



Division of Florida Condominiums,
Timeshares, and Mobile Home
(only Q&As related to condominiums are included)

Frequently Asked Questions

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1. What items are considered official records of the association?

A copy of the plans, permits, and warranties provided by the developer; a photocopy of the recorded declaration of condominium and recorded bylaws, and amendments to both; a certified copy of the articles of incorporation; a photocopy of the cooperative documents; a copy of the current rules of the association; minutes of all meetings for the past 7 years; a current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers; current insurance policies; current copy of any management agreements, leases or other contracts; bills of sale; accounting records; records of all receipts and expenditures; a current statement of account for each unit; all financial reporting statements; all contracts and bids for work to be performed; ballots, sign-in sheets, and voting proxies up to one year; all rental records, if the association is acting as agent for the rental of units; a copy of the current question and answer sheet; a copy of the inspection report; and, all other records relating to the operation of the association. For a complete list of items, please review the following statutory cites:

Condominium: Section 718.111(12), F.S. and Rule 61B-23.002(7), F.A.C.
Cooperative: Section 719.104(2), F.S.

2. Can the board charge me a set or flat fee for copies of official records that I have requested?

Chapters 718 and 719, Florida Statutes, do not provide a flat fee for copies of the official records. However, upon inspecting the records of the association, a unit owner may obtain copies, at the reasonable expense, if any, of the unit owner. Further, the association must maintain an adequate number of copies of the declaration, articles of incorporation, bylaws, and rules, and all amendments to the foregoing, as well as the question and answer sheet and, in the case of condominium associations, year-end financial information, on the condominium and cooperative property to ensure their availability to unit owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the documents.

Condominium: Section 718.111(12)(c), F.S., and Rule 61B-23.002(7)(c), F.A.C.
Cooperative: Section 719.104(2)(c), F.S.

3. My association is involved in a lawsuit and has spent a considerable sum of money on legal fees. Unit owners have asked the board to allow them to review the records, but the board says they do not have the right to see such records. Are there any records of the association that should not be accessible to unit owners?

Unit owners do not have access to the following records: 1) until the conclusion of the case, any record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy or legal theory, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings; 2) information obtained in connection with the approval of the lease, sale, or other transfer of a unit; and 3) medical records of unit owners. Additionally, condominium unit owners do not have access to: 4) personnel records of association employees; 5) social security numbers, driver's license numbers, credit card numbers, emergency contact information, and any addresses of a unit owner other than as provided to fulfill the association's notice requirements; 6) any electronic security measure that is used by the association to safeguard data, including passwords; and 7) The software and operating system used by the association which allows 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. For a complete list of items, please review the following statutory cites:

Condominium: Section 718.111(12)(c)1-7, F.S.
Cooperative: Section 719.104(2)(c)1-3., F.S.

4. What can I do if the association refuses to allow me to inspect official records of the association?

The records of the association must be made available to a unit owner within 5 working days after receipt of a written request by the board or its designee. If the association fails to properly allow access to the records, a complaint may be filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes.

The failure of an association to provide the records within 10 working days after receipt of a written request will create the presumption that the association willfully failed to comply. A unit owner who is denied access to official records is entitled to the actual damages or minimum damages. Minimum damages will be \$50 per calendar day up to 10 days, the calculation to begin on the 11th working day after receipt of the written request. In addition, the failure of the association to permit inspection of the association records entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records. If a unit owner seeks to collect statutory damages from the association, the dispute should be filed for mandatory arbitration under section 718.1255, Florida Statutes. An appeal to the courts may follow the arbitration proceeding.

Condominium: Section 718.111(12)(b)&(c), F.S.
Cooperative: Section 719.104(2)(b)&(c), F.S.

5. Where do the official records of the association have to be maintained?

The official records of the association must be maintained within the state. In condominiums the official records must be made available to a unit owner within 45 miles of the condominium property or within the county in which the condominium property is located within 5 working days after receipt of a written request by the board or its designee. The association may comply by having a copy of the official records of the association available for inspection or copying on the cooperative, condominium, 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.

Condominium: Section 718.111(12)(b), F.S.
Cooperative: Section 719.104(2)(b), F.S.

6. Am I entitled to a copy of our association's previous budgets?

Accounting records for the association are a part of the official records of the association, and must be maintained for at least seven years. The official records of the association must be made available to a unit owner within five working days after the receipt of a written request by the board or its designee. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the association member.

