

**CONDOMINIUM  
UNIT-OWNER RIGHTS AND  
RESPONSIBILITIES**

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## INTRODUCTION

The State of Florida provides a number of rights for condominium owners through Chapter 718, Florida Statutes (F.S.), also known as the Condominium Act, and the corresponding administrative rules, Chapters 61B-15 through 61B-24, Florida Administrative Code (F.A.C.). Along with these rights come various responsibilities that correspond to this type of community living. This brochure summarizes the rights and responsibilities of unit owners under the Condominium Act.

You should refer to the specific statutory section or rule for the exact language of each cited provision. You may visit [www.myfloridalicense.com/condo](http://www.myfloridalicense.com/condo) or contact the Division at the address on this brochure to obtain a copy of the statute or the rules.

## RIGHTS

### Unit Owners have the right to:

#### Meetings and Notices:

1. Notices of board and committee meetings must be posted conspicuously on the association property at least 48 hour before the meetings, except in the case of valid emergencies. Section 718.112(2)(c), F.S.
2. Attend board and committee meetings except meetings to discuss personnel matters or meetings between the board or a committee and the association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice. Section 718.112(2)(c), F.S.
3. Receive notice of meetings at which the board shall consider a special assessment or changes to rules concerning unit use. Notice must be by mail, electronic transmission, or personal delivery and posted on the condominium property at least 14 continuous days in advance. Section 718.112(2)(c), F.S.
4. Receive notice of the annual meeting along with an agenda, by mail, electronic transmission, or personal delivery and by posting on the condominium property at least 14 continuous days in advance. Section 718.112(2)(d)2., F.S.
5. Receive at least 14 days' advance notice of a budget meeting, along with a copy of the proposed annual budget, by mail, electronic transmission, or personal delivery. Section 718.112(2)(e), F.S.
6. Receive notice of any legal action by which the association may be exposed to liability in excess of insurance coverage so that unit owners may intervene and defend on their own behalf. Section 718.119(3), F.S.
7. Speak at board, committee and annual meetings subject to reasonable restrictions. Sections 718.112(2)(c), F.S. and Rule 61B-23.002(9), F.A.C.
8. Record board, committee or unit owner meetings subject to reasonable restrictions. Section 718.112(2)(c), F.S.; Rule 61B-23.002(10), F.A.C.
9. Receive written notification of any special assessment which must state the specific purpose(s), description, and estimated cost of the special assessment. Section 718.116(10), F.S.
10. Receive notice of a possible levy of a fine or suspension of use rights for a document violation at least 14 days prior to the meeting with an opportunity of a hearing before a committee of other unit owners before the board can impose the fine or the suspension Section 718.303(3), F.S.

#### Elections:

1. Receive the first notice of an election no less than 60 days prior to the election either by mail or personal delivery. Section 718.112(2)(d)4.a., F.S. Rule 61B-23.0021(4), F.A.C.
2. Submit his or her name in writing as a candidate for election to the board no less than 40 days prior to the election. Section 718.112(2)(d)2., F.S. Rule 61B-23.0021(5), F.A.C.

3. Submit candidate information sheet no less than 35 days prior to the election. Section 718.112(2)(d)4.a., F.S. Rule 61B-23.0021(7), F.A.C.
4. Receive a second notice of the election, a ballot, an inner envelope, an outer envelope and copies of any timely submitted candidate information sheets no less than 14 days prior to the election either by mail or personal delivery. Section 718.112(2)(d)4.a., F.S. Rule 61B-23.0021(8), F.A.C.
5. Vote for the board by written, secret ballot or voting machine if there are more candidates than vacancies. If there are not more candidates than vacancies then the association is not required to hold an election. Section 718.112(2)(d)2., F.S. Rule 61B-23.0021, F.A.C.
6. Vote for the board by limited or general proxy if different election procedures are approved by a majority of the total voting interests and are provided for in the association bylaws. Section 718.112(2)(d), F.S.

#### **Voting, Generally:**

1. 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. Section 718.112(2)(b)2., F.S.
2. Vote at a meeting or by written agreement with a majority of all unit owners to recall any board member. Section 718.112(2)(j), F.S.; Rules 61B-23.0027 or 61B-23.0028, F.A.C.

#### **Association Funds:**

Receive annual financial reports as follows:

1. An Association 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 cash receipts and disbursement or 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. Associations with less than \$150,000 of total annual revenue shall prepare a receipts and disbursement Report. An association with more than \$150,000 of total annual revenue shall prepare a compile, review or audited financial statement. Section 718.111(13), F.S.; Rule 61B-22.006, F.A.C.

Receive an annual budget:

2. 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. Section 718.112(2)(e)(2)a, F.S.
3. Pay assessments on a quarterly or more frequent basis. Section 718.112(2)(g), F.S.

## Generally:

1. Exclusive ownership and possession of their condominium unit. Section 718.103(27), F.S.
2. Membership in the association and full voting rights as provided in the declaration of condominium. Section 718.106(2), F.S.
3. Use the common elements and association property without paying a use fee unless the declaration of condominium so provides, or the unit owners by a majority vote of the association approve of such a fee, or unless the charges relate to expenses incurred by an owner having exclusive use of the common element or association property. Section 718.111(4), F.S.
4. Use the condominium's common elements, common areas and recreation facilities together with their invited guests, in accordance with the condominium documents and properly adopted rules and regulations of the association. Section 718.123, F.S.
5. Inspect the association's official records subject to the reasonable rules adopted by the association.
  - a. The association must make its records available for unit owner inspection within ten working days after receiving a written request.
  - b. The right to inspect the records includes the right to make or obtain copies, the reasonable expense, if any, of the unit owner or their representative. Section 718.111(12), F.S.; Rule 61B-23.002, F.A.C.
  - c. The right to inspect the records includes the right to use a portable device, such as a smartphone, tablet, portable scanner, or other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the association providing a copy of such records. The association may not charge a member or his/her authorized representative for the use of a portable device. Section 718.111(12)(c), F.S.
6. Receive a substantive written response to an inquiry submitted to the board by certified mail. The response must be sent within 30 days, or within 60 days if the board requests a legal opinion, or within 10 days of receiving the division's advice, if the board requests advice from the division. Section 718.112(2)(a)2., F.S.
7. Apply to the circuit court of the county in which the condominium is located for a receiver if the association fails to fill vacancies on the board sufficient to constitute a quorum. Section 718.1124, F.S.
8. Participate in the voluntary mediation or mandatory, non-binding arbitration processes to resolve certain disputes. Section 718.1255, F.S.; Rule 61B-45, F.A.C.
9. Vote to cancel any grant or reservation made by a declaration, lease, or other document, and any contract made by an association prior to turnover of control to the unit owners other than the developer. Section 718.302, F.S.
10. Bring action for damages or injunctive relief or both against the association, another unit owner, a tenant or invitee or a director who willfully and knowingly fails to comply with Chapter 718, F.S., the applicable administrative rules, or the condominium documents. Section 718.303(1) and 718.1255, FS.; Rule 61B-45, F.A.C.

## **RESPONSIBILITIES**

### **Unit owners have the responsibility to:**

1. Pay their share of the common expenses as defined in the statute and the condominium documents. Sections 718.103(9), 718.115(2), and 718.116, F.S.
2. Use the common elements in a manner that will not hinder or infringe on the rights of the other unit owners. Section 718.106(3), F.S.
3. Provide the association access to their units during reasonable hours for the following:
  - a. To maintain, repair or replace any common elements;
  - b. To prevent damage to the common elements or other units; or
  - c. To maintain the unit as required by the declaration of condominium.  
Section 718.111(5), F.S.
4. Not make any alterations to their units that would adversely affect the safety or soundness of the common elements or any portion of the association or condominium property the association maintains. Section 718.113(3), F.S.
5. Comply with the provisions of Chapter 718, F.S., the applicable administrative rules, the declaration of condominium, the articles of incorporation, the bylaws, and the rules of the association. Sections 718.303(1), and (3), F.S.
6. Attend and participate in unit owner meetings;
7. Attend board and committee meetings;
8. Vote on issues presented for a unit owner vote and elections;
9. Cooperate with other unit owners in day-to-day community life;
10. Bring any concerns or problems to the board of directors' attention;
11. Serve on the board of directors as needed; and
12. Be familiar with the provisions of the condominium documents.

# **CONDOMINIUM LIVING IN FLORIDA**

## **Department of Business and Professional Regulation Division of Florida Condominiums, Timeshares and Mobile Homes**

### **INTRODUCTION**

Condominium living offers many benefits that appeal to increasing numbers of individuals and families. The benefits of this form of home ownership include an economical solution to constantly rising land values, building costs, maintenance expenses, and provide unit owners with an opportunity to enjoy commonly owned recreational and other facilities that might otherwise be unaffordable.

Condominium ownership is a concept that has existed in Florida since 1963. Condominium purchasers and owners are often not familiar with the complex legal requirements. This booklet is intended to acquaint unit owners and prospective buyers with the basic concepts of condominium ownership. Part I describe condominium ownership and operation and focuses on the individual's role in the condominium. Part II highlights unit owner protections under Florida law, and Part III outlines the functions of the Division of Florida Condominiums, Timeshares and Mobile Homes.

### **PART I CONDOMINIUM OWNERSHIP AND OPERATION**

A condominium is a form of real property ownership in which an individual owns a unit exclusively and owns common elements jointly with all other unit owners in the condominium. Condominiums come in many sizes, shapes, and forms. Condominiums may be created at the time of initial construction or by converting previously existing apartments, townhouses, and hotels/motels to the condominium form of ownership. Other examples of condominiums include mobile home sites, recreational vehicle sites, boat docks, and office parks. Chapter 718 of the Florida Statutes, commonly known as the Condominium Act, and the corresponding administrative rules found in Chapters 61B-15 through 61B-24, Florida Administrative Code, are the basis for the information in this brochure and apply only to the condominium form of ownership.

Common elements are those portions of the condominium property which are not included in the units. All unit owners share ownership of the common elements in an undivided manner. The structure of the building including the roof, walls, conduit and hallways, and recreation facilities are examples of items that are usually part of the common elements. Common elements are legally attached to each unit and are transferred with the unit when it is sold. Therefore, a deed to a unit conveys the unit to a purchaser together with its proportionate ownership interest in the common elements.

The development and creation of a condominium is a technical and possibly lengthy process. In addition to business and construction considerations, a developer must also draft the condominium documents that at a minimum include a declaration of condominium, articles of incorporation of the association, and the association's bylaws. The documents, which must comply with the Condominium Act, contain restrictions on the use of the property as well as the mechanism and procedures under which unit owners will eventually operate the condominium. Thus, the developer makes many important decisions relating to the future operation of the condominium before any units are sold.

## **OPERATING A CONDOMINIUM**

### **The Association**

The operation of a condominium is carried out through its association, usually a not-for-profit corporation. Association members are those persons owning units in the condominium. The association manages and operates the condominium community, maintains the common elements, and provides services in furtherance of its duties to the members. Each purchaser, by accepting title to his or her unit, automatically becomes an association member, and is bound by the association rules and regulations.

Condominiums are often compared to governmental entities. The condominium association has powers and responsibilities that are similar to those of local governments. An association must establish a budget that addresses the estimated operating expenses for the current period, set aside funds for future maintenance projects, collect assessments to pay for the common expenses, and must enforce its rules and regulations. The association may also amend its documents relating to the use, maintenance, and appearance of units and the common elements.

### **The Board of Directors**

The board of directors, initially appointed by the developer and subsequently elected by the unit owners, is responsible for managing the affairs of the association. The board may appoint committees to assist with the various duties of the association. Often such committees include a Bylaws Committee, Budget Committee, and Grounds Committee. Effective committees are important to a well-run condominium association because they help the board carry out its powers and duties.

A director is expected to carry out his or her powers and duties, as any other ordinarily prudent person would do under reasonably similar circumstances. Directors have a fiduciary relationship with the unit owners, and have the responsibility to act with the highest degree of good faith and to place the interests of the unit owners above the personal interests of the directors.

Although the board of directors is essentially the decision-making body for the condominium, the association's effectiveness rests primarily with its membership -- the unit owners. For an association to be successful, unit owners must take an active part by serving in leadership positions on the board of directors and/or its committees, attending association meetings, voting, and assisting in other affairs of the association whenever possible. These roles are essential to an association's success. Apathy on the part of the unit owners will render an association ineffective.

Each unit owner has the right to be informed and have a voice in the operation of the condominium. For this reason, Chapter 718, Florida Statutes, requires each condominium association to hold an annual meeting of its unit owners, provide adequate notice of meetings, allow unit owner participation at meetings, conduct elections, permit unit owner inspection of the official records of the association, and prepare and distribute a year-end financial report to the members. These are just some of the requirements that unit owners can expect to be fulfilled by an association's board of directors.

### **Management**

The day-to-day management of the condominium property is one of the most important association functions. While the documents provide an outline for orderly operation, real-life operation can be a vastly different experience. It is the board's duty and responsibility to determine the association's needs, limited by the association's fiscal resources.

An association may be self-managed or hire professional management. Each association must determine the type of management best suited to its unique needs, desires, and capabilities.

Although the Condominium Act does not *require* any condominium association to do so, many condominium associations choose to contract with an outside individual or management company. However, if an association chooses to hire a manager to assist the board of directors, that person may be required to be licensed as a Community Association Manager, (CAM) under Part VIII, Chapter 468 of the Florida Statutes, known as the Community Association Management Law. This law is administered by the Division of Professions. For information concerning licensure and regulation of community association managers call (850) 487-1395. The hiring of a manager to administer the day-to-day operational functions of an association does not relieve the board from the responsibility to ensure the association complies with the Condominium Act and the Division's administrative rules.

