

Select Year:

The 2017 Florida Statutes

Title XL
REAL AND PERSONAL PROPERTY

Chapter 720
HOMEOWNERS' ASSOCIATIONS

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

(1) An estoppel certificate may be completed by any board member, authorized agent, or authorized representative of the association, including any authorized agent, authorized representative, or employee of a management company authorized to complete this form on behalf of the board or association. The estoppel certificate must contain all of the following information and must be substantially in the following form:

- (a) Date of issuance:
- (b) Name(s) of the parcel owner(s) as reflected in the books and records of the association:
- (c) Parcel designation and address:
- (d) Parking or garage space number, as reflected in the books and records of the association:
- (e) Attorney's name and contact information if the account is delinquent and has been turned over to an attorney for collection. No fee may be charged for this information.
- (f) Fee for the preparation and delivery of the estoppel certificate:
- (g) Name of the requestor:
- (h) Assessment information and other information:

ASSESSMENT INFORMATION:

1. The regular periodic assessment levied against the parcel is \$ per (insert frequency of payment).
2. The regular periodic assessment is paid through (insert date paid through).
3. The next installment of the regular periodic assessment is due (insert due date) in the amount of \$.
4. An itemized list of all assessments, special assessments, and other moneys owed on the date of issuance to the association by the parcel owner for a specific parcel is provided.
5. An itemized list of any additional assessments, special assessments, and other moneys that are scheduled to become due for each day after the date of issuance for the effective period of the estoppel certificate is provided. In calculating the amounts that are scheduled to become due, the association may assume that any delinquent amounts will remain delinquent during the effective period of the estoppel certificate.

OTHER INFORMATION:

6. Is there a capital contribution fee, resale fee, transfer fee, or other fee due? (Yes) (No). If yes, specify the type and amount of the fee.
7. Is there any open violation of rule or regulation noticed to the parcel owner in the association official records? (Yes) (No).

8. Do the rules and regulations of the association applicable to the parcel require approval by the board of directors of the association for the transfer of the parcel? (Yes) (No). If yes, has the board approved the transfer of the parcel? (Yes) (No).
9. Is there a right of first refusal provided to the members or the association? (Yes) (No). If yes, have the members or the association exercised that right of first refusal? (Yes) (No).
10. Provide a list of, and contact information for, all other associations of which the parcel is a member.
11. Provide contact information for all insurance maintained by the association.
12. Provide the signature of an officer or authorized agent of the association.

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

(2) An estoppel certificate that is hand delivered or sent by electronic means has a 30-day effective period. An estoppel certificate that is sent by regular mail has a 35-day effective period. If additional information or a mistake related to the estoppel certificate becomes known to the association within the effective period, an amended estoppel certificate may be delivered and becomes effective if a sale or refinancing of the parcel has not been completed during the effective period. A fee may not be charged for an amended estoppel certificate. An amended estoppel certificate must be delivered on the date of issuance, and a new 30-day or 35-day effective period begins on such date.

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

(4) If an association receives a request for an estoppel certificate from a parcel owner or the parcel owner's designee, or a parcel mortgagee or the parcel mortgagee's designee, and fails to deliver the estoppel certificate within 10 business days, a fee may not be charged for the preparation and delivery of that estoppel certificate.

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

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

(7) If estoppel certificates for multiple parcels owned by the same owner are simultaneously requested from the same association and there are no past due monetary obligations owed to the association, the statement of moneys due for those parcels may be delivered in one or more estoppel certificates, and, even though the fee for each parcel shall be computed as set forth in subsection (6), the total fee that the association may charge for the preparation and delivery of the estoppel certificates may not exceed, in the aggregate:

- (a) For 25 or fewer parcels, \$750.
- (b) For 26 to 50 parcels, \$1,000.
- (c) For 51 to 100 parcels, \$1,500.
- (d) For more than 100 parcels, \$2,500.

(8) The authority to charge a fee for the preparation and delivery of the estoppel certificate must be established by a written resolution adopted by the board or provided by a written management, bookkeeping, or maintenance contract and is payable upon the preparation of the certificate. If the certificate is requested in conjunction with the sale or mortgage of a parcel but the closing does not occur and no later than 30 days after the closing date for which the certificate was sought the preparer receives a written request, accompanied by reasonable documentation, that the sale did not occur from a payor that is not the parcel owner, the fee shall be refunded to that payor within 30 days after receipt of the request. The refund is the obligation of the parcel owner, and the association may collect it from that owner in the same manner as an assessment as provided in this section. The right to reimbursement may not be waived or modified by any contract or agreement. The prevailing

party in any action brought to enforce a right of reimbursement shall be awarded damages and all applicable attorney fees and costs.

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

History.—s. 7, ch. 2008-240; s. 3, ch. 2017-93.

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DATE

Via email (ONLY)

Email Address.

NAME.

ADDRESS.

RE: Eagle Lake Homeowners Association, Inc. / Estoppel Certificate
Property Address.

Dear REQUESTER NAME

This letter is in response to your request for an estoppel certificate for the above property.

General Information

Date Requested:	DATE.	Date of Issuance:	September 29, 2017
Current Owner:	OWNER NAME.		
Unit Address:	UNIT ADDRESS.		
Parking Space No.:	PARKING.		
Delinquency:	Yes / No	Presently in Collection:	Yes / No
Estoppel Valid Through:	30 DAYS FROM ISSUANCE IF EMAIL / 35 DAYS IF MAIL.		
Name of Requestor:	Name of Requester.		

Assessment Information

Regular Assessment:	Amount of Assessment.
Period Incurred:	Monthly / Quarterly / Annually
Due Date for Next Assessment:	Due Date
<u>Current Amount Due:</u>	<u>\$</u> AMOUNT DUE See attached ledger for itemized breakdown.
Additional Charges to be Incurred During Effective Period	<u>\$</u> Charges Next 30 Days See attached ledger for itemized breakdown.

Total Estoppel Fee Charged:	\$Estoppel Fee.
Base Estoppel Fee: (no delinquency)	\$250.00
Delinquent Estoppel Surcharge: (added to base fee)	ADD?
Expedited Estoppel Surcharge: (preparation within three business days)	ADD?

Other Information

Capital Contribution or Transfer Fee Due?	[YES / NO, TYPE, AMOUNT DUE]		
Pending Violations?	[YES / NO] [REASON] [AMOUNTDUE]		
Approval Required for Transfer?	YES / NO	If yes, Status:	Choose an item.
Right of First Refusal?	YES / NO	If yes, Status:	Choose an item.

Contact Information

Other Applicable Associations (Is there a Master or Sub-Association):

- Name: Click here to enter text.
- Address: Click here to enter text.
- Phone: Click here to enter text.

Association's Insurance Carriers:

- Name: Click here to enter text.
- Address: Click here to enter text.
- Phone: Click here to enter text.

- Name: Click here to enter text.
- Address: Click here to enter text.
- Phone: Click here to enter text.

All checks must be made payable to Eagle Lake Homeowners Association, Inc. and mailed to MAILING ADDRESS Should you have any questions, please feel free to contact my office.

NOTE: We also ask that a copy of the recorded deed be supplied to the Association in order to update their records for future billings.

NOTICE: The undersigned is a debt collector attempting to collect a debt owed to the Association. Any information obtained will be used for that purpose.

Unless you notify us within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, we will assume the debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of us in writing within 30 days after receiving this notice, we will provide you with the name and address of the original creditor if different from the current creditor.

Sincerely,
NAME
Enclosures