Condominium: Section 718.111(12), F.S.
Cooperative: Section 719.104(2), F.S.

7. Does the law require me to give the association a key to my unit? And, does the association have the right to allow a pest control company access to my unit?

Chapters 718 and 719, Florida Statutes, do not specifically address the issues of providing keys to the association or access by the association for pest control. However, the association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association or as necessary to prevent damage to the common elements or to a unit. You may wish to review the documents of the association for clarification.

Condominium: Sections 718.111(5) and 718.113(1), F.S.
Cooperative: Section 719.104(1), F.S.

8. Does the board have the right to enter a unit in order to make sure that the hurricane shutters are properly secured?

The condominium board may operate hurricane shutters without the permission of the unit owner only where such operation is necessary to preserve and protect the condominium property. Further, the condominium or cooperative association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, and replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration, or as necessary to prevent damage to the common elements or to a unit or units.

Condominium: Sections 718.113(5), and 718.111(5), F.S.
Cooperative: Not addressed in Chapter 719, F.S.

9. Can the unit owners stop the board from hiring a management company?

The operation of the association will be governed by the articles of incorporation, if the association is incorporated, and the bylaws of the association. You may wish to review the association's documents to determine whether the unit owners or the board has the right to approve hiring a management company.

Chapters 718 and 719, Florida Statutes, do not require the association to hire a manager. However, the Florida Administrative Code, states that if a condominium board of directors chooses to employ a manager, it must only employ a licensed community association manager where licensure is required by section 468.431, Florida Statutes.

Condominium: Section 718.112(1), F.S., and Rule 61B-23.001(4), F.A.C.
Cooperative: Section 719.106(1)(a)1., F.S.

10. May the association pay a board member for his or her services as a board member?

Unless otherwise provided in the bylaws of the association, the members of the board will serve without compensation. However, if compensated, a board member may require licensure as a community association manager in accordance with Chapter 468, Florida Statutes.

Condominium: Section 718.112(2)(a) 1., F.S.
Cooperative: Section 719.106(1)(a) 1., F.S.

11. Does the association have the authority to sue on behalf of the unit owners, even if the unit owners aren't in favor of bringing suit?

The condominium association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. The condominium association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all unit owners concerning matters of common interest to most or all unit owners. The cooperative association's powers and duties include those provided in Chapter 719, Florida Statutes, the articles of incorporation, bylaws, and Chapters 607 and 617, Florida Statutes, as applicable.

Condominium: Section 718.111(3), F.S.
Cooperative: Section 719.104(10), F.S.

12. I sent a letter to the board asking it to force an adjacent unit owner to abide by association rules. The board failed to respond to my letter and refuses to take my telephone calls. What can I do?

When a unit owner files a written inquiry by certified mail with the board, the board must respond in writing to the unit owner within 30 days of receipt of the inquiry. The Division does not have jurisdiction over this particular matter in unit owner controlled condominium associations. Condominium unit owners may wish to seek the advice of an attorney.

Condominium: Section 718.112(2)(a)2., F.S.
Cooperative: Section 719.106(1)(a)2., F.S.

13. How much can a board fine a unit owner for a rule violation?

If the cooperative documents so provide, the association may levy reasonable fines against a unit owner for failure to comply with any provision of the cooperative documents or reasonable rules of the association. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, provided that no such fine shall in the aggregate exceed \$1,000. No fine may become a lien against a unit. Condominium associations may levy fines in the above manner, even if the condominium documents do not provide for such fines.

Condominium: Section 718.303(3), F.S.
Cooperative: Section 719.303(3), F.S.

14. Is there a procedure that an association must follow before levying a fine?

A fine can not be levied except after the association has provided the unit owner with reasonable notice and an opportunity for a hearing before a committee of other owners. If the committee does not agree with the fine, the fine may not be levied.

Condominium: Section 718.303(3), F.S.
Cooperative: Section 719.303(3), F.S.

15. How does an association amend its bylaws?

The method used to amend the bylaws should be located within the bylaws of the association and should be consistent with the provisions of Chapter 718 or 719, Florida Statutes. If the bylaws fail to provide a method of amendment, the bylaws may be amended if the amendment is approved by the owners of not less than two-thirds of the voting interests. Proposals to amend existing bylaws must contain the full text of the bylaws to be amended; new words must be inserted in the text underlined, and words to be deleted must be lined through with hyphens. If the change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw ___ for present text."