## **RESTRICTIONS AND RESPONSIBILITIES OF UNIT OWNERS**

Although buying a condominium unit offers advantages over buying a single family home, there are restrictions and responsibilities that accompany condominium ownership.

### **Restrictions**

Restrictions on the use of both the individual unit and the common elements help to preserve the best interests of all unit owners. Many condominiums provide for limitations on the use, occupancy, and transfer of a condominium unit. For example, there may be restrictions on types of window coverings, pets, leasing, and the number of unit occupants.

Just as the use of the unit may be restricted, so may the use of the common elements. While all unit owners have the right to use the common elements, they must use them in the manner provided in the condominium documents and in the rules and regulations adopted by the board of directors of the association. Typical restrictions on the use of the common elements include limitations on parking and types of vehicles allowed on the premises, limitations on modifications to the condominium exterior, and restrictions on the use of recreational and other common facilities.

Since each condominium association has its own set of documents, the only way to determine the specific restrictions pertaining to a particular condominium is to review those documents. In addition to the use restrictions provided in the declaration of condominium, bylaws and articles of incorporation, the Condominium Act gives the board of directors the authority to adopt reasonable rules and regulations concerning the use of the common elements, common areas, and the recreational facilities. Restrictions are subject to change when the boards of directors or unit owners properly amend the documents to provide for such a change.

### **Financial Responsibilities of Unit Owners**

The cost of operating and maintaining the condominium is funded through collection of assessments by the association. Unit owners pay assessments for their shares of the common expenses according to the proportions or percentages set forth in the declaration of condominium. In a residential condominium, a unit owner's share of common expenses must be in the same proportions as their ownership interest in the common elements and the common surplus or deficit. Also, for residential condominiums created after April 1, 1992, the ownership share of the common elements assigned to each unit is required to be based either on square footage or on an equal fractional basis. Unit owners are expected to pay assessments; therefore, assessments cannot be avoided by a unit owner choosing not to utilize various common facilities.



Assessments to unit owners vary depending upon the amenities and level of services being offered in a particular condominium. If you are purchasing a unit from a developer, you are entitled to receive an estimated operating budget showing the expected costs of operating the condominium prior to closing on your unit.

Note that the budget is based on estimated expenses and may differ significantly from the actual cost of association operations. Developers often provide a guarantee of assessments for one or more fiscal periods. Such guarantees typically hold assessments to a lower amount than might occur without the developer's guaranteed subsidy. Purchasers can expect an increase in the budget after the guarantee period expires.

Unit owners may also expect to face special assessments. These assessments are in addition to the regular assessments that each unit owner pays. Special assessments are typically levied when the association determines that there is either not enough money in the budget for a particular expenditure, or the expenditure was not anticipated and therefore was not included in the annual budget. Condominium documents often contain restrictions on the board's ability to levy special assessments.

Some of the expenses which may be found in a condominium budget include: administration, management fees, maintenance, insurance, taxes, garbage collection, pest control, utilities for common areas, and reserves for capital expenditures and deferred maintenance. There are requirements in both the Condominium Act and the Division's administrative rules regarding how these expenses should be disclosed.

In addition, the unit owner should expect to be individually responsible for such items as: real estate taxes, cost of private telephone service and equipment, insurance covering the contents and interior of the unit, maintenance of the interior of the condominium unit, privately contracted janitorial or maid services, and utility costs billed directly to the unit owner. Further information along these lines may be found in the condominium documents.

## **PART II**

### **FLORIDA CONDOMINIUM LAW: PROTECTIONS FOR UNIT OWNERS**

In addition to various protections granted to buyers, the Condominium Act contains provisions protecting the rights of unit owners. These rights ensure that unit owners have the opportunity to be informed regarding the affairs of their condominium. Others are intended to prevent problems and provide remedies for existing problems. Some of these rights are summarized below.

#### **Association Meetings**

Unit owners are entitled to have an annual meeting. The date of the annual meeting for each association should be stated in its bylaws. Unit owners are also entitled to receive advance notice of all other association meetings, board of directors' meetings, and committee meetings. Depending upon the type of meeting, the noticing requirements contained in the Condominium Act may be met by the association posting advance notice of a meeting on the condominium property, and/or by mailing or delivering notice to each unit owner. The documents may also require additional notice. In addition to the right to receive notice of meetings, unit owners also have a right to attend **all** unit owner meetings, board of directors' meetings, and committee meetings (except those meetings specifically exempted by the law). Owners also have the right to speak at these meetings on designated agenda items.

## **Elections**

The election procedures provided in the Condominium Act require the use of secret ballots or voting machines, and do not permit elections to be conducted by proxy. An association of 10 or fewer units may provide for alternate election procedures in its bylaws upon the approval of a majority of its total voting interests. These alternate procedures may provide for elections to be conducted by general or limited proxy.

Along with the right to elect directors in a condominium association, the Condominium Act also provides a procedure by which directors can be removed from office. This process is known as recall. Directors may be recalled from the board with or without cause by the vote or agreement in writing of a majority of the total voting interests.

## **Assessments**

Unit owners cannot be required to pay assessments (regular assessments based on the adopted budget) less frequently than quarterly. Most associations collect monthly or quarterly assessments, the condominium documents should describe the frequency of collection, due dates and provide for late fees and interest on delinquent assessments.

If the board adopts a budget requiring an increase in excess of 115 percent of the assessments for the previous year, the board, upon receiving a petition of 10 percent of the voting interests, shall call a special meeting of the unit owners to consider an alternate budget. At this special meeting, unit owners can enact a new budget with the approval of a majority of the total voting interests. If the association is under developer control, a budget cannot impose assessments greater than 115 percent of the assessments for the previous year without approval of a majority of all the voting interests, including the voting interests of the developer.

At the end of each fiscal year, unit owners are entitled to receive a year-end financial report. Depending upon the size of the association and the amount of its annual revenues, a report of cash receipts and disbursements or more detailed financial statements, prepared in accordance with generally accepted accounting principles is required to be prepared. The association must either notify the owners that the report is available and provide a copy to the unit owner upon request (at no charge to the owner) or distribute the report directly to the unit owners.

## **Association Books and Records**

Unit owners are entitled to have access to the official records of the association. These records must be maintained within the state. Within ten working days after receipt of a written request, the association must make the official records available for a unit owner's inspection within 45 miles of the condominium property or within the county in which the condominium is located. An association is required to maintain these records for a specified period of time. For example, minutes of any meeting and all accounting records must be maintained for at least seven years. Ballots, proxies, and other papers relating to voting by unit owners must be maintained for at least one year. Other records, such as a copy of the recorded declaration of condominium, must be retained permanently.

## **Miscellaneous**

Unit owners may void certain types of contracts entered into by the developer in the name of the association. Subject to specific requirements, unit owners may also vote to cancel contracts entered into by unit owner controlled associations, such as a contract for cable television service assessed against the unit owners as a common expense.

Finally, the Condominium Act provides unit owners and their invited guests the right to peaceably assemble on the condominium property.

This right is subject to reasonable rules and regulations, promulgated by the board of directors, pertaining to the use of the common elements and recreational facilities.

### **PART III**

#### **DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES**

The Division of Florida Condominiums, Timeshares and Mobile Homes within the Department of Business and Professional Regulation is the agency charged with the responsibility of ensuring that condominium associations comply with the requirements of the Condominium Act. The Division also promulgates administrative rules necessary to implement, enforce, and interpret these laws. For condominiums, these administrative rules are found in Chapters 61B-15 through 61B-24, Florida Administrative Code. In addition, Chapters 61B-45 and 61B-50 of the Florida Administrative Code, contain the administrative rules relating to arbitration of certain disputes between unit owners and their association.

The Division handles complaints alleging violations of the Condominium Act and corresponding administrative rules related to residential condominiums. The Division will attempt to resolve complaints against developers and associations as provide in the Division's enforcement resolution guidelines, which are based primarily on the harm caused by the alleged violation, and the association's compliance history.

For unit owner controlled associations those issues considered to involve less harm are addressed through educational resolution rather than an imposition of penalties. Examples of such issues include failure to allow unit owners access to official records and failure to properly fill a vacancy on the board. Repeated violations of a similar nature will require corrective action by the association. Failure to take corrective action may subject the association to penalties. More significant violations, such as the failure to properly propose and adopt annual budgets, failure to notice and hold annual meetings, and failure to properly conduct elections, also are addressed through educational resolution, but will require a response and corrective action from the association when warranted. Repeated violations of a similar nature will generally result in an enforcement resolution, including imposition of penalties against the association. In such instances, the Division can seek penalties of up to \$5,000 in the case of a major violation and up to \$2,500 in the case of a repeated minor violation.

The Division also pursues complaints against developers, and on a limited basis, against individual board members or officers of associations. In such cases, the Division has to show that such individuals have willfully and knowingly violated the law, and have failed to take corrective action after having been provided with the opportunity to do so.

#### **RESOLVING INTERNAL DISPUTES**

The Condominium Act also provides other mechanisms for resolving disputes between unit owners and associations. The first of these mechanisms is mediation, which is defined as the process involving a neutral third person acting to encourage and facilitate the resolution of a dispute between two or more parties. It is informal and nonadversarial process with the objective of helping the disputing parties reach a mutually acceptable and voluntary agreement. A mediator's role includes assisting the parties in identifying issues, encouraging joint problem solving, and exploring settlement alternatives. The Division maintains two lists of individuals located throughout Florida who will provide mediation for the resolution of condominium disputes. One list consists of volunteer mediators willing to provide mediation free of charge. The other list consists of mediators who provide mediation for a fee. If you wish to contact a mediator in your area, you may obtain either list by contacting the Division of Florida Condominiums, Timeshares and Mobile Homes.

The Condominium Act also provides for mandatory non-binding arbitration of certain disputes. Arbitration is a method of solving disputes by submitting them to an impartial person who has the power to make a determination concerning the issues in controversy. Before going to court, parties involved in condominium disputes as defined by the Condominium Act must petition the Division for mandatory non-binding arbitration.

Unit owners, associations, and tenants, where the subject matter of the dispute concerns a tenant's use of the unit, can petition the Division for arbitration. Disputes eligible for arbitration include the board's authority to: (1) require an owner to take action, or not to take action involving that owner's unit, or (2) alter or add to a common element or area. In addition, disputes may be arbitrated when the association is required but fails to: properly conduct elections, give adequate notice of meetings or other actions, properly conduct meetings, or allow inspection of books and records. Disputes excluded from the arbitration program include disagreements regarding the interpretation or enforcement of any warranty, the charging of a fee or assessment, and the collection of an assessment charged against a party. The following disputes are also excluded from the arbitration program: the eviction or other removal of a tenant from a unit, alleged breaches of fiduciary duty by one or more directors, and claims for damages to a unit based upon the alleged failure of the association to maintain the common elements or condominium property.

If you wish to file a petition for mandatory non-binding arbitration, you may obtain a copy of the petition form and rules of procedure by contacting the Division of Florida Condominiums, Timeshares and Mobile Homes. There is a filing fee of \$50 due at the time a petition is filed.

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## **A Glossary of Commonly Used Condominium Terms**

**Amendment:** A written statement of a change or revision in a bylaw or other governing document.

**Annual Financial Report:** A report of financial activity taking place during the current year. Annual financial reports range from a minimum of a report of all the receipts and expenditures of an association for a given year, prepared on the cash basis to detailed financial statements, prepared in accordance with generally accepted accounting principles.

**Articles of Incorporation:** The document creating the corporate entity responsible for operating the condominium. It describes the purpose of the association as well as its powers and duties.

**Assessment:** A unit owner's share of the amount of money required to pay the common expenses of the association and the condominium.

**Association:** The entity responsible for the operation of the condominium. In most instances, the association is a not-for-profit corporation. The individual unit owners are members of the association.

**Board of Directors:** The representative body responsible for administration of the association. They are usually unit owners and are elected to office.

**Board Meetings:** Any gathering of at least a quorum of the members of the board of directors for the purpose of conducting association business.

**Bylaws:** The document that describes the operational requirements of the association. It provides for the administration of the association including procedures for: calling meetings,

determining voting requirements, quorums, and contains other requirements relating to the association's operation.

**Common Elements:** The portion of the condominium property that is not included in the units, as described in the declaration of condominium. The common elements are owned jointly by all unit owners.

**Common Expenses:** All expenses properly incurred by the association for the condominium in carrying out its duties and responsibilities.

**Common Surplus:** The excess (or deficit) of all revenues of the association over the common expenses.

**Condominium:** A form of ownership of real property. This property is made up of units that may be owned by one or more persons, and common elements that are owned jointly by all unit owners.

**Condominium Parcel:** The unit together with its undivided share in the common elements.

**Conversion:** A condominium that is created from existing improvements.

**Declaration of Condominium:** The document that establishes the property as a condominium. A condominium is considered to be legally created when the declaration is recorded in the public records of the county where the condominium is located. The declaration contains legal descriptions of the property, including the units. It also describes each unit owner's undivided share in the common elements, membership and voting rights in the association, and covenants and restrictions on the use of the units and common elements.

**Condominium Documents:** The set of papers creating and describing the condominium and the association, including items such as the declaration of condominium, articles of incorporation, bylaws, and any existing leases or contracts of the association.

