your rental agreement for up to 360 days after the date of this notice.

b. If you have not been a continuous resident of these apartments for the last 180 days and your rental agreement expires during the next 270 days, you may extend your rental agreement for up to 270 days after the date of this notice.

(3) Notice of intended conversion may not be waived by a tenant unless the tenant's lease conspicuously states that the building is to be converted and the other tenants residing in the building have previously received a notice of intended conversion.

(4) Upon the request of a developer and payment of a fee prescribed by the rules of the division, not to exceed $50, the division may verify to a developer that a notice complies with this section.

(5) Prior to delivering a notice of intended conversion to tenants of existing improvements being converted to a residential condominium, each developer shall file with the division and receive approval of a copy of the notice of intended conversion. Upon filing, each developer shall pay to the division a filing fee of $100.

History.—s. 1, ch. 80-3; s. 9, ch. 85-60; s. 9, ch. 86-175; s. 21, ch. 91-103; s. 5, ch. 91-426; s. 54, ch. 2008-240.

718.61 Notices.—

(1) All notices from tenants to a developer shall be deemed given when deposited in the United States mail, addressed to the developer's address as stated in the notice of conversion, and sent postage prepaid, return receipt requested, or when personally delivered in writing by the tenant to the developer at such address. The date of a notice is the date when it is mailed or personally delivered by the tenant.

(2) All notices from developers to tenants shall be deemed given when deposited in the United States mail, addressed to the tenant's last known residence, which may be the address of the property subject to the rental agreement, and sent by certified or registered mail, postage prepaid. The date of a notice is the date when it is mailed to the tenant.

History.—s. 1, ch. 80-3.

718.612 Right of first refusal.—

(1) Each tenant, who for the 180 days preceding a notice of intended conversion has been a residential tenant of the existing improvements, shall have the right of first refusal to purchase the unit in which he or she resides on the date of the notice, under the following terms and conditions:

(a) Within 90 days following the written notice of the intended conversion, the developer shall deliver to the tenant the following purchase materials: an offer to sell stating the price and terms of purchase, the economic information required by s. 718.614, and the disclosure documents required by ss. 718.503 and 718.504. The failure by the developer to deliver such purchase materials within 90 days following the written notice of the intended conversion will automatically extend the rental agreement, any extension of the rental agreement provided for in s. 718.606, or any other extension of the rental agreement. The extension shall be for that number of days in excess of 90 days that has elapsed from the date of the written notice of the intended conversion to the date when the purchase materials are delivered.

(b) The tenant shall have the right of first refusal to purchase the unit for a period of not less than 45 days after mailing or personal delivery of the purchase materials.

(c) If, after any right of first refusal has expired, the developer offers the unit at a price lower than that offered to the tenant, the developer shall in writing notify the tenant prior to the publication of the offer. The tenant shall have the right of first refusal at the lower price for a period of not less than an additional 10 days after the date of the notice. Thereafter, the tenant shall have no additional right of first refusal. As used in this paragraph, the term "offer" includes any solicitation to the general public by means of newspaper advertisement,

radio, television, or written or printed sales literature or price list but does not include a transaction involving the sale of more than one unit to one purchaser.

(2) Prior to closing on the sale of the unit, a tenant alleging a developer's violation of paragraph (1)(c) may bring an action for equitable or other relief, including specific performance. Subsequent to closing, the tenant's sole remedy for such a violation will be damages. In addition to any damages otherwise recoverable by law, the tenant is entitled to an amount equal to the difference between the price last offered in writing to the tenant pursuant to this section and the price at which the unit was sold to a third party. In any action under this section, a prevailing party, (3) It is against the public policy of this state for any developer to seek to enforce any provision of any contract which purports to waive the right of a purchaser/lessee to bring an action for specific performance.

(4) A tenant's right of first refusal terminates upon:

(a) The termination of the rental agreement and all extensions thereof;

(b) Waiver of the right in writing by the tenant, if the waiver is executed subsequent to the date of the notice of intended conversion. A tenant who waives the right of first refusal waives the right of first refusal with respect to the proposed conversion.

(5) The running of the tenant's 45-day right of first refusal and the additional 10-day period provided for by paragraph (1)(c), if applicable.

History.—s. 1, ch. 80-3; s. 49, ch. 81-259; s. 21, ch. 84-346; s. 1, ch. 97-102.