Condominium: Section 718.112(2)(h), F.S.
Cooperative: Section 719.106(1)(h), F.S.

16. When does an amendment to the bylaws become effective?

Amendments to condominium bylaws become effective when they are recorded in the public records of the county where the declaration of condominium is recorded.

Condominium: Section 718.112(1)(b), F.S.
Cooperative: Not addressed in Chapter 719, F.S.

17. Can the association charge me \$100 to lease a unit?

This type of charge is generally referred to as a transfer fee. If an association is required by its documents to approve the transfer (sale, mortgage, lease, etc.) of a unit, the association may charge a fee, if a fee for such approval is provided for in the condominium or cooperative documents. The maximum charge allowable is \$100 per applicant, and no charge may be made on renewals with the same lessee or sublessee.

Condominium: Section 718.112(2)(i), F.S.
Cooperative: Section 719.106(1)(i), F.S.

23. What are the powers and responsibilities of the board of administration?

The powers and responsibilities of the board of administration are described in Chapters 718 and 719, Florida Statutes (FS), and, except as expressly limited or restricted by Chapters 718 and 719, FS, those described in the declaration, articles of incorporation, bylaws and Chapters 607 and 617, as applicable. The board of administration administers the affairs of the association, sets policy, assures proper property maintenance, and may appoint committees to manage various affairs of the condominium or cooperative property. Directors have a fiduciary relationship with the unit owners, and must use the highest degree of good faith in placing the interests of the unit owners above their own personal interests.

Condominium: Sections 718.111(2)-(13) and 718.112(2)(a), F.S.
Cooperative: Sections 719.104(1)-(10) and 719.106(1)(a), F.S.

24. What happens when a board member who is in attendance at a board meeting fails to cast his or her vote on a matter brought before the board for a vote?

A director of the association who is present at a board meeting at which action on any corporate matter is taken is presumed to have assented to the action taken unless he or she votes against such action or abstains from voting. A director who abstains from voting on any action taken on any corporate matter is presumed to have taken no position with regard to the action. A vote or abstention for each member present must be recorded in the minutes of the meeting.

Condominium: Section 718.111(1)(b), F.S.
Cooperative: Section 719.104(8)(b), F.S.

25. Board members often gather socially for dinner. Is this considered a board meeting if condominium matters are being discussed?

A condominium board meeting is defined as any gathering of the members of the board of directors, at which a quorum of the members is present, for the purpose of conducting association business. Meetings of the board must be properly noticed and the unit owners have the right to attend the meeting.

Condominium: Rule 61B-23.001(1)(a), F.A.C.
Cooperative: Not defined in Chapter 719, F.S.

26. Is there a time limit in which the board must make the minutes of a board meeting available to unit owners?

There is no time limit provided by Chapters 718 or 719, Florida Statutes, for the association to reduce the minutes of a meeting to writing. One may refer to the documents of the association for clarification.

Condominium: Not defined in Chapter 718, F.S.
Cooperative: Not defined in Chapter 719, F.S.

27. We have not been able to conduct board meetings, as we do not have enough board members to make up a quorum. No one is interested in serving on the board. What do we do?

If an association fails to fill vacancies on the board sufficient to constitute a quorum in accordance with the bylaws, any unit owner may apply to the circuit court for the appointment of a receiver to manage the affairs of the association. A receiver will have the same powers and duties as the board and will serve until the vacancies are filled sufficient to constitute a quorum. However, at least 30 days prior to applying to the circuit court for a receiver, the unit owner must mail to the association by certified mail or personal delivery, as well as to all unit owners, and post in a conspicuous place on the condominium property, a notice of the intended action and give the association the opportunity to fill the vacancies. In cooperatives, the unit owner must mail to the association, and post in a conspicuous place on the cooperative property, a notice of the intended action and give the association the opportunity to fill the vacancies. If the association fails to fill the vacancies and a receiver is appointed, the association will be responsible for the receiver's salary, court costs, and attorney's fees.

Condominium: Section 718.1124, F.S.
Cooperative: Section 719.1064, F.S.

28. Isn't the board required to provide unit owners with board meeting notices?

Notice of all board meetings along with the agenda must be posted conspicuously on the condominium or cooperative property at least 48 hours prior to the meeting, except in an emergency. However, notice of board meetings in which non-emergency special assessments or amendment to rules regarding unit use,

will be considered must be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium or cooperative property not less than 14 days prior to the meeting.