**Leasehold:** The right to use property in exchange for rent.

**Lien:** A condominium association's claim against each condominium parcel to secure the payment of assessments.

**Limited Common Elements:** The portions of the common elements that are reserved for the use of a certain condominium unit or units to the exclusion of other units. They must be specified as such in the declaration of condominium.

**Multi-condominium:** A condominium which is part of a group of more than one condominium operated by a single condominium association.

**Percentage of Ownership:** The ownership share in the common elements that is assigned to each unit. The total percentage of all units must equal 100. In a residential condominium, the percentage of and manner of sharing common expenses must be the same as the undivided shares in the common elements. The percentage of ownership assigned to each unit should be found in the declaration of condominium.

**Phase Condominium:** A single condominium that is created over time by amending the declaration as new units are added to the project. The developer has the option, but is not obligated, to add future land, units and other improvements to the condominium for a period not

to exceed seven years from the initial creation of the condominium. As phases are added, the percentage of ownership in the common elements changes.

**Proxy:** Written authorization for one person to act or vote for another at a meeting of the association.

**Quorum:** The number of voting interests or board members of an association, who must be present at a meeting in order to legally transact business.

**Reserves:** Reserves are funds that are restricted as to their use and set aside by the association.

**Special Assessment:** Any assessment levied against unit owners other than the regular assessment required by an annual budget.

**Undivided Interest in Common Elements:** The percentage or share of ownership in the common elements that is appurtenant to a unit. This share passes with title to a unit and cannot be separated.

**Unit:** A part of the condominium property that is subject to exclusive ownership. A unit may be in improvements, land, or land and improvements together, as specified in the declaration of condominium.

SAMPLE LIMITED PROXY FORM

The undersigned, owner(s) or designated voter of unit No. \_\_\_\_\_ in \_\_\_\_\_ (name) \_\_\_\_\_  
Condominium, appoints

(PRINT NAME OF PROXYHOLDER)

or \_\_\_\_\_ (*Instructions to associations: Fill in the name or position of an officer or director who will serve as proxy holder.*) as my proxyholder to attend the meeting of the members of \_\_\_\_\_ (name) \_\_\_\_\_ Condominium Association, Inc., to be held \_\_\_\_ (date) \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (time) \_\_\_\_\_, in \_\_\_\_\_ (place) \_\_\_\_\_, Florida. The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxyholder's authority is limited as indicated below:

GENERAL POWERS (You may choose to grant general powers, limited powers or both. Check "General Powers" if you want your proxyholder to vote on other issues which might come up at the meeting and for which a limited proxy is not required).

\_\_\_\_\_ I authorize and instruct my proxy to use his or her best judgment on all other matters which properly come before the meeting and for which a general power may be used.

LIMITED POWERS (FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW).

I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXYHOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

(Instructions to associations; List below the specific questions or issues to be voted on. *The following are only examples.*)

Financial Reporting Waiver

A. Do you want to provide for a lower level of year-end financial reporting than is required by § 718.111(13), Florida Statutes, for the next fiscal/calendar year? Currently, the Association is required to prepare a (list the level).

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, vote for one of the board proposed options below: (The option with the most votes will be the one implemented.)

**LIST OPTIONS HERE**

Reserve Funding Waiver

**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:**

B. Do you want to provide for less than full funding of reserves than is required by § 718.112(2)(f), Florida Statutes, for the next fiscal/calendar year?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, vote for one of the board proposed options below: (The option with the most votes will be the one implemented.)

**LIST OPTIONS HERE**

DATE: \_\_\_\_\_  
SIGNATURE(S) of OWNER(S) OR DESIGNATED VOTER

**SUBSTITUTION OF PROXYHOLDER**

The undersigned, appointed as proxyholder above, designates \_\_\_\_\_ to substitute for me in voting the proxy as set forth above. (print name)

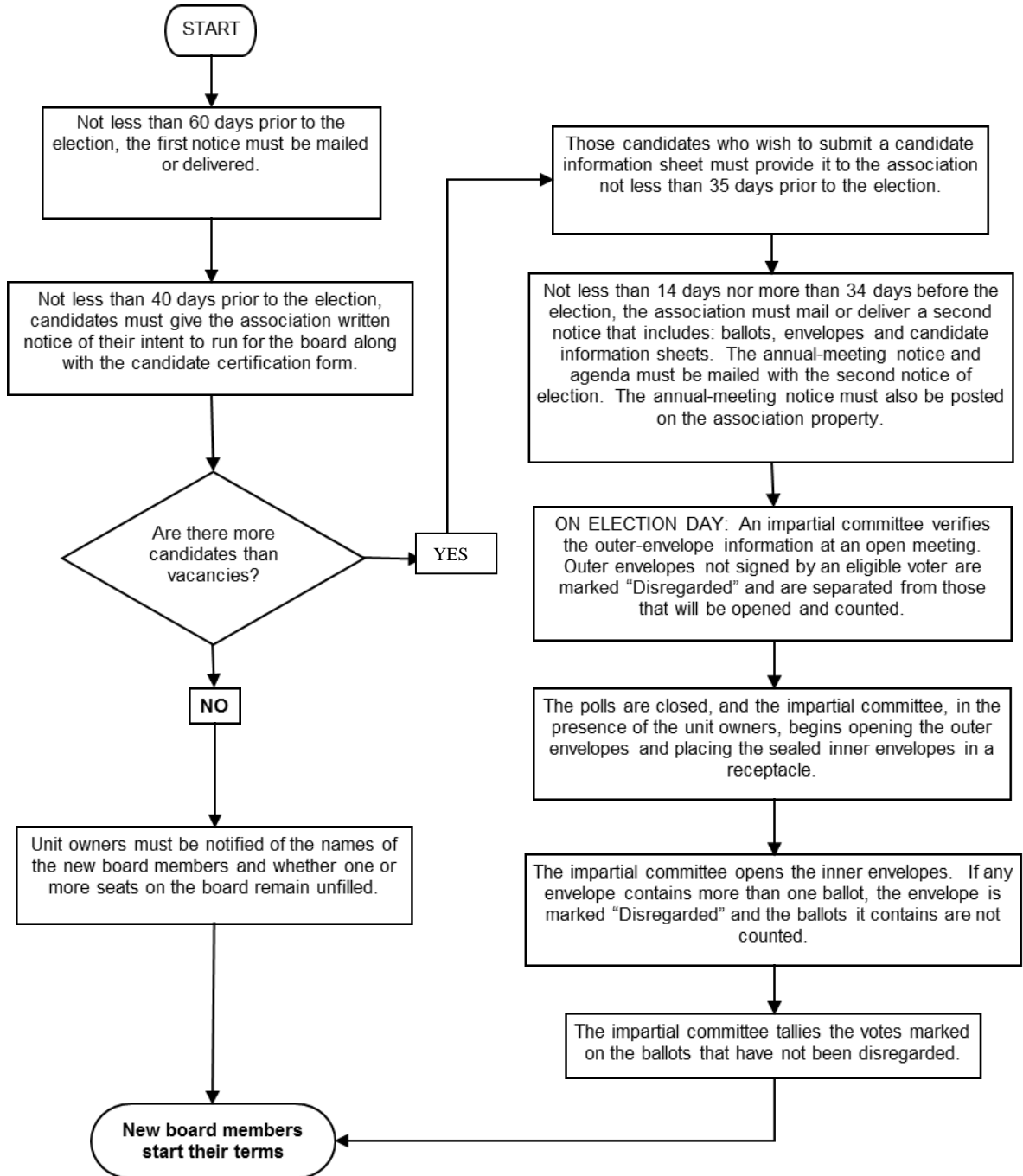
\_\_\_\_\_ Date: \_\_\_\_\_  
Signature of proxy holder

THIS PROXY IS REVOCABLE BY THE UNIT OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.



## ELECTION FLOW CHART

NOTE: This chart summarizes the election procedures prescribed by the Condominium Act and the Cooperative Act. If your association has 10 or fewer units and has properly adopted alternate election procedures, this flow chart may not apply. For more information, see “alternate Election Procedures” in the Election Brochure.



## ***MINIMUM STATUTORY REQUIREMENTS FOR CONDOMINIUM/COOPERATIVE MEETINGS***

(See condominium/cooperative documents for possible additional requirements)

The Condominium and Cooperative Acts set the minimum requirements for posting notices. This handout is only a guideline for the notice requirements for meetings in accordance with the Condominium and Cooperative Acts. Please refer to your association's documents for possible additional requirements.

<i>Type of Meeting</i>	<i>Type of Notice</i>	<i>Timing of Notice</i>	<i>Statutory Reference</i>
Board of Directors	Post conspicuously on condominium/cooperative property	48 Hours Prior (except in emergency)	718.112(2)(c), F.S. 719.106(1)(c), F.S.
Board of Directors To Consider Regular Assessments	Post conspicuously on condominium/cooperative property-must describe nature of assessments	48 Hours Prior (except in emergency)	718.112(2)(c), F.S. 719.106(1)(c), F.S.
Board of Directors to Consider Non-Emergency Special Assessments	Mail, deliver or electronically transmit to unit owners <b>and</b> post conspicuously on condominium/cooperative property (retain affidavit executed by person providing notice)	14 Days Prior	718.112(2)(c), F.S. 719.106(1)(c), F.S.
Board of Directors to Consider Rules Regarding Unit Use	Mail, deliver or electronically transmit to unit owners <b>and</b> post conspicuously on condominium/cooperative property (retain affidavit executed by person providing notice)	14 Days Prior	718.112(2)(c), F.S. 719.106(1)(c), F.S.
Annual Meeting	Mail, deliver or electronically transmit to unit owners <b>and</b> post conspicuously on condominium/cooperative property (retain affidavit executed by person providing notice)	14 Days Prior	718.112(2)(d), F.S. 719.106(1)(d), F.S.
Election	Mail, deliver or electronically transmit a first notice of election	60 Days Prior	718.112(2)(d), F.S. 719.106(1)(d), F.S.
	Mail, deliver or electronically transmit a second notice of election	No less than 14, no more than 34 Days	
Budget Meeting	Mail, deliver or electronically transmit to unit owners (retain affidavit executed by person providing notice)	14 Days Prior	718.112(2)(e), F.S. 719.106(1)(e), F.S.
Meeting to Consider Substitute Budget (when adopted budget exceeds 115% of previous year's assessments)	Mail, deliver or electronically transmit to each unit owner	Not less than 10 days, but within 30 days of receipt of written application	718.112(2)(e), F.S. 719.106(1)(e) 2., F.S.
Board meetings to suspend use rights/ voting rights.	Post conspicuously on condominium/cooperative property and after the imposition of the suspension, the board must notify the unit owner and, if applicable, the unit's occupant, licensee, or invitee by mail or hand delivery.	48 hour Prior	718.303, (4)&(5), F.S. 719.303, (4)&(5), F.S.
Committee Meetings (except a committee that does not take final action on behalf of the board or make recommendations regarding the budget, if exempted by the bylaws)	Same as for board meeting with similar agenda	Same as for board meeting with similar agenda	718.112(2)(c), F.S. 719.106(1)(c), F.S.
Fine or Suspension	Sent to the Unit Owner	14 Days Prior	718.303(3) F.S.

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES**

**NOTE:** These materials provide guidance for complying with the election procedures addressed by sections 718.112(2)(d) and 719.106(1)(d), Florida Statutes, and Rules 61B-23.0021 and 61B-75.005, Florida Administrative Code. If the association has adopted alternate election procedures, then it must follow those procedures as set forth in its bylaws.

***ELECTION CHECKLIST INSTRUCTIONS***

To use the *Election Checklist*, begin by filling in the date of the election at the bottom of the list. Then proceed by counting backwards 14 days, 35 days, 40 days and 60 days, to determine the latest date for completing each step of the election process according to the Condominium and Cooperative Acts. Do **NOT** count the election date. As you arrive at each date, write in the date next to its corresponding task. Your documents may require a longer period of time for notice of association meetings. The time frames listed below pertaining to the notices of an election and the annual meeting constitutes the **minimum** requirements under the Condominium and Cooperative Acts. As the association completes each step, place a check mark in the first column to indicate completion.

The items on the checklist indicate those activities that the Condominium and Cooperative Acts require prior to the election itself. Additionally, the association should allow ample time to have the notices and the ballots printed, buy and stuff envelopes, etc. We recommend that associations expand this *Election Checklist* to include other items. **Note:** If a majority of the total voting interests has voted in favor of amending the bylaws to provide for alternate voting and election procedures, then the association must follow the procedures set forth in its bylaws.

<b><i>ELECTION CHECKLIST</i></b>		
<input checked="" type="checkbox"/>	<b>Deadline - (fill in date)</b>	<b>Action Required</b>
		First notice of election must be mailed or delivered by today--not less than 60 days prior to the election.
		Written notices of candidacy must be submitted to the association by today--not less than 40 days prior to the election.
		Candidates must submit their information sheets by today if they wish to have them included with the second notice of election--not less than 35 days prior to the election.
		Second notice of election including the annual meeting notice, agenda, ballots, envelopes and any information sheets timely submitted must be mailed or delivered by today--not less than 14 days nor more than 34 days prior to the election.
		Election Day--same time and place as annual meeting

***ELECTION BROCHURE  
FOR CONDOMINIUM  
ASSOCIATIONS***

DEPARTMENT OF  
BUSINESS AND PROFESSIONAL REGULATION  
Division of Florida Condominiums, Timeshares and Mobile Homes  
2601 Blair Stone Road  
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Facsimile: (850) 488-7149

[www.myfloridalicense.com/condo](http://www.myfloridalicense.com/condo)



## **ELECTING YOUR BOARD OF ADMINISTRATION**

The board of directors for your condominium association must be elected by the process prescribed in Chapter 718, Florida Statutes, and Rule 61B-23.0021, Florida Administrative Code, unless your association has 10 or fewer units and has adopted an alternate election procedure in its bylaws (see *Alternate Election Procedures*, below). This brochure summarizes the process prescribed by the statutes and rules.