718.614 Economic information to be provided.—The developer shall distribute to tenants having a right of first refusal, if any:

(1) Information in summary form regarding maintenance and operating expenses, including the amount of the reserve for deferred maintenance, monthly payments of principal, interest, and real estate taxes; and federal income tax benefits.

(2) Any other information which the division publishes and by rule determines will assist tenants in making a decision and which the division makes available to the developer.

History.—s. 1, ch. 80-3; s. 10, ch. 80-402; s. 49, ch. 81-259; s. 40, ch. 82-151; s. 19, ch. 96-350.

718.616 Disclosure of condition of building and estimated replacement costs and notification of municipalities.—

(1) Each developer of a residential condominium created by converting existing, previously occupied improvements to such form of ownership shall prepare a report that discloses the condition of the improvements and the condition of certain components and their current estimated replacement costs as of the date of the report.

(2) The report must include, but not be limited to, the following:

(a) The date and type of construction.

(b) The prior use.

(c) Whether there is written damage or infestation and whether the termite damage or infestation, if any, has been properly treated. The statement shall be substantiated by including, as an exhibit, an inspection report by a certified pest control operator.

(3)(a) Disclosure of condition shall be made for each of the following components that the existing improvements may include:

1. Roof.

2. Structure.

3. Fire protection systems.

4. Elevators.

5. Heating and cooling systems.

6. Plumbing.

7. Electrical systems.

8. Swimming pool.

9. Seawalls, pilings, and docks.

10. Pavement and concrete, including roadways, walkways, and parking areas.

11. Drainage systems.

12. Irrigation systems.

(b) For each component, the following information shall be disclosed and substantiated by attaching a copy of a certificate under seal of an architect or engineer authorized to practice in this state:

1. The age of the component as of the date of the report.

2. The estimated remaining useful life of the component as of the date of the report.

3. The estimated current replacement cost of the component as of the date of the report, expressed:

a. As a total amount; and

b. As a per-unit amount, based upon each unit's proportional share of the common expenses.

4. The structural and functional soundness of the component.

(c) Each unit owner and the association are third party beneficiaries of the report.

(d) Notwithstanding the foregoing, if a component or component that is renovated or repaired after completion of the original report and prior to the recording of the declaration of condominium, if the disclosure is not recorded within 1 year after the date of the original report, the developer shall update the report annually prior to recording the declaration of condominium.

(e) The report may not contain representations on behalf of the developer concerning future improvements or repairs and must be limited to the current condition of the improvements.

(f) If the proposed condominium is situated within a municipality, the disclosure shall include a letter from the municipality acknowledging that the municipality has been notified of the proposed conversion and has been provided a copy of the report. The letter shall be sent to the municipality within 10 days after the date of the report. The letter shall be addressed to the municipal clerk or other municipal official who is responsible for receiving such a letter. If the municipality does not respond to the letter within 30 days after the date of the letter, the municipal clerk or other municipal official who is responsible for receiving such a letter shall be deemed to have waived the right to review the report. The letter shall be in substantial form as follows:

"[Date]

[Name of municipal clerk or other municipal official responsible for receiving such a letter]

[Address]

[City, state, zip code]

Dear _____:

[Name of developer] is converting the following condominium project to condominium form of ownership: [Name of condominium]. We are providing you with a copy of the property condition report for your review. If you have any questions or comments, please contact [name of contact person] at [telephone number].

Sincerely,

[Name of developer]"

(4) Each unit owner and the association are third party beneficiaries of the report.

(5) Notwithstanding the foregoing, if a component or component that is renovated or repaired after completion of the original report and prior to the recording of the declaration of condominium, if the disclosure is not recorded within 1 year after the date of the original report, the developer shall update the report annually prior to recording the declaration of condominium.

(6) The report may not contain representations on behalf of the developer concerning future improvements or repairs and must be limited to the current condition of the improvements.

(7) If the proposed condominium is situated within a municipality, the disclosure shall include a letter from the municipality acknowledging that the municipality has been notified of the proposed conversion and has been provided a copy of the report. The letter shall be sent to the municipality within 10 days after the date of the report. The letter shall be addressed to the municipal clerk or other municipal official who is responsible for receiving such a letter. If the municipality does not respond to the letter within 30 days after the date of the letter, the municipal clerk or other municipal official who is responsible for receiving such a letter shall be deemed to have waived the right to review the report. The letter shall be in substantial form as follows:

"[Date]

[Name of municipal clerk or other municipal official responsible for receiving such a letter]

[Address]

[City, state, zip code]

Dear _____:

[Name of developer] is converting the following condominium project to condominium form of ownership: [Name of condominium]. We are providing you with a copy of the property condition report for your review. If you have any questions or comments, please contact [name of contact person] at [telephone number].