Condominium: Section 718.112(2)(c), F.S.
Cooperative: Section 719.106(1)(c), F.S.

29. Does a unit owner have the right to speak on items not included on the agenda of a meeting?

Chapters 718 and 719, Florida Statutes, provide for the right of unit owners to speak at board and unit owner meetings with reference to all agenda items. However, these chapters do not address the unit owner's ability to speak to items not on the agenda. (The association may adopt written reasonable rules governing the frequency, duration, and manner of unit owner statements at meetings.)

Condominium: Section 718.112(2)(c), F.S. and Rule 61B-23.002(9), F.A.C.
Cooperative: Section 719.106(1)(c), F.S.

30. Does a unit owner have the right to record a board meeting?

Condominium unit owners have the right to tape record or videotape board meetings subject to the following restrictions: (1) the only audio and video equipment and devices which unit owners may use is equipment which does not produce distracting sound or light emissions; (2) if adopted in advance by the board or unit owners as a written rule, (a) audio and video equipment must be set up before the meeting starts, (b) anyone videotaping or recording a meeting cannot move about the meeting room, and (c) unit owners must give advance notice to the board if they intend to videotape or tape record a meeting. Cooperative unit owners have the right to tape record or videotape board meetings subject to restrictions (2)(a) and (b) listed above.

Condominium: Section 718.112(2)(c), F.S., and Rule 61B-23.002(10), F.A.C.
Cooperative: Section 719.106(1)(c), F.S. and Rule 61B-75.004, F.A.C.

31. Is it proper for a board meeting to be conducted over the telephone?

When any of the board members meet by telephone conference, those board members may be counted toward obtaining a quorum and may vote by telephone. A telephone speaker must be used so that the conversation of those board members attending by telephone may be heard by the board members attending in person, as well as by any unit owners present at the meeting.

Condominium: Section 718.112(2)(b)5., F.S.
Cooperative: Section 719.106(1)(b)5., F.S.

32. How are committees formed? Do unit owners have the right to attend committee meetings?

Committees are appointed by the board, or a member of the board, in order to take action on behalf of the board, make recommendations to the board regarding the association's budget, or other matters deemed necessary by the board. A committee is made up of a group of board members, unit owners, or board members and unit owners. A committee meeting is defined as a gathering of committee members in which a quorum of its members are present. Unit owners have the right to attend and observe committee meetings. However, a committee meeting with the association's attorney with respect to proposed or pending litigation is exempt from open meeting requirements. The association bylaws may also provide meeting restrictions for certain committee meetings that do not take final action on behalf of the board or make recommendations to the board regarding the budget. (Note: The Florida Administrative Code does not address how a cooperative committee is formed.)

Condominium: Section 718.112(2)(c), F.S. and Rule 61B-23.001(1)(b) & (2), F.A.C.
Cooperative: Section 719.106(1)(c), F.S.

33. I would like to know how a vacancy on the board should be filled.

The association should follow the provisions in the association's bylaws to fill vacancies on the board. If the bylaws are silent, then any vacancy occurring on the board prior to the expiration of a term, except in the case of a vacancy caused by recall, may be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. In its discretion, the board can decide to hold an election to fill the vacancy.

Condominium: Section 718.112(2)(d)8., F.S.
Cooperative: Rule 61B-75.005(13), F.A.C.

34. What is the length of a board member's term?

The term of all members of a condominium board expire at the annual meeting. If the bylaws permit staggered terms of no more than 2 years, and upon approval of a majority of the total voting interests, the association board members may serve 2-year staggered terms. All members of a cooperative board are elected at the annual meeting, unless the bylaws provide for staggered terms or for their election at another meeting.

Condominium: Section 718.112(2)(d)1., F.S.
Cooperative: Section 719.106(1)(d), F.S.

35. May candidates for the board of administration engage in campaigning for an election?

Chapters 718 and 719, Florida Statutes, do not address the issue of campaigning for elections. You may review the documents of the association to determine if they address this issue. The statutes do, however, provide that candidates may submit a candidate information sheet to the board to be included with the second notice of election that must be provided to the unit owners. The information sheet can include the candidate's background, education, and qualifications, as well as other factors deemed relevant by the candidate.