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.

Any vacancy on the board of administration caused by the expiration of a term must be filled by electing a new board member. The election must be held the same day and place as your association's annual meeting. Unless otherwise provided in the associations bylaws, the annual meeting and election shall be held within 45 miles of the condominium property. Proxies may not be used in these elections. Individuals are elected to the board by written ballot or voting machine. Ballots, envelopes and any other items used in the election process must be maintained among the association's official records for at least one year from the date of the election to which these items relate.

It is important to note that **nominating committees are prohibited** by statute. Search committees may be used to encourage individuals to run for the board, however, they have no authority to nominate candidates for the board. Candidates nominate themselves by giving notice to the association of their intent to run for the board (see *Notices of Intent*, below).

## **BOARD MEMBER TERM OF OFFICE IN CONDOMINIUMS**

The terms of all members of the board shall expire at the annual meeting and such board members may stand for reelection unless otherwise 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 otherwise provided in the bylaws, any remaining vacancies shall be filled by the affirmative vote of the majority of the directors making up the new board, even if there is less than a quorum or even 1 director. (This would be an appointment.)

### **CANDIDATE ELIGIBILITY**

A person must be eligible to serve on the board of directors at the time of the deadline for submitting a notice of intent to run (At least 40 days before the scheduled election), in order to have his or her name listed as a proper candidate on the ballot or to serve on the board.

In an association of more than 10 units, co-owners of a unit may not serve on the board at the same time unless they own more than one unit or there are not enough eligible candidates to fill the vacancies on the board at the time of the election.

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 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 that 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 a period of no less than 5 year.

### **ADVANCE NOTICE**

#### ***The First Notice of Election***

The first notice of election must be mailed, hand-delivered or electronically transmitted to each unit owner at least 60 days prior to the election and must contain the correct name and mailing address of the association. This notice should remind the unit owners that if they wish to run for election, they must submit their notices of intent, in writing to the association not less than 40 days prior to the election.

#### ***The Second Notice of Election***

The second notice of election must be mailed or delivered to the unit owners with the annual meeting notice and agenda not less than 14 days, and not more than 34 days, prior to the election/annual meeting and must be posted conspicuously on the condominium property at least 14 continuous days before the annual meeting. If an election is too occurred included with the second notices are the printed ballots, the envelopes for returning the completed ballots and any candidate information sheets that have been submitted to the board. (See Information Sheet and *Ballots and Envelopes* below).

## **NOTICES OF INTENT**

Any unit owner or other eligible person who desires to be a candidate for the board of administration must give written notice to the board not less than 40 days prior to the election. Written notice is effective when received by the association. Such notices of intent should be submitted to the association by one or more of the following methods: certified mail, return receipt requested, personal delivery, regular U.S. mail, facsimile or telegram. Upon receipt of a timely delivered notice by personal delivery the association must issue a receipt acknowledging delivery of the written notice.

## **INFORMATION SHEET**

Any candidate may submit a personal information sheet to the association not less than 35 days prior to the election. This sheet may not exceed one side of an 8½ x 11" sheet of paper and may contain information describing the candidate's background, education and qualifications as well as other factors deemed relevant by the candidate. The association must distribute copies of such sheets with the second notice of election. The information sheets may be printed on both sides of the page to reduce costs, if consented to in writing by the candidates involved, two or more candidate information sheets may be consolidated into a single page. The association may not edit, alter or otherwise modify the content of the information sheet. The original copy provided by the candidate becomes part of the official records of the association.

## **BALLOTS AND ENVELOPES**

The ballot must list all eligible candidates in alphabetical order by last name and must not indicate whether any candidates are incumbents. No write-in candidates are permitted. Additionally, the ballot must not have a space for the voter's signature. Except in an association where all units are not entitled to one whole vote (fractional voting) or where all units are not entitled to vote for every candidate (class voting), all ballot forms must be uniform in color and appearance. In the case of fractional voting all ballot forms utilized for each fractional vote must be uniform in color and appearance. If class voting is used, all ballot forms for a given class must be uniform in color and appearance.

When the second notice of election is given to the unit owners, the association must provide each unit owner with at least one outer envelope and with one inner envelope and one ballot for each unit owned by that owner. The inner and outer envelopes are for returning the completed ballots and ensuring secrecy in voting. Each smaller, inner envelope is to contain one completed ballot and is not to have any identifying markings on it. The larger, outer envelope is to be pre-addressed to the person or entity authorized to receive the ballots on behalf of the association. The outside of this envelope must have a place for the name of the eligible voter, the unit identification(s) and the voter's signature. Once the eligible voter completes the ballot the voter places it inside the inner envelope and seals it. The inner envelope is then placed inside the outer envelope and also sealed.

An owner of more than one unit may place several inner envelopes in a single outer envelope, but each inner envelope may contain no more than one ballot. The owner then writes the number(s) of his or her unit(s) and signs the outside of the outer envelope. The sealed envelope may either be mailed or hand delivered to the association. Once received by the association, no ballot may be rescinded or changed. Such envelopes received by the association are not to be opened until the election meeting.

Forgery of a ballot envelope used in a condominium association election or voting certificate is punishable as forgery pursuant to s. 831.01, F.S., (Forgery & counterfeiting).

It is important to note that, for a regular election, balloting is not necessary to fill any vacancy unless there are two or more eligible candidates for that vacancy. If there are not more candidates than vacancies, then, not later than the date of the scheduled election, the association must hold a meeting of the unit owners to announce the names of the new board members or notify the unit owners of the names of the new board members, or that one or more board positions remain unfilled, as appropriate under the circumstances. In the alternative, the announcement may be made at the annual meeting.

### **CONDUCTING YOUR ELECTION**

The election of the board members must take place the same day and place as the annual meeting. Your documents should indicate when your annual meeting is to take place. In condominiums, unless otherwise provided in the associations bylaws, the annual meeting and election shall be held within 45 miles of the condominium property. A quorum is not required to hold the election; however, at least 20 percent of the eligible voters must cast ballots in order for the election to be valid. The association must have additional blank ballots available at the election for distribution to eligible voters who have not yet voted. These ballots must be handled in the same manner as if previously submitted, using both the inner and outer envelope and signing the exterior of the outer envelope.

As the first order of business at the election meeting the ballots not yet cast are collected. All ballots, whether submitted prior to the election or turned in at the election must be handled by an impartial committee at the election meeting. The impartial committee, which is appointed by the board of directors, must not include current board members or their spouses, officers or their spouses or candidates for the board or their spouses. The committee must check the signature and unit identification on the outer envelope against a list of qualified voters. When the voter's name is found on the list, the voter's name is checked off as having voted. Any outer envelope not signed by someone on the list of eligible voters is marked "disregarded" and any ballots inside it are not counted. The business of the annual meeting may continue during this process.



The impartial committee may, but is not required to, check outer envelope information prior to the election meeting. Notice that the committee will meet for this purpose must be posted at least 48 hours in advance. The meeting must be open to all unit owners.

After all of the envelope information has been verified and the eligible voters' names checked off the roster, the outer envelopes may be opened. As soon as the first outer envelope is opened the polls must close and no more ballots may be accepted. The inner envelopes are first removed from the outer envelopes (that were not disregarded) and placed in a receptacle. Then the inner envelopes are opened and the ballots are removed and counted in the presence of the unit owners. Any inner envelope containing more than one ballot is marked "disregarded" and the ballots contained inside are not counted. All envelopes and ballots, whether disregarded or not, must be retained with the official records of the association.

### **TIE BREAKER**

In the event of a tie the association must conduct a runoff election for the candidates who tied unless the bylaws provide a different method for deciding tie votes. If a runoff election is required it must be held not less than 21 days or more than 30 days after the date of the election at which the tie occurred. Within seven days of the election at which the tie vote occurred the board must mail or personally deliver to the voters a notice of the runoff election. The notice must inform the voters of the date the runoff election is scheduled to occur, include a ballot conforming to the requirements of the regular election ballot and include copies of any candidate information sheets previously submitted by the candidates involved.

**All envelopes and ballots, whether disregarded or not, must be retained by the association for one year.**

### **ASSISTANCE IN VOTING**

Any individual who requires assistance to vote by reason of blindness, disability or inability to read or write may request the assistance of a member of the board of administration or other unit owner in casting the individual's vote. If the election is by voting machine any such voter before retiring to the voting booth may have assistance in identifying the specific vacancy or vacancies and the candidates for each. If a voter requests assistance, the voter and the assistant may both enter to the voting booth for the purpose of casting the vote according to the voter's choice.

### **ELECTRONIC VOTING**

Associations may elect to conduct elections and other membership votes through an internet-based online voting system according to the following terms:

Each member voting electronically must consent, in writing, to electronic voting.

The Association must provide each member with a method to:

- Authenticate the member's identity to the online voting system.
- Transmit an electronic ballot for board elections to the electronic voting system that ensures the secrecy and integrity of each ballot.
- Verify the authenticity of receipts sent from the electronic voting system.
- Confirm, at least 14 days before the voting deadline that the member's electronic device can successfully communicate with the online voting system.

In addition, the condominium association's online voting system must be able to:  
Authenticate the member's identity.

- Authenticate the validity of each electronic vote to ensure that the vote is not altered in transit.
- Transmit a receipt from the online voting system to each member who casts an electronic vote.
- Permanently separate any authentication or identifying information from an electronic ballot for board elections, rendering it impossible to tie a ballot to a specific member.
- Store and keep electronic ballots accessible to election officials for recount, inspection, and review purposes.
- A member voting electronically is counted as being in attendance at the meeting for purposes of determining a quorum, and for condominium associations, a quorum established based on members voting electronically is only limited to the issue specifically identified in the electronic vote.

### **ALTERNATE ELECTION PROCEDURES**

An association may use voting and election procedures different from those described in this brochure. This only applies to associations of 10 or fewer units. In order to adopt alternative election procedures, a majority of the total voting interests must first vote in favor of amending the bylaws to provide for alternate voting and election procedures. This vote may be by a proxy specifically delineating the different voting and election procedures. The alternate voting and election procedures may allow elections to be conducted by limited or general proxy.

### **BOARD MEMBER CERTIFICATION**

Within 90 days after being elected or appointed to the board, the board member must certify in writing to the secretary that he or she has read and understands the governing documents and will faithfully discharge his or her fiduciary responsibility. In lieu of this 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 a educational curriculum administered by a division-approved condominium educational provider within 1 year before or 90 days after the date of the 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.

Failure to do either of these two things mentioned above means that the director is suspended from service on the board until he or she complies.

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.

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

This brochure has been developed as an educational tool to aid associations in understanding the election processes outlined in the Condominium Act. **It is imperative that associations refer to the language found in the Condominium Act, and the Florida Administrative Code, as well as any requirements in the association's documents prior to beginning the election process.**

The statutory and rule language pertaining to condominiums may be found as follows:

CONDOMINIUMS

Section 718.112(2)(d), Florida Statutes

Section 718.128, Florida Statutes

Rule 61B-23.0021, Florida Administrative Code

# OFFICIAL RECORDS OF CONDOMINIUM ASSOCIATIONS

DEPARTMENT OF  
BUSINESS AND PROFESSIONAL REGULATION  
Division of Florida Condominiums, Timeshares and Mobile Homes  
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## **OFFICIAL RECORDS**

Section 718.111(12) of the Condominium Act and Rules 61B-22.002, 61B-22.003(3), 61B-23.002(5) and 61B-23.0021(13) of the Florida Administrative Code provide guidelines for the maintenance and inspection of the association's official records. Florida law requires that condominiums maintain the official records of the association within the state for at least 7 years. 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. However, such distance requirement does not apply to an association governing a timeshare condominium. Please refer to the back of this information sheet for a list of records the condominium associations must maintain, some of which must be maintained permanently.

## **INSPECTION**

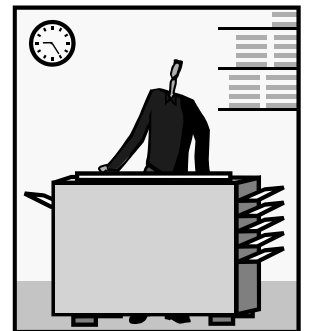


An association's official records must be open for inspection by each association member or the association member's authorized representative at all reasonable times. The records must be made available within ten (10) working days after the board or its designee receives a written request. This paragraph 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.

## **COPIES**

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 fee cannot be charged simply for the inspection of records. Reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying may be adopted by the association. The tenant of an association member's unit is authorized to inspect and copy (only) the bylaws and rules of an association.



In order to ensure the availability of association documents to unit owners and prospective purchasers, associations must maintain an adequate number of copies of the declaration of condominium, articles of incorporation, bylaws, rules and all amendments to those documents. In addition the year-end annual financial information and a current copy of "*Frequently Asked Questions and Answers*" sheet prepared as required by section 718.111(12)(a), Florida Statutes must be available for distribution upon request. The association may charge the actual cost of preparing and furnishing copies of these particular 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.