Sincerely,

[Name of developer]"

(8) Each unit owner and the association are third party beneficiaries of the report.

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[City, state, zip code]

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[Name of developer] is converting the following condominium project to condominium form of ownership: [Name of condominium]. We are providing you with a copy of the property condition report for your review. If you have any questions or comments, please contact [name of contact person] at [telephone number].

Sincerely,

[Name of developer]"

(92) Each unit owner and the association are third party beneficiaries of the report.

(93) Notwithstanding the foregoing, if a component or component that is renovated or repaired after completion of the original report and prior to the recording of the declaration of condominium, if the disclosure is not recorded within 1 year after the date of the original report, the developer shall update the report annually prior to recording the declaration of condominium.

(94) The report may not contain representations on behalf of the developer concerning future improvements or repairs and must be limited to the current condition of the improvements.

(95) If the proposed condominium is situated within a municipality, the disclosure shall include a letter from the municipality acknowledging that the municipality has been notified of the proposed conversion and has been provided a copy of the report. The letter shall be sent to the municipality within 10 days after the date of the report. The letter shall be addressed to the municipal clerk or other municipal official who is responsible for receiving such a letter. If the municipality does not respond to the letter within 30 days after the date of the letter, the municipal clerk or other municipal official who is responsible for receiving such a letter shall be deemed to have waived the right to review the report. The letter shall be in substantial form as follows:

"[Date]

[Name of municipal clerk or other municipal official responsible for receiving such a letter]

[Address]

[City, state, zip code]

Dear _____:

[Name of developer] is converting the following condominium project to condominium form of ownership: [Name of condominium]. We are providing you with a copy of the property condition report for your review. If you have any questions or comments, please contact [name of contact person] at [telephone number].

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(98) The report may not contain representations on behalf of the developer concerning future improvements or repairs and must be limited to the current condition of the improvements.

(99) If the proposed condominium is situated within a municipality, the disclosure shall include a letter from the municipality acknowledging that the municipality has been notified of the proposed conversion and has been provided a copy of the report. The letter shall be sent to the municipality within 10 days after the date of the report. The letter shall be addressed to the municipal clerk or other municipal official who is responsible for receiving such a letter. If the municipality does not respond to the letter within 30 days after the date of the letter, the municipal clerk or other municipal official who is responsible for receiving such a letter shall be deemed to have waived the right to review the report. The letter shall be in substantial form as follows:

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[City, state, zip code]

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Sincerely,

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(100) Each unit owner and the association are third party beneficiaries of the report.

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(102) The report may not contain representations on behalf of the developer concerning future improvements or repairs and must be limited to the current condition of the improvements.

(103) If the proposed condominium is situated within a municipality, the disclosure shall include a letter from the municipality acknowledging that the municipality has been notified of the proposed conversion and has been provided a copy of the report. The letter shall be sent to the municipality within 10 days after the date of the report. The letter shall be addressed to the municipal clerk or other municipal official who is responsible for receiving such a letter. If the municipality does not respond to the letter within 30 days after the date of the letter, the municipal clerk or other municipal official who is responsible for receiving such a letter shall be deemed to have waived the right to review the report. The letter shall be in substantial form as follows:

"[Date]

[Name of municipal clerk or other municipal official responsible for receiving such a letter]

[Address]

[City, state, zip code]

Dear _____:

[Name of developer] is converting the following condominium project to condominium form of ownership: [Name of condominium]. We are providing you with a copy of the property condition report for your review. If you have any questions or comments, please contact [name of contact person] at [telephone number].

Sincerely,

[Name of developer]"

(104) Each unit owner and the association are third party beneficiaries of the report.

(105) Notwithstanding the foregoing, if a component or component that is renovated or repaired after completion of the original report and prior to the recording of the declaration of condominium, if the disclosure is not recorded within 1 year after the date of the original report, the developer shall update the report annually prior to recording the declaration of condominium.

(106) The report may not contain representations on behalf of the developer concerning future improvements or repairs and must be limited to the current condition of the improvements.

(107) If the proposed condominium is situated within a municipality, the disclosure shall include a