Condominium: Section 718.112(2)(d)3., F.S.
Cooperative: Section 719.106(1)(d)1., F.S.

36. If an association has the same number of candidates as there are vacancies on the board, do they need to hold an election?

If the number of vacancies equals or exceeds the number of candidates, an election is not required.

Condominium: Section 718.112(2)(d)3., F.S.
Cooperative: Section 719.106(1)(d)1., F.S.

37. Is an association permitted to use proxies in the election of directors?

Proxies may not be used in electing the board in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. However, condominium associations of 10 or fewer units and cooperative associations may, by the affirmative vote of a majority of the total voting interests, provide for different voting and election procedures in its bylaws, which vote may be by a proxy specifically delineating the different voting and election procedures. The different voting and election procedures may provide for elections to be conducted by limited or general proxy.

Condominium: Section 718.112(2)(d)3., & ,8., F.S.
Cooperative: Section 719.106(1)(d)1., F.S.

38. How do we remove a board member from the board who we feel is acting improperly?

Any member of the board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. Ten percent of the unit owners may petition the board for a special meeting to consider removing a board member or members. However, please note that recalls by written agreement have a higher success rate because the procedures are easier. You may find our publication "Recall Procedures from A-Z: A Beginner's Guide" helpful. You may access it on our website at

<http://www.myfloridallcense.com/dbpr/lsc/ARB/LSCMHArbitrationNews.html>.

You may also access a sample form for a written recall agreement, under the "Forms" link on our division's home page.

Condominium: Section 718.112(2)(j), F.S., and Rules 61B-23.0026, 61B-23.0027, and 61B-23.0028, F.A.C.
Cooperative: Section 719.106(1)(f), F.S., and Rules 61B-75.006, 61B-75.007, and 61B-75.008, F.A.C.

39. What happens if a board chooses to not certify a recall?

The board must file a petition for arbitration with the division within five full business days after adjournment of the board meeting at which the board determined not to certify the recall. At this point,

the unit owners who voted at the recall meeting or who executed the agreement in writing will constitute one party under the petition for arbitration. The division will appoint an arbitrator who will make the final decision as to the effectiveness of the recall. If the arbitrator certifies the recall, the recall will become effective upon the mailing of the final order of arbitration to the association. You may find our publication "Recall Procedures from A-Z: A Beginner's Guide" helpful. You may access it on our website at <http://www.myfloridalicense.com/dbpr/lsc/ARB/LSCMHArbitationNews.html>.

You may also access a sample form for a written recall agreement, under the "Forms" link on our division's home page.

Condominium: Section 718.112(2)(j)3, F.S. and Rules 61B-23.0027 and 61B-23.0028, F.A.C.
Cooperative: Section 719.106(1)(f)3, F.S. and Rules 61B-75.007 and 61B-75.008, F.A.C.

40. As a unit owner, do I have the right to attend a budget meeting?

As a unit owner, you should receive at least 14 days advance notice of the budget meeting along with a copy of the proposed annual budget either by mail, personal delivery, or electronic transmission.

Condominium: Section 718.112(2)(e), F.S.
Cooperative: Section 719.106(1)(e)1, F.S.

41. As a unit owner, why are my rights restricted as to the use of my individual unit and the common elements?

Restrictions on the use of both the individual unit and the common elements help to preserve the best interest of all unit owners. Your association documents should detail any restrictions such as types of window coverings, pets, rentals, parking and the number of unit occupants.

Condominium: Section 718.112(3)(b), F.S.
Cooperative: Section 719.106(2)(b), F.S.

42. What is the notice requirement for the annual meeting?

The board must give written notice, including an agenda, by mail, personal delivery, or electronic transmission to each unit owner at least 14 days before the annual meeting of the unit owners. The board must also post a notice of the meeting in a conspicuous place on the property at least 14 continuous days before the meeting.

Condominium: Section 718.112(2)(d)2., F.S.
Cooperative: Section 719.106(1)(d), F.S.

43. Is my association required to hold regular meetings on a monthly basis?

Chapters 718 and 719, Florida Statutes, require every association to hold an annual meeting of the members and a budget meeting. There is no requirement in Chapters 718 or 719, Florida Statutes, for regular meetings of the unit owners or the board of directors. However, the documents of the association should be reviewed for any such requirements.

Condominium: Section 718.112(2)(d), F.S.
Cooperative: Section 719.106(1)(d), F.S.