An association with 150 or more units that does not manage timeshare units must provide certain documents on the association's website (See 718.111(12)(g)F. S. for a list of documents required to be on the website)).

The website must be independently owned and operated by the association or operated by a third-party provider with whom the association has the right to operate a web page dedicated to the association's activities, notices, and records.

The association must provide an owner, upon request, with a username and password to the protected sections of the association's website that contain any notices, records, or documents that must be electronically provided.

In order to implement the website requirement, DBPR must include in its next condominium association annual fee statement a notice informing condominium associations of 150 or more units of the requirement to create a website for association documents that is operational no later than January 1, 2019.

## **DENIAL OF ACCESS**

An association must make its books and records available to a unit owner or the unit owner's designated representative within five working days of the owner's written request. If an association fails to provide requested records within ten working days after receipt of a written request, the association is presumed to have willfully failed to comply with the law. The association's noncompliance entitles the unit owner to seek actual or minimum damages. Section 718.111(12)(c), Florida Statutes provides for minimum damages of \$50 per calendar day, for up to ten days, beginning on the 11th working day after receipt of the written request. Such damages must be awarded by a court of law. A unit owner who prevails in court may also recover reasonable attorney's fees from the person in control of the records who knowingly denied access. The failure of the board to allow inspection of books and records constitutes a dispute for which a unit owner may either file a complaint with the Division or petition the Division for mandatory nonbinding arbitration.

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).

Destruction of any official record of a condominium association in furtherance of a crime is punishable as tampering with evidence pursuant to s. 918.13, F.S., (Criminal Procedure & Correction) or as obstruction of justice pursuant to s. 843.02, F.S., (Obstructing Justice).

## A PRACTICAL GUIDE TO REQUESTING BOOKS AND RECORDS

How does the typical owner go about requesting and accessing the books and records of the condominium association? Most associations have planned for and are ready to provide books and records to unit owners when they are requested for review. If your condominium association has established a set of rules and regulations addressing your right to inspect the books and records and the method required to access them, you should carefully read these regulations before making your request and follow them carefully.

In spite of your careful adherence to procedure, unforeseen problems may arise. It is always prudent to retain a record of your request in the event a misunderstanding or dispute arises at a later date as to whether or when your request was made. **Always put your request in writing.**



In order to establish at a later date that you actually made the request, you must be able to show that the appropriate parties actually received the request. There are two ways to accomplish this:

- 1) If you are on the property and you make your request directly to the management office, put the request in writing and present it to the person in charge of the office. Make two original requests and ask the person who accepts the request to sign and date both letters at the bottom or in the margin. Leave one letter with the person who signed for your request and take the other one with you for your files.
- 2) If you mail your request, mail it **certified return receipt requested**. Keep a copy of the letter with the return receipt for your files.

Be specific. Remember that most condominium associations are run like businesses. The management staff will need to understand in clear language what records you wish to review and whether you will want copies.

Specify the date and time you would like to conduct your review. The statute states that the association is required to make the books and records available at reasonable times. Reasonableness can be relative. For example, if the established hours for review end at 5:00 p.m. and you arrive at 4:00 p.m. to conduct a review that will take you past closing time, it may not be considered "reasonable" to expect office personnel to stay after working hours to accommodate you, unless that has been planned in advance. Rescheduling for the next day to complete the review may be the prudent thing to do.

Condominium managers and other office personnel are understandably cautious that records are only reviewed by those who are authorized. If you intend to have a relative, friend or business associate conduct a review for you, there are some basic measures that you may take to avoid misunderstandings:

- Notify the association in advance and in writing that your agent or representative will conduct the review.
- Clearly identify your agent or representative and state that he or she will present appropriate credentials upon arrival.

If you have done all of the above and still are not obtaining cooperation, you may file a complaint with the Division of Florida Condominiums, Timeshares and Mobile Homes at 2601 Blair Stone Road, Tallahassee, Florida 32399-1031. Again, be sure to include a clear explanation of your problem and copies of your documentation. The Division cannot enforce the provisions of Chapter 718, Florida Statutes unless it has evidence that a violation has occurred. **The Division cannot provide legal representation for you.** It does, however, have the authority to fine an association that has violated the statute, and it is authorized to order the association to provide access to the official records.



Another option, if you have not been permitted to review books and records to which you are entitled, would be to pursue mediation or mandatory, non-binding arbitration, as described in Section 718.1255 of the Condominium Act. The Division of Florida Condominiums, Timeshares and Mobile Homes maintain several brochures and booklets describing what is involved in filing a request for mediation or arbitration. Generally, for disputes regarding access to official records you are required to file a petition for mandatory non-binding arbitration before the dispute will be heard by a court. After the arbitrator issues a final order, you, or the association, may appeal in court within 30 days.

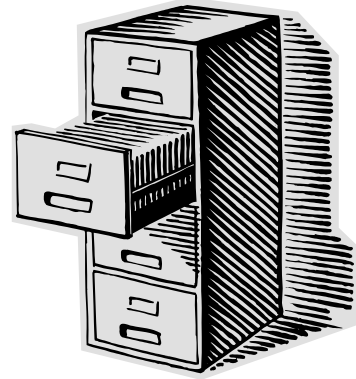
In most cases unit owners will not encounter problems with their requests to view books and records. In those few cases when problems do arise a clear knowledge of the applicable statutes and a methodical approach to the request will assist you in ensuring that your rights are observed.

***For more information, you may contact the Division of Florida Condominiums, Timeshares, and Mobile Homes at (850) 488-1122 or (800) 226-9101 or visit us on the web at [www.MyFloralicense.com/condo](http://www.MyFloralicense.com/condo)***



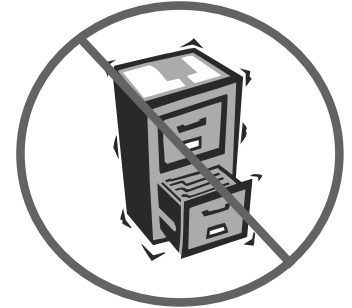
## THE OFFICIAL RECORDS OF AN ASSOCIATION MUST INCLUDE THE FOLLOWING ITEMS:

1. Copies of the plans, permits, warranties and other items provided by the developer **(PERMANENTLY MAINTAINED)**.
2. Copies of the recorded declaration for each condominium, articles of incorporation, bylaws and any amendments to them and the current rules of the association **(PERMANENTLY MAINTAINED)**.
3. Book containing minutes of all association, board and unit owner meetings. Minutes must be kept for at least seven years **(PERMANENTLY MAINTAINED)**.
4. Current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and if known, telephone numbers. The roster must also include the email addresses and facsimile numbers of those owners who have consented to receiving communications by these means.
5. 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.
6. All current insurance policies.
7. Current copy of any management agreement, lease or other contract under which the association is a party or the unit owners has an obligation or responsibility.
8. Bills of sale or transfer for all property owned by the association.
9. Accounting records for the association and separate accounting records for each condominium 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) Current statement of account for each unit owner including the unit owner's name, 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,
  - d) All contracts for work to be performed, including bids for work to be performed which must be maintained. Bids for Material, Equipment, or services.
10. Ballots, sign-in sheets, voting proxies and all other papers relating to voting by unit owners. These items must be kept for a period of 1 year from the date of the election, vote, or meeting to which the document relates.
11. All rental records when the association is acting as a rental agent.
12. Current *Questions and Answers* sheet.



13. Other written documents related to the operation of the association. The following are examples:
- Correspondence and other written communication from the Division,
  - Invoices for purchases made by the association,
  - Copies of all insurance records,
  - Audio and video recordings made by the board or a committee of the board at least until the minutes of the meeting recorded are approved.
14. A copy of the inspection report as required in s. 718.301(4)(p).

**THE FOLLOWING RECORDS ARE NOT ACCESSIBLE TO UNIT OWNERS:**



- Records prepared by or at the direction of an association attorney which reflects legal conclusions, strategies or legal theories and which were prepared for civil or criminal litigation or adversarial administrative proceedings until the conclusion of those proceedings.
- Certain information obtained by an association in connection with the approval of the lease, sale or some other form of transfer of a unit.
- Personnel records of association or management company employees, including, but not limited to disciplinary, payroll, health, and insurance records. For purposes of this 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.
- Medical records of unit owners.
- Social security numbers, driver’s 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. The following records are accessible by a unit owner:

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 requirement. Additionally, an owner may consent in writing to the disclosure of protected information described in this subparagraph.

Notwithstanding the restrictions in this paragraph, an association may print and distribute to parcel owners a directory containing the name, parcel address, and telephone number of each parcel owner. However, an owner may exclude his or her telephone number from the directory by so requesting in writing to the association.

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

# *PREPARING FOR A DISASTER*

*This Publication Was Prepared By:*

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION,  
DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES AND THE

**Department of Community Affairs, Division of Emergency Management**

## ***INTRODUCTION***

There are over 24,000 condominiums comprising approximately 1,600,000 units in the State of Florida, many bordering on the coast. This publication was designed to assist condominium associations with the preparation of a disaster plan. The first section of this publication was prepared by the Department of Community Affairs (DCA) to offer disaster-planning guidelines to condominium associations. The second and third sections were prepared by the Division of Florida Condominiums, Timeshares and Mobile Homes. Section II addresses the statutory provisions within the Condominium Act that relate to disaster preparedness. Section III provides suggestions for preparing *before* the disaster in order to operate the association efficiently *after* the disaster. A list of additional sources that may be beneficial in preparing a plan for the association can be found in Section IV at the end of this publication.

**THIS PUBLICATION IS NOT INTENDED TO BE A COMPLETE DISASTER PLAN. LOCAL EMERGENCY MANAGEMENT OFFICIALS ARE RESPONSIBLE FOR OVERALL DISASTER PREPAREDNESS IN THE COMMUNITY AND SHOULD BE CONSULTED REGARDING PREPARING FOR EMERGENCIES.**

- ◆ SHOULD YOU HAVE QUESTIONS REGARDING THE INFORMATION IN THIS BOOKLET PROVIDED BY THE DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES, PLEASE CONTACT THE DEPARTMENT’S CUSTOMER CONTACT CENTER AT THE FOLLOWING ADDRESS:

2601 Blair Stone Road Tallahassee, Florida 32399-1030

(850) 488-1122

Toll free (800) 226-9101 (Florida only)

Website: [www.myflorida.com](http://www.myflorida.com)

E-mail: [www.myfloridalicense.com/contactus](http://www.myfloridalicense.com/contactus)

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# **I Disaster Planning Guidelines for Condominium Associations**

## **(Prepared by the Department of Community Affairs, Division of Emergency Management)**

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### **THE PLANNING ROLE OF THE CONDOMINIUM ASSOCIATION**

Under the Condominium Act, the role of the condominium association is to operate the condominium for the health, safety, comfort, and general welfare of the unit owners. Along with the statutory powers granted to the board of directors is the implied responsibility to protect their employees, equipment, supplies, facilities, and unit owners from disaster events that threaten them. Toward this end, an emergency/disaster response and recovery plan is warranted. The plan should contain the procedures and provisions that the association would rely upon to protect employees, unit owners, and other resources during disaster/emergency situations.

The plan will tell how the association will accomplish the necessary actions to protect employees, unit owners, equipment, supplies, property, and facilities. It should include emergency telephone numbers, call down rosters, resources listings, maps, and charts, etc. The plan should include step-by-step procedures for cooperation with local governmental officials (i.e., emergency management officials) to

- (1) Notify/warn all affected persons,
- (2) Evacuate affected persons from association facilities,
- (3) Provide adequate shelter on site or in public shelter (if approved by emergency management officials),
- (4) Obtain mutual aid from other associations, businesses, etc.,
- (5) Report situations and request assistance from local emergency management officials, (6) communicate with employees and personnel who are working at different facilities.

### **THE PLANNING PROCESS**

The emergency/disaster response and recovery plan should be developed from a “planning process” that includes participation from all affected parties. The planning process should detail how the plan was developed. The first step in such a process should be to establish a working relationship with local emergency management officials to determine what the local disaster threats are and what the local community is doing to prepare itself. Once this first step is taken, the following planning process steps are recommended:

1. Research – Establish the situation base under which planning is to be accomplished. You cannot plan in a vacuum but must develop an in-depth knowledge of your community and association facilities prior to actual plan development. This is accomplished through collecting, analyzing, and applying data.
  - a. Review Existing Plans and Procedures – Before doing any planning, review existing plans, action checklists, vulnerability analysis, etc., to determine where there are deficiencies if any. Don’t reinvent the wheel.

- b. Vulnerability Analysis – The plan must be responsive to the hazards that may threaten the association. It is not sufficient to merely identify the hazards; you also should analyze the potential impact of these hazards on the Association.
- c. Identify Existing Resources – A compilation of the resources (both equipment and people) that the association has for meeting emergency situation requirements to help develop operational concepts.
- d. Capability Assessment – Assess the association’s capability to adequately protect its employees, unit owners, equipment, and facilities by measuring available resources and levels of training and disaster response experience against the potential needs as determined by the vulnerability analysis.

2. Planning Environment

- a. Demographics – How many employees does the association have? How many association operating locations? What kind of access does the association have to the public transportation network? What kind of barriers (rivers, roads, bridges, etc.) could impact on movement to/from locations?
- b. Resource Requirements – Examine resource deficiencies (people, equipment, etc.), and identify areas (financing, warning systems, etc.) which should be upgraded or changed to fit emergency response needs.
- c. A determination of disaster preparedness needs relative to association vulnerability and available assets should be made.
- d. An identification of disaster-related issues that the association is likely to encounter due to the uniqueness of the condominium form of ownership should be made.

3. Plan Development – With a solid base of information upon which to work, the individual(s) responsible for the plan should be ready to write the plan. At this stage, the planner should have a good idea of the specific activities that will need to be addressed in the plan and should have a sound concept of the procedures that need to be developed to protect employees and unit owners (warning/evacuation/sheltering), equipment (securing and dispersal), and facilities (taping/boarding of windows, sandbagging entrances, shutting down production, etc.) from the hazards that may threaten the association. Further, plan development should rely upon a team approach. That is: key service, department, and organization chiefs should be involved. Once you have completed the first draft, coordinate it with each division and department in the association. Also, ask the local emergency management officials to review it. Possibly the most important and most often overlooked task associated with plan development is coordination. Coordination implies cooperation and a willingness to share responsibility and a desire to solicit the input and constructive criticism of others.

Print and distribute the plan in sufficient numbers to meet the needs of the association. Also, provide copies to the local emergency management agency and, where appropriate, to the local service agencies, i.e., police, fire, public works, etc. Review/update the plan annually as major changes occur.

**HAZARD ANALYSIS**

In order to determine the emergency need of any community, knowledge of the types of hazards that might and do exist in that community is essential. Hazards that may affect condominiums in Florida will vary from location to location. For example, condominiums located in low-lying coastal areas are susceptible to wind and tidal surges, while those located inland are susceptible to wind as well as rain-induced flooding. Whatever the location, the basics of hazard analysis for the Association should include:

- Review of potential hazards.
- Identification of vulnerability.
- Identification of other factors which may compound the susceptibility of the Association to particular hazards, (i.e., inadequate flood drainage, seaward of the dune line, etc.)

- Identification of potential obstacles to evacuation (i.e., bridges, railroad crossings, low causeway approaches, etc.)
- Estimation of hazard impact on the association to determine the building's structural adequacy. Local insurance adjusters or construction engineers could do building and site evaluation.

The association may not have an expert to determine hazards or the association's vulnerability; however, such data is readily available. Frequently, local emergency management officials have identified the hazards relative to probability and/or location.

## **INFORMATION SOURCES:**

### ALL HAZARDS

- Local Emergency Management Agency
- Local Library
- Newspaper and Other Media
- Local Historical Society
- Regional Planning Councils
- Florida Department of Community Affairs,  
Division of Emergency Management

### FLOODING

- U.S. Army Corps of Engineers
- U.S. Geological Survey
- Florida Department of Environmental Protection
- Water Management District

### COASTAL EROSION

- Florida Department of Environmental Protection,  
Division of Beaches and Shores
- National Oceanic and Atmospheric Administration (NOAA),  
Coastal Programs Office
- U.S. Army Corps of Engineers

### CLIMATIC HAZARDS

- National Weather Service
- Public and Private Utilities

### FIRE HAZARDS

- Local Fire Department
- Florida Fire Marshall, Department of Insurance
- Florida Department of Agriculture and Consumer Services,  
Division of Forestry

### CHEMICAL HAZARDS

- Florida Department of Environmental Regulation
- U.S. Environmental Protection Agency

**A WORD OF CAUTION: THE OCCURRENCE, ABSENCE, OR SEVERITY OF HISTORICAL HAZARDS OR DISASTERS SHOULD NOT BE USED EXCLUSIVELY AS THE DISASTER PLANNING BASE.**

While major hurricanes may be infrequent in your area, this does not mean that the next storm to hit your locality will not produce disastrous results -- even if classified as minor.

## **EMERGENCY NEEDS**

After estimates have been made of potential hazard impacts on the association, the estimates must be translated into specific emergency programs or activities. Where the hazard analysis pointed out special problems, an organized preparedness and response effort by the association is needed. The following questions will assist you in determining emergency needs:

- What are the characteristics of the people who live in the Association's condominiums? Elderly or young? Seasonal or permanent residents?
- How many residents will require special assistance due to age, medical conditions, etc.?
- Are there cultural or ethnic groups which might have special needs?
- What preparations have been made to use the association as emergency shelter (i.e., sanitation, food, security, etc.)?
- What hazards will require your association to be evacuated?
- Is the association located on a barrier island accessible only by causeway? If so, are approaches to any causeways easily flooded?
- Does every resident know the location of the nearest public shelter and best route to the shelter?
- What is the attitude of association unit owners about various hazards such as hurricanes?
- What is the effect of a power outage on the primary means of communication and building evacuation (no elevator power)?
- Does the Association have a large amount of glass surface susceptible to high winds and flying debris?
- Will major roadways become overcrowded during emergency evacuation?
- Does your association have an emergency power source?
- If the association is inland out of a surge zone, is there a well-constructed building and safe "common" area or clubhouse that could be used as a shelter?

The extent to which answers to the above questions indicate potential problems will determine the emergency needs of the Association. Special programs of warning, evacuation, disaster awareness or sheltering might be required. In summary, emergency needs:

- Lets you know what to expect
- Prevents planning down blind alleys
- Gives you an incentive
- May indicate where preventative measures should be taken
- Creates awareness of new hazards
- Identifies the commitment the Association will require
- Indicates the type of help the Association will need

## **ASSOCIATION DISASTER PLAN**

The planning group or committee is the "traditional" vehicle from which citizen group disaster plans emerge. The key is that individuals who will be involved in emergency response are also involved in the planning for that response. It is suggested that such a committee for the association disaster plan include:

- Representative of the Board of Directors
- Floor or building representative(s)
- Association management representative
- Local emergency management official
- Fire department official

- Volunteer relief organization official
- Insurance representative
- Health department official
- Law enforcement representative
- Others as needed

Because planning starts with knowing what the association's problems are, the disaster committee should be involved in gathering the information discussed in the preceding sections. Next, the committee decides what type of plan would be most appropriate for the disaster needs of the association.

## **TELEPHONE ROSTER**

Telephone rosters are the simplest types of plans and this may be all that is needed by the association if local mechanisms to cope with potential hazards are in place. All you have to know is who to call to take care of particular emergencies.

A current telephone list of all names, addresses and phone numbers for Board of Directors, management and maintenance personnel, concessionaires, and emergency service agencies should be compiled. The list may also include organizations involved in counseling and advocacy, referral, legal assistance, debris removal and volunteer activities.

If you elect to go with this simplest of plans, you also might want to back it up with a resource list so you will know what is available, as well as who to call. An inventory of association owned supplies (i.e., vans, trucks, walkie-talkies, auxiliary generators, fire extinguishers, etc.) should be compiled and frequently updated. Unit owners with special skills (i.e., physicians, nurses, architects, and equipment operators) should be listed in the resource list to provide assistance during emergencies.

Under disaster conditions, telephones may be inoperative, so even the simplest of plans should have alternate communication systems to back them up. Therefore, the committee should consider using HAM or CB radios to supplement the primary system.

## **ACTION GUIDES/CHECKLIST**

Action guides and checklists are generally short (one/two page) sheets or cards designed to ensure that those responding to emergencies do a few basic things. For example, a hurricane action guide for the association may specify the following:

- Start each hurricane season with a hurricane awareness program
- Rehearse hurricane evacuation plan
- Provide for monitoring of NOAA Weather Radio
- Establish guidelines for the safe storage of cars and boats
- Check emergency power system and other emergency supplies

Action guides and checklists may also be developed for other hazards such as fire and hazardous materials spills.

## **COORDINATING PLANS**

A coordinating plan is generally aimed at defining the responsibilities of various groups or individuals under various emergency conditions. This type of plan is more comprehensive than the two previously discussed, and may include the following elements:

- Authorities or Legal backing
- Disaster classification
- Organization for emergency response
- Responsibilities
- Maps and floor plans
- Other supporting information

The decision to implement a coordinating plan will depend on the vulnerability of the association, the adequacy of plans of local agencies to deal with potential hazards, the attitude of the members of the association with regard to specific hazards, and the resources of the association.



## **POST-DISASTER RECOVERY**

The major ingredients for a speedy recovery following disasters are pre-disaster planning, availability of aid, public awareness and community involvement. Recovery from widespread disaster sometimes presents serious challenges to public agencies in stricken communities. The demands on government relief organizations may be overwhelming and new problems may arise for which no authority or procedures are defined. Therefore, the association should anticipate as many contingencies as possible that may be encountered during recovery from disasters and have procedures in place to deal with them. The following is a brief description of disaster recovery issues and activities that the association should plan for in advance.

## **INSURANCE**

The two basic types of coverage for unit owners are homeowners insurance, and flood insurance. A homeowner's policy is the standard coverage most people have. It is written in several formats and only covers water damage if the wind opens the roof, windows, or some other parts of the building. The homeowners' policy does not cover damage caused by water rising to a point where it seeps in around doors, windows, etc. This type of damage is covered by flood insurance. Consequently, unit owners in flood hazardous areas participating in the National Flood Insurance Program should purchase flood insurance to cover potential flood damage.

The association should also maintain adequate insurance coverage on common elements and should purchase endorsements to some items normally not covered by the basic building insurance. Some of these exclusions, which are among those usually held in common by the association, are as follows:

- Fences, property line walls, and seawalls
- Trees, shrubs or plants
- Outdoor equipment (i.e., TV antennas)
- Structures and other property located over water (i.e., piers)

The Board of Directors should review the association's documents for provisions relating to insurance and should inform unit owners about the form of insurance carried by the association. Unit owners should be advised to purchase additional coverage for personal property protection and for potential losses that may exceed the coverage purchased by the association. Unit owners should be instructed to keep policy numbers where they can be readily accessible in the event they must leave before an emergency/disaster situation or when reporting damages.

In addition, associations in flood-prone areas should become familiar with recent changes in the National Flood Insurance Program (NFIP). Some of the changes that went into effect in June 1982 are as follows:

- Deductibles on both building and content losses resulting from floods were raised from \$200 to \$500 each
- Eligible flood losses of jewelry, precious metals, art objects and similar items are now limited to \$250, down from the previous limit of \$500
- Replacement cost coverage is available only for primary unit owners; condominiums owned as second homes are covered for actual values only
- New buildings constructed over water or seaward of mean tide after October 1, 1982 are no longer eligible for flood insurance

Coastal Barrier and other protected areas are indicated on the Flood Insurance Rate Maps (FIRMS) with slash marks with the statement on the FIRM, "National Flood Insurance not sold in this area." Furthermore, effective October 1, 1983, structures built on coastal barriers designated, as "undeveloped" no longer qualify for flood insurance. Additionally, while buildings that exist or are under construction by October 1983 deadline still qualify, flood insurance for these properties will be good for one claim only. For instance, if a condominium in an area designated as "undeveloped" is substantially damaged by a hurricane, a claim could be filed. However, if the condominium is rebuilt, it could not qualify for flood insurance the second time because it is considered new construction built after 1983. If the policy has a lapse in coverage, another policy can not be purchased.

Additional information on flood insurance may be obtained from local insurance agents or by calling the National Flood Insurance Program (toll free 1-800-427-4661), or by contacting: Department of Community Affairs, Division of Emergency Management (National Flood Insurance Program), 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, (850) 413-9959.

## **DAMAGE DOCUMENTATION**

Timely disaster assistance to individuals and the entire community is based on information on property losses. Relief agencies will like to know the following:

- Amount and extent of property damage
- Number of people injured or killed
- Number of people needing food, clothing, shelter, medical and other assistance
- Cost of replacing or repairing damaged property
- Losses covered by insurance

Associations can speed up the assistance process by ensuring that the above data is collected quickly and accurately. Unit owners identified in the resource list (See page 5) as real estate brokers, insurance agents, construction engineers, etc. should be requested to assist in damage assessment and other information gathering activities. Also, a list of absentee owners along with their insurance agents would be useful in contacting these individuals and in collecting information on losses.

## **REPAIR OF COMMON PROPERTY**

Even though federal disaster grants are available for the repair of properties such as driveways, sidewalks, swimming pools, etc. owned by private non-profit organizations, condominium associations (albeit private and non-profit) are not eligible for the Small Business Administration (SBA) home disaster loan normally provided to individuals and businesses. Consequently, associations should work out alternative means of repairing damaged common properties before disaster strikes (i.e., insurance, dedication of roads to local governments, self-insurance, etc.).

## **IMPOSED LIMITS TO REPAIR**

Following a disaster, structures located below the line of mean high water cannot be rebuilt without the permission of Florida's Division of Beaches and Shores in the Department of Environmental Protection. Sometimes the Division may establish a field office in a disaster area or co-locate with other relief agencies in the Disaster Assistance Center and may authorize emergency permits for repairs of structures (i.e., stairs, walkways, decks, patios, etc.) in order to prevent further damage. However, permits will not be issued in the field office to rebuild where destruction is complete, or to create new lands or permanent major or minor structures that did not exist prior to the disaster.

Associations with property located in the areas under the jurisdiction of Florida's Division of Beaches and Shores should become familiar with the Division's procedures so that post-disaster repairs may be carried out without unnecessary delay.