44. What is the difference between a general proxy and a limited proxy, and when are they used?

In the absence of the voting interest, a general proxy allows a proxyholder to vote however he or she sees fit on any matter that may be undertaken at a specific unit owner meeting. General proxies may be used for matters for which limited proxies are not required. A limited proxy lists the issues that a proxyholder may cast a vote for on behalf of a voting interest, and instructs the proxyholder on how to vote on those issues. Limited proxies are used for votes taken to waive or reduce reserves, votes taken to waive financial statement requirements, amend the declaration, articles of incorporation or bylaws, and for any other matter for which a vote of the unit owners is required. A proxy form may grant a proxyholder both general and limited powers. Limited and general proxies may be used to establish a quorum. The division has available a Sample Limited Proxy Form, known as DBPR Form CO 6000-7.

Condominium: Section 718.112(2)(b)2., & 3., F.S., and Rule 61B-23.002(5), F.A.C.
Cooperative: Section 719.106(1)(b)2., & 3., F.S.

45. Can a unit owner mail in a vote or vote by proxy in the election of the board of administration?

The members of the board must be elected by written ballot or voting machine. Proxies can not be used in electing the board of directors; however, a condominium association of 10 or fewer units or a cooperative association may, by the affirmative vote of a majority of the total voting interests, provide for different voting and election procedures in its bylaws. The different voting and election procedures may provide for elections to be conducted by limited or general proxy.

Condominium: Section 718.112(2)(d), F.S.
Cooperative: Section 719.106(1)(d), F.S.

46. What decisions of the association require a unit owner vote?

Unit owner decisions are required for votes taken to waive or reduce reserves; use reserves for other purposes; elect directors by ballot; amend the declaration; amend the articles of incorporation or bylaws; recall board members; adopt a substitute budget; materially alter and/or substantially add to the association property; terminate the condominium; extend a developer guarantee; convey title to property; waive financial reporting; and cancel certain contracts. Other unit owner votes may be required by the association's documents.

Condominium: Sections 718.112(2)(b)2, 718.112(f)2, 718.112(2)(j), 718.113(2)(a), 718.115(1)(d)1, and 718.117(1), F.S.
Cooperative: Sections 719.1055(1), 719.106(1)(b)2, 719.106(1)(e)3, 719.106(1)(h), and 719.106(1)(j)2, F.S.

47. Who adopts the condominium or cooperative association's annual budget, unit owners or the board of directors?

The condominium and cooperative laws do not specify who must approve the budget. Your governing documents should specify who must approve the budget.

Condominium: Section 718.112(2)(e), F.S.

Cooperative: Section 719.106(1)(e), F.S.

48. Is there a limit to the amount a condominium or cooperative association may increase the budget each year?

The law does not provide limits to the amount an association may increase the budget each year. However, if the board adopts a budget in which assessments exceed 115 percent of assessments for the previous fiscal year, 10 percent of the unit owners may petition for a unit owner meeting in order to adopt an alternative budget.

Condominium: Sections 718.112(2)(g) and 718.112(2)(e)2, F.S.

Cooperative: Sections 719.106(1)(g), and 719.106(1)(e)2.-5, F.S.

49. Can the board use money from our reserve fund to pay for unexpected repairs to the condominium or cooperative property not covered by the reserve fund?

Reserve funds and any interest accruing must remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the association.

Condominium: Section 718.112(2)(f)3, F.S.

Cooperative: Section 719.106(1)(j)3, F.S.

50. What is the difference between a regular assessment and a special assessment?

Regular assessments are the fees collected from condominium or cooperative unit owners for payment of common expenses in accordance with the budget. Regular assessments may be collected not less frequently than quarterly. Special assessments are assessments levied against unit owners other than the assessments required by the annual budget. Special assessments may be collected less frequently than quarterly, or may be spread out over a number of periods.

Condominium: Sections 718.103(1) and (24), F.S.

Cooperative: Sections 719.103(1) and (23), F.S.

51. How are special assessments approved?

The governing documents should specify whether the board or the unit owners may approve special assessments. The condominium and cooperative laws do not address whether unit owners or the board must approve special assessments; however, they do provide minimum noticing requirements for meetings to consider special assessments.

Condominium: Sections 718.116(10) and 718.112(2)(c), F.S.

Cooperative: Sections 719.108(9) and 719.106(1)(c), F.S.