## **DEBRIS REMOVAL**

Debris removal after a disaster could be a time-consuming unpleasant task; nevertheless, it is one chore that must be performed in order to get the association back to normal. Procedures should be established to address the following:

- Contracting for debris removal on common property
- Record-keeping on the cost of debris removal
- Purchase of insurance coverage for debris removal

## **CONCLUSION**

Effective December 18, 1981, SBA home disaster loans were no longer available for restoring secondary homes or for replacing their contents. As such, only owners of condominium units that serve as primary residences are eligible for the disaster home loans.

No one wants a disaster, but there can be some comfort in the fact that your association has prepared in advance. A written plan is a valuable piece of information that enables your association to respond effectively to emergencies. Furthermore, the plan provides a permanent record of decisions and acquired knowledge, thus eliminating dependence on individuals who may later move away from the association or who may no longer be employed by the association.

While the plan will not immunize your association from disasters, it will affect the outcome of emergency situations by reducing the amount of lost lives and property.

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## **II Statutory Provisions in the Condominium Act Relating to Disasters (Prepared by the Division of Florida Condominiums, Timeshares and Mobile Homes)**

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The first step in preparing a disaster plan is to review the condominium documents. The documents may either assist or hinder the effectiveness of a disaster plan. The following issues are addressed in the Condominium Act, and are presented in order to assist in preparing a disaster plan.

### **HURRICANE SHUTTERS**

In 1991, the legislature enacted an amendment to the Condominium Act, which became effective on April 1, 1992, requiring boards to adopt hurricane shutter specifications for each building in the condominium. The amendment requires the specifications to include factors such as color and style, as well as other factors that the board determines relevant. The specifications must also comply with applicable building code requirements. If unit owners want to install hurricane shutters that comply with the board's specifications, the board cannot refuse to approve the installation. Another amendment, which became effective on October 1, 1994, allows the board to use association funds to install and maintain hurricane shutters on or within common elements, limited common elements, units, or association property. Before the board can do this, however, the approval of a majority of the total voting interests in the condominium must be obtained. Upon such approval, the board must then determine whether the cost of the project will require the association to obtain competitive bids as required by the Condominium Act pursuant to §718.3026, F.S.

According to §718.113(5), F.S., if laminated glass, designed to function as hurricane protection and which complies with the applicable building code, has been installed the board may not install hurricane shutters. Pursuant to §718.115(1)(c), F.S., a unit owner who has previously installed this type of laminated glass, or who has previously installed hurricane shutters in accordance with the April 1, 1992, amendment, may receive a credit equal to the pro rata portion of the assessed installation cost assigned to each unit. However, the unit owner will still be responsible for the replacement, operation, repair, maintenance, and pro rata share of expenses for those hurricane shutters installed on common elements and association property by the board in accordance with the October 1, 1994, amendment.

The Condominium Act gives the board the irrevocable right of access to a unit when it is necessary to operate the shutters in order to prevent damage to the common elements or to a unit or units.

### **INSURANCE**

The Condominium Act, under §718.111(11), F.S., states:

- (a) A unit owner controlled association shall use its best efforts to obtain and maintain adequate property insurance to protect the association, the association property, the common elements, and the condominium property required to be insured by the association pursuant to paragraph (b). If the association is developer controlled, the association shall exercise due diligence to obtain and maintain such insurance. Failure to obtain and maintain adequate property insurance during any period of developer control shall constitute a breach of fiduciary responsibility by the developer-appointed members of the board of directors of the association, unless said members can show that despite such failure, they have made their best efforts to maintain the required coverage.

The declaration of condominium as originally recorded, or amended pursuant to procedures provided therein, may require that condominium property consisting of freestanding buildings where there is no more than one building in or on such unit need not be insured by the association if the declaration requires the unit owner to obtain adequate insurance for the condominium property. An association may also obtain and maintain liability insurance for directors and officers, insurance for the benefit of association employees, and flood insurance for common elements, association property, and units. Adequate insurance, regardless of any requirements in the declaration of condominium for coverage by the association for "full insurable value," "replacement cost," or the like, may include reasonable deductibles as determined by the board. An association or group of associations may self-insure against claims against the association, the association property, and the condominium property required to be insured by an association, upon compliance with §§ 624.460-624.488, F.S. A copy of each policy of insurance in effect shall be made available for inspection by unit owners at reasonable times.

- (b) Every hazard insurance policy issued or renewed on or after January 1, 2009, to protect a condominium building shall provide primary coverage for:
1. All portions of the condominium property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications;
  2. All alterations or additions made to the condominium property or association property pursuant to § 718.113(2), F.S.
  3. The coverage must exclude all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit. Such property and any insurance thereupon is the responsibility of the unit owner.

The foregoing is intended to establish the property or casualty insuring responsibilities of the association and those of the individual unit owner and does not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual unit owner. Beginning on January 1, 2009, the association shall have authority to amend the declaration of condominium, without regard to any requirement for mortgagee approval of the amendments affecting insurance requirements, to conform the declaration of condominium to the coverage requirements of this section.

- (c) A condominium unit owner's policy must conform to the requirements of § 627.714, F.S.

## **DOCUMENT PROVISIONS**

Insurance coverage and provisions should be adequately and clearly stated in the association's documents. Examples of insurance provisions the association may want to address in the documents include, but are not necessarily limited to, the following:

- 1) Description of the condominium and association property that is and is not covered under the association's policy.
- 2) Insurance Trustee -- The board may have the option of designating an Insurance Trustee, which may be a bank, trust company, attorney, or other person or entity that receives insurance proceeds for the benefit of the unit owners and/or respective mortgagees.
- 3) Distribution of Proceeds -- Describes under what conditions and how insurance proceeds will be distributed to or for the benefit of the unit owners and/or mortgagees.
- 4) Reconstruction or Repair after Fire or Other Casualty -- Describes provisions for determining whether or not the damaged property is to be reconstructed or repaired and how expenses are to be funded. This may also include provisions for condemnation.
- 5) Termination -- Addresses the requirements for termination and what happens when the condominium is terminated.

## **RESERVES**

The board may elect to establish reserve accounts for use in the event of a disaster. The funds should be restricted to disaster repairs, emergency supplies, and to compensate for deductibles and possible insufficiencies in insurance proceeds.

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## **III Miscellaneous Tips (Prepared by the Division of Florida Condominiums, Timeshares and Mobile Homes)**

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### **PREPARING FOR THE DISASTER**

While there is little that can be done to prevent a disaster from occurring, there are steps that can be taken prior to an emergency that will speed up the relief and recovery efforts.

### **INVENTORY OF ASSOCIATION DOCUMENTS**

Responding to a disaster will be delayed if documents essential to the decision making contain unworkable restrictions. For example, the declaration of condominium may provide for automatic termination of the condominium in the event the condominium becomes uninhabitable unless two-thirds of the voting interests vote to rebuild. In the aftermath of a disaster it is difficult to locate a sufficient number of members to hold a meeting in order to carry out the vote. If the documents require the appointment of an insurance trustee, and the association is unable to find a trustee, the association may find that insurers are unwilling to turn over insurance proceeds to the association. You should periodically review the condominium documents with your association attorney in order to ensure that your documents are up to date and will not encumber a recovery from a disaster. Copies of the association documents and/or a summary of pertinent provisions should be maintained at a second location away from the community. Among the documents that should be maintained are:

- (1) Articles of Incorporation of the association;
- (2) Declaration of Condominium;
- (3) Association By-Laws;
- (4) Rules and Regulations;
- (5) Amendments to the aforesaid items;
- (6) Insurance Policies
- (7) Construction Plans:
  - a. Architectural Plans and Specifications,
  - b. Engineering/Civil,
  - c. Engineering/Structural and Mechanical,
  - d. As-built drawings;
- (8) Owner Roster:
  - a. Record title owners,
  - b. Emergency contact information,
- (9) Bank Accounts, along with a list of authorized signatures;
- (10) Contracts: Maintenance and Operation  
All contracts should address cancellation in the event of the destruction of a community.
- (11) Employee Information:
  - a. Full Name,
  - b. Date of Birth,
  - c. Social Security Number,
  - d. Person to notify in event of an emergency.

### **VIDEO/PHOTOGRAPHIC RECORDS**

In addition to maintaining the information listed above, the association should create either a video or photographic record of the community and maintain a copy of the record off-site. All of these records should be updated periodically.

## **COMMUNICATION COORDINATOR**

Many communities are evacuated prior to a disaster. The association should identify person(s) to serve as a communications coordinator. The name, address, and phone number of this person should be provided to every owner so that, in the event of a disaster, when the ability to communicate with other owners or the board is disrupted, the communications coordinator can facilitate communication among residents of the community. The designated person may be a professional engaged by the association for that purpose. Regardless, every officer and director should be instructed to contact the communication coordinator within a fixed time period after the disaster occurs to provide an address and phone number where they can be reached. Efforts should be made to locate all owners. Additionally, the board should designate a location from which they will function in the event of a disaster.

## **SURVEY THE PROPERTY**

Depending on the nature and extent of the damage, it may be necessary to evacuate or shore-up a structure, obtain security to protect against criminal acts and/or prevent further damage. Photograph or videotape the storm damage.

## **CONTACT EMPLOYEES**

The communications coordinator should maintain a detailed list of all vital information and services utilized by the association. The coordinator should be provided with a list of all vendors, copies of all outstanding contracts and a list of professionals employed by the association (accountants, attorneys, insurance agents, etc.), as well as necessary information, e.g., copies of bank accounts, location of all association funds, including C.D.'s and/or other investments, insurance policies, and the names of the architect and engineer who designed the building. It may be necessary to suspend or cancel on-going contracts, such as pool and lawn services, following a disaster.

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## **IV Additional Sources**

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The following agencies may provide additional assistance:

### **Department of Elder Affairs**

4040 Esplanade Way  
Tallahassee, Florida 31399-7000  
Phone: (850) 414-2000  
FAX: (850) 414-2004  
WEBSITE: [www.myflorida.com](http://www.myflorida.com)  
E-mail: [information@elderaffairs.org](mailto:information@elderaffairs.org)

This agency has prepared "Disaster Preparedness Guide for Elders" that is available to the public.  
Department of Community Affairs

### ***Division of Emergency Management***

2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Phone: (850) 413-9900  
WEBSITE: [www.myflorida.com](http://www.myflorida.com)  
[www.floridadisaster.org](http://www.floridadisaster.org)

If a natural disaster occurs, this agency activates an emergency operations center. It can direct people to the appropriate agency for specific emergency questions.

**No resent updates.**

# A GUIDE TO PURCHASING A CONDOMINIUM

## DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION *Division of Florida Condominiums, Timeshares and Mobile Homes*

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### INTRODUCTION

Condominiums are a significant segment of the housing market in Florida. However, many prospective condominium purchasers are unaware of condominium concepts or the provisions of Chapter 718, Florida Statutes, the Condominium Act. The purpose of this pamphlet is to provide prospective purchasers with important information that should be considered prior to making a purchase.

### PART ONE: THINGS TO CONSIDER BEFORE PURCHASING A UNIT

A condominium is a form of real property consisting of condominium units and common elements. Units are the parts of the condominium property which are subject to exclusive ownership. Common elements are the portions of the condominium property not included in the units. Proportionate ownership of the common elements is an appurtenance to a unit, meaning that it comes with the purchase of a unit and cannot be divided from the unit. Each unit's share of ownership in the common elements is the same proportion by which the unit owner will share in the cost of operating the condominium. The condominium form of ownership, usually associated with high-rise buildings, may also be found in garden-style apartment buildings, row structures, semi-detached structures, single-family homes, mobile home parks, and recreational vehicle parks. A condominium may be residential, commercial, or a mixture of both.

The Condominium Act provides that an association, usually a not for profit corporation, is responsible for operating the condominium. The association's responsibilities include maintaining, repairing, and protecting the land and the facilities in the condominium such as swimming pools, tennis courts, elevators, etc. The condominium association is run by a board of directors, initially appointed by the developer, but ultimately turned over to unit owner elected directors.

The **declaration of condominium** is a document that describes the condominium property, the unit boundaries, the common elements, and other improvements. Reading this document will help you to understand what you will own when you purchase a condominium unit. A purchaser usually obtains ownership and exclusive possession of everything inside the unfinished interior surfaces of the walls, floors, and ceilings of the unit, including the interior partitions, cabinets, appliances, and fixtures. The land and structural parts of the building are usually common elements. The declaration will also provide for the maintenance responsibilities of the unit owners and the association.

Condominium life may require that you live in close proximity to your neighbors, abide by restrictions on the use of your unit and common elements, and that you be personally involved in the operation of your condominium association. In order to protect your investment, it is important to attend meetings to keep informed on the issues pertaining to the operation of the condominium.

You may purchase a condominium unit from a developer or from a private party. The Division does not regulate private parties. Keep the following in mind when purchasing a condominium unit from either a developer or a private party:

- What will be your ownership and voting rights in the association?
- What will be your percentage share of the common expenses?
- What are the restrictions on the use of the common elements and the unit?
- Are there any leases or contracts associated with the condominium association? If so, what are their terms?
- Do you understand all of the provisions of the documents?
- Exactly what items will you be personally responsible for maintaining?
- Is the condominium development completed? If not, how many units will eventually be added to the condominium development and what impact will they have on the use of the recreational amenities?
- What is the proposed schedule for adding units or amenities to the condominium?
- Does the developer have the option of not completing certain facilities or amenities?
- Does the association have a history of complaints by residents of the condominium?
- Is the association currently involved in litigation?
- Does the association carry adequate insurance?
- Is the condominium property well maintained?
- Has the association established reserve funds for future capital expenditures and deferred maintenance projects?
- If the condominium being created is by converting a previously occupied residential structure, what is the condition of the property and will major repairs be required in the near future?
- What is the history and reputation of the developer?
- What is the association's pet policy?
- Are there any restrictions on the selling or renting units?
- Are there any restrictions on the number of family members or guests who may occupy a unit?

Answers to many of these questions can be found in the "condominium documents." These documents include the **declaration of condominium, articles of incorporation of the association, bylaws of the association, and the Frequently Asked Questions and Answers Sheet.** The developer is required to file these documents with the Division of Florida Condominiums, Timeshares and Mobile Homes, prior to offering units for sale. The developer is required to give each purchaser a complete set of the condominium documents. Once you sign a purchase agreement and receive the documents from the developer, you have 15 days in which to cancel your purchase. **Read these documents thoroughly before you purchase a condominium unit, and not later than the expiration of the 15 day cancellation period.** It is for your protection and to your advantage to carefully read and understand the condominium documents. If you are purchasing from a private party rather than a developer, the cancellation period expires three days from the date you sign the purchase agreement.

## PART TWO: THE PURCHASE

### Reservation Deposits

A reservation program allows a developer to "test the market" in order to make a decision to construct a condominium project. Prior to construction, the developer may enter into a reservation agreement with prospective purchasers. The reservation agreement is not a binding contract since it allows either the developer or the purchaser to back out at any time. The developer is not required to construct the property. Any reservation deposit must be fully refunded upon the written request of the purchaser or the developer.



## Sales Deposits

If you are purchasing a condominium unit in which the construction, furnishing, or landscaping of the property is not substantially complete, The Condominium Act requires that deposits up to 10 percent of the sales price must remain in an escrow account with an independent escrow agent. Deposits in excess of 10 percent of the purchase price may be used in the actual construction of the condominium, **if so provided by the purchase contract.**

For example, in the sale of a condominium unit priced at \$100,000, only \$10,000 of the sales deposit must remain in the escrow account. The remainder of the sales deposit may be used in the actual construction of the property. You should check your purchase contract to determine whether your complete sales deposit is protected.

Listed below are key condominium documents, along with a brief explanation of what these documents should address:

- **Declaration of Condominium**

The declaration of condominium is one of the most important condominium documents as it is the document that creates the condominium (when it is recorded in the official records of the county in which the condominium is located). Some of the issues addressed in the declaration include: membership and voting rights of unit owners; the manner of sharing in the common expenses, common surplus, and ownership of the common elements; the maintenance responsibilities of the association and of the unit owners; identification of the units; use restrictions; the manner in which alterations may occur within the condominium; insurance requirements of the association and of the unit owners; rights of the developer during the period of construction and the sale of units; and procedures for amending the declaration.

- **Articles of Incorporation**

The association's articles of incorporation address: the purpose of the articles, the powers granted to the association, the rights of members, the number of directors and officers, an indemnification clause for directors and officers, and procedures for amending the articles.

- **Bylaws**

The association bylaws address items such as: the type, frequency, and location of meetings; meeting notice requirements; powers and duties of the association; duties of officers and directors; procedures for amending the bylaws; use restrictions; financial reporting and other pertinent information.

- **Estimated Operating Budget**

The estimated operating budget provides detailed estimates of various common expenses that are to be shared by the unit owners. The budget also includes significant information regarding future capital expenditures and deferred maintenance projects such as: roof replacement, building painting, pavement resurfacing, and other future expenditures in excess of \$10,000.

- **Receipt for Condominium Documents**

Remember that your **purchase agreement with the developer may be cancelled up to 15 days after the date that the purchase agreement is executed and the date you receive the condominium documents, whichever is later.**

The developer will ask you to sign a receipt for condominium documents. Be sure you have actually received all the documents listed on the receipt. If you are purchasing from a private party, you are entitled to copies of the declaration of condominium, the articles of incorporation, the bylaws, the most recent financial reporting information and the condominium governance form, at the seller's expense. (The governance form can also be found on the Division's web page at <http://www.myfloridalicense.com/dbpr/lsc/documents/CondoGovernanceFormMaster06252010.pdf>)

- **Frequently Asked Questions and Answers Sheet**

This document provides a summary of any leases or other covenants and restrictions, affecting the operation of the condominium and association.

- **Prospectus**

A developer is required to provide purchasers a prospectus if the condominium consists of more than 20 residential units, or 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 units. The prospectus summarizes some of the major points detailed in the condominium documents. Read the required disclosure documents to make sure that all the obligations and restrictions contained in the documents are understood.

INSTRUCTIONS FOR FILING  
A CONDOMINIUM / COOPERATIVE COMPLAINT

Submitting your complaint on a "Condominium / Cooperative Complaint" form legibly printed or typed all of the information you supply on the form may expedite the processing of your complaint.

Please attach any copies of documentation you have that may support your complaint. Such documentation may include: condominium documents, minutes of meetings, budgets, financial reports or statements, canceled checks, and statements from other unit owners corroborating one or more of your allegations. Any documentation you submit with the complaint will become part of the division's file.

Please make sure you sign the complaint form in the space provided. If you wish, you can attach the signatures of other persons who may wish to join in on your complaint, to assist in expediting the investigation of your complaint.

Please understand that the complaint and any documentation that you attach are a matter of public record. Accordingly, any person may inspect the case file and may obtain copies of any of the materials in the file. The division cannot protect the anonymity of your identity.

The division can investigate only alleged violations of the provisions in Chapter 718, Florida Statutes, and Chapters 61B-15 through 61B-24, Florida Administrative Code, pertaining to condominiums, and Chapter 719, Florida Statutes, along with Chapters 61B-75 through 61B-79, Florida Administrative Code, pertaining to cooperatives. As a result, the division does not generally investigate issues involving:

- Maintenance of the common elements or common areas,
- Alterations or additions to the common elements or common areas,
- Violations of the condominium (or cooperative) documents.

The division does not investigate issues involving:

- Contractual disputes;
- Criminal matters;
- Discrimination pertaining to age, race, special needs, et cetera; and Internal disputes (for example, most issues involving noise, pets, and parking).

PLEASE COMPLETE THE COMPLAINT FORM AS FOLLOWS:

Enter your name, mailing address, and telephone number(s).

Indicate with a check mark whether your complaint is against the developer of your condominium or cooperative, or against your association. Enter the name of that party, followed by the name of the developer's principal officer or the association's president, as applicable, followed by that party's address and telephone number, if known.

State whether you have notified the party against whom the complaint is filed of the issue(s) involved. If so, state how you provided such notification.

Identify the date that the declaration of condominium was recorded in the public records of the county in which the condominium is located, if known. In the case of a cooperative, identify the date the association was incorporated. Insert "unknown" if you do not know this date.

Check in the appropriate space to indicate whether the purchaser unit owners have elected at least a majority of the members of the board of administration (i.e., whether the developer has turned over control of the association).

If you have retained an attorney regarding this complaint, please indicate whether it is permissible for the division to contact your attorney. If so, please provide the attorney's name, address, and telephone number.

If you and/or your attorney have filed a lawsuit pertaining to the issue(s) in this complaint, please so indicate and attach copies of the complaint to the court and any other pertinent documents (e.g., pleadings, orders, et cetera). Additionally, please indicate whether a petition for a Declaratory Statement and/or Mandatory Non-binding Arbitration has been filed with the division regarding your allegations. Your response will assist the division in resolving your complaint.

Please include a short and plain statement of each issue you wish the division to review.

**EXAMPLE:** "The association has refused to allow me to inspect the minutes of the board meeting held on October 26, 1999."

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES

CONDOMINIUM / COOPERATIVE COMPLAINT

*INSTRUCTIONS: To expedite your complaint it is helpful if this form is typewritten or legibly printed and each question answered fully. If available, attach supporting or clarifying documents and items pertaining to the issues listed in this complaint.*

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Unit No. \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home telephone number (\_\_\_\_) \_\_\_\_\_

Business telephone number (\_\_\_\_) \_\_\_\_\_

E-mail address \_\_\_\_\_

Complaint filed against: \_\_\_ DEVELOPER \_\_\_ ASSOCIATION

Name \_\_\_\_\_

If Developer list principal officer \_\_\_\_\_

If Association list president \_\_\_\_\_

Mailing address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business telephone number (\_\_\_\_) \_\_\_\_\_

Has the above been notified of the issues in this complaint? \_\_\_ YES \_\_\_ NO

If yes, what was the method of notification? \_\_\_\_\_

Date declaration of condominium was recorded in public records:

\_\_\_\_ / \_\_\_\_ / \_\_\_\_ County \_\_\_\_\_

If a cooperative, date articles of incorporation were filed with the Secretary of

State: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Have purchaser unit owners elected a majority of the members to the Board of Administration? \_\_\_ YES \_\_\_ NO



This form should be signed and submitted to:

Division of Florida Condominiums, Timeshares and Mobile Homes  
2601 Blair Stone Road  
Tallahassee, Florida 32399-1031.

Upon submission, this form and all information contained herein, fall within the provisions of Chapter 119, Florida Statutes, and Florida's Public Record Law. Accordingly, any person may inspect the case file and may obtain copies of any of the materials in the file.

I hereby request the Division of Florida Condominiums, Timeshares and Mobile Homes to review the violation(s) herein alleged. I understand that the division may take action on this complaint pursuant to the provisions of Section 718.501, or as applicable Section 719.501, Florida Statutes. I further understand that the division does not represent me or my private interests, and that any action taken by the division will be on behalf of the State of Florida. My signature below certifies the authenticity of this complaint.

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Signature of Complainant

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Name of Condominium / Cooperative

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Date

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Name of Association

# Department of Business and Professional Regulation

[www.myfloridalicense.com](http://www.myfloridalicense.com)

## AVAILABLE FROM THE DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES

Chapter 718, Florida Statutes, The Florida Condominium Act and Chapters 61B-15 through 24, 45 and 50, Florida Administrative Code.

Chapter 719, Florida Statutes, The Florida Cooperative Act and Chapters 61B-75 through 79, Florida Administrative Code.

Chapter 720, Florida Statutes, The Florida Homeowners Association Act and Chapters 61B-80, 81 and 85, Florida Administrative Code.

Chapter 721, Florida Statutes, The Florida Vacation Plan and Timesharing Act and Chapters 61B-37 through 41, Florida Administrative Code.

Chapter 723, Florida Statutes, The Florida Mobile Home Act and Chapters 61B-29 through 32 and 35, Florida Administrative Code.

### **E-MAIL:**

Please send your comments and/or questions to [call.center@myfloridalicense.com](mailto:call.center@myfloridalicense.com) or you may also contact the Department by completing our contact form online at: <http://www.myfloridalicense.com/contactus/>. In order to better serve you, please include your daytime phone number in your email message

Statutes and other information concerning the division are available on the World Wide Web at: [www.myfloridalicense.com/dbpr/lsc/index.html](http://www.myfloridalicense.com/dbpr/lsc/index.html)

### **Phone:**

For additional information concerning the Condominium or Cooperative Acts, condominium and cooperative unit owners may contact our Customer Contact Center (CCC) at **1-800-226-9101** (Florida Only) or **850-488-1122**. The CCC hours of operations are Monday- Friday, 8 AM - 6 PM Eastern Time. For a quicker response from a DBPR representative, the best times during the day to call are between the hours of 8 AM to 10 AM Eastern Time or 4:30 PM to 6 PM Eastern Time.

DBPR provides a toll-free number for unlicensed activity complaints at 1.866.532.1440.

### **Preparing for a Disaster**

Florida Division of Emergency Management at: [www.floridadisarter.org](http://www.floridadisarter.org) or 850-815-4000.



### **Online:**

Businesses and consumers can perform functions such as search for information on a licensee or apply for a license at: [www.myfloridalicense.com](http://www.myfloridalicense.com).

### **Mail:**

Department of Business and Professional Regulations  
2601 Blair Stone Road  
Tallahassee, FL 32399-1031

### **Media Inquiries:**

Contact the Office of Communications at 850.922.8981 or e-mail:  
[communications@myfloridalicense.com](mailto:communications@myfloridalicense.com).

## **DBPR ONLINE SERVICES ANNUAL FEE PAYMENT**

The Department has created an on-line system for making annual fee payments that will accept credit cards and electronic checks.

Visit this link to create an account which will allow you to view and pay your annual billing statement fees online.

[www.myfloridalicense.com/condo](http://www.myfloridalicense.com/condo)

### **Professionals and businesses can also find helpful information at the:**

Department of State: [www.dos.state.fl.us](http://www.dos.state.fl.us)

Department of Revenue: [www.dor.myflorida.com/dor](http://www.dor.myflorida.com/dor)

Small Business Development Centers: [www.floridasbdc.com](http://www.floridasbdc.com)

Agency for Workforce Innovation: [www.floridajobs.org](http://www.floridajobs.org)

Enterprise Florida: [www.eflorida.com](http://www.eflorida.com)

### **Some professionals may be licensed through another state agency, including:**

Department of Financial Services: [www.fldfs.com](http://www.fldfs.com)

Department of Agriculture and Consumer Affairs: [www.doacs.state.fl.us](http://www.doacs.state.fl.us)

Department of Health: [www.doh.state.fl.us](http://www.doh.state.fl.us)

### **For additional information on the Governor's initiatives and other state agencies visit:**

[www.myflorida.com](http://www.myflorida.com)

The Department of Business and Professional Regulation was established pursuant to Chapter 20.165, Florida Statutes.

Revised January 2018