52. Can the condominium or cooperative association charge interest on assessment fees even if it is not provided for in the governing documents?

Yes. Assessments and installments on them that are not paid when due, bear interest at the rate provided in the association documents, from the due date until paid. If a rate is not provided in the declaration or cooperative documents, interest will accrue at the rate of 18 percent per year.

Condominium: Section 718.116(3), F.S.
Cooperative: Section 719.108(3), F.S.

53. Can the association suspend a unit owners' voting rights because the unit owner is late in paying assessments?

Condominium associations may suspend the right of a unit owner to vote, if the unit owner is more than 90 days delinquent in any financial obligation due to the association. This action may be taken at a board meeting. Cooperative associations cannot suspend the voting rights of the unit owners.

Condominium: Section 718.303(5), F.S.
Cooperative: Section 719.105(1)(a), F.S.

54. If I win a lawsuit against the association, can I recover attorney fees and assessment fees that I paid the association to defend the lawsuit?

A condominium or cooperative unit owner prevailing in an action between the association and the unit owner, in addition to recovering reasonable attorney's fees, may recover additional amounts as determined by the court to be necessary to reimburse the unit owner for his share of assessments levied by the association to fund its litigation expenses.

Condominium: Section 718.303(1), F.S.
Cooperative: Section 719.303(1), F.S.

55. Does the condominium or cooperative association have to accept my check for late assessments?

An association must accept all payments for assessments, including those that are late. Any delinquent payment received by the association must be applied to any interest accrued, then to any administrative late fees, then to any costs or reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

Condominium: Section 718.116(3), F.S.
Cooperative: Section 719.108(3), F.S.

56. Does an association have to give notice to an owner before it forecloses on a unit for unpaid assessments?

Yes. No foreclosure judgment may be entered until at least 30 days after the condominium association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least 30 days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of the lien is recorded, are paid before the entry of a final judgment of foreclosure, the association will not recover attorney's fees or costs. For cooperative associations, notice requirements are not specifically addressed in Chapter 719, Florida Statutes, however, liens may be foreclosed by manner as foreclosure of a mortgage on real property.

Condominium: Section 718.116(6)(b), F.S.
Cooperative: Section 719.108(5), F.S.

57. Can the condominium or cooperative board put a lien on an owner's unit if the owner doesn't pay a fine?

No.

Condominium: Section 718.303(3), F.S.
Cooperative: Section 719.303(3), F.S.

58. Can the board of administration use association funds to purchase gifts for condominium or cooperative board members?

The purchase of gifts for board members or anyone else from association funds is not a valid common expense unless the association bylaws provide for such to be a common expense.

Condominium: Section 718.115(1)(a), F.S.
Cooperative: Section 719.107(1)(a), F.S.

59. Can the board charge condominium or cooperative unit owners to use the common elements?

The association may not charge a use fee against a unit owner for the use of the common elements or association property unless otherwise provided for in the association documents or by a majority vote of the association or unless the charges relate to expenses incurred by an owner having exclusive use of the common elements or association property.

Condominium: Section 718.111(4), F.S.
Cooperative: Section 719.104(5), F.S.

60. Does the board have to hire the company that prepares the lowest bid?

No. The condominium or cooperative association is not required to accept the lowest bid.

Condominium: Section 718.3026, F.S.
Cooperative: Section 719.3026, F.S.

61. Is our board required to obtain competitive bids before hiring a lawyer?

Condominium or cooperative associations are not required to obtain competitive bids when hiring an attorney, for contracts with employees of the association, accountant, architect, community association manager, timeshare management firm, engineering, or landscape architect services.

Condominium: Section 718.3026(2), F.S.
Cooperative: Section 719.3026(2), F.S.

62. Is it true the cost of bundled services for internet and cable television service is a common expense, whether or not I use the service?

These services are common expenses if the declaration so provides or if the condominium or cooperative association contracts with a service provider. Any contract must provide that any hearing impaired or legally blind unit owner who does not occupy a unit with a non-hearing impaired or sighted person, or any unit owner receiving supplemental security income under Title XVI of the Social Security Act or food assistance administered by the Department of Children and Family Services may discontinue the cable or video portion of the service without incurring disconnect fees or subsequent service fees. Although a common expense, this expense may be apportioned equally to the units.

Condominium: Section 718.115(1)(d), F.S.
Cooperative: Section 719.107(1)(b), F.S.