

Differences Found Within Florida's Condominium, Cooperative, and HOA Acts

Area	Condominium	Cooperative	Homeowners Association
Board Meeting Notice Requirements			
Regular	§718.1 12(2)(c), F.S.: Posted conspicuously on condominium property at least 48 continuous hours preceding the meeting except in an emergency.	§719.106(1)(c), F.S.: Posted conspicuously on cooperative property at least 48 continuous hours preceding the meeting, except in an emergency.	§720.303(2)(c)1, F.S.: Posted in a conspicuous place in community at least 48 hours in advance of meeting, except in an emergency, or mailed or delivered to each member at least 7 days before meeting, except in an emergency.
Sp. Assess. or Amendment to Rules	§718.112(2)(c), F.S.: Written notice mailed, delivered, or electronically transmitted to unit owners and posted conspicuously on condominium property not less than 14 days prior to meeting.	§719.106(1)(c), F.S.: Written notice mailed, delivered, or electronically transmitted to unit owners and posted conspicuously on cooperative property not less than 14 days prior to meeting.	§720.303(2)(c)2, F.S.: Written notice mailed, delivered, or electronically transmitted to members and parcel owners and posted conspicuously on property or broadcast on closed-circuit cable television not less than 14 days before meeting.
Members. Mtg. Not. Notice Req.	§718.112(2)(d)2, F.S.: Written notice mailed, hand delivered, or electronically transmitted to each unit owner and posted in conspicuous place on condominium property at least 14 continuous days preceding annual meeting.	§719.106(1)(d), F.S.: Written notice mailed, hand delivered, or electronically transmitted to each unit owner and posted in conspicuous place on cooperative property at least 14 continuous days preceding annual meeting.	§720.306(5), F.S.: Notice mailed, delivered, or electronically transmitted to members not less than 14 days prior to meeting.
Elections			
Method	§718.1 12(2)(d)3, F.S.: By written ballot or voting machine.	§719.106(1)(d)1, F.S. By written ballot or voting machine.	§720.306(9), F.S.: Conducted by procedures set forth in the governing documents of the association.
Proxy	§718.112(2)(b)2, F.S.: No proxy shall be used in election of Board. Limited and general proxies may be used to establish quorum. Limited proxies shall be used for votes taken to: 1) waive/reduce reserves, 2) waive financial reporting requirements, 3) amend declaration, articles or bylaws, 4) any other matter under Act requiring unit owner vote. §718.112(2)(b)3, F.S.: Proxy effective for specific meeting and lawfully adjourned meetings thereof, expires 90 days after date of original meeting, and revocable at any time by person who executed it.	§719.106(1)(b)2, F.S.: No proxy shall be used in election of Board. Limited and general proxies may be used to establish quorum. Limited proxies shall be used for votes taken to: 1) waive/reduce reserves, 2) waive financial reporting requirements, 3) amend declaration, articles or bylaws, 4) any other matter under Act requiring unit owner vote. §719.106(1)(b)3, F.S.: Proxy effective for specific meeting and lawfully adjourned meetings thereof, expires 90 days after date of original meeting, and revocable at any time by person who executed it.	§720.306(8), F.S.: Members have right to vote by proxy that is dated, states date, time, and place of meeting, and signed by authorized person executing proxy. Proxy effective for specific meeting and lawfully adjourned meetings thereof, expires 90 days after date of original meeting, and revocable at any time by person who executed it.
Notice			§720.306(9), F.S.: Conducted by procedures set forth in the governing documents of the association.
First Notice	§718.112(2)(d)3, F.S.: Mailed, delivered, or electronically transmitted with certification form to each unit owner entitled to vote not less than 60 days before scheduled election.	§719.106(1)(d)1, F.S. Mailed, delivered, or electronically transmitted to each unit owner entitled to vote not less than 60 days before scheduled election.	N/A
Candidate Notice	§718.112(2)(d)3, F.S.: Written notice to association not less than 40 days before scheduled election. May furnish information sheet to association not less than 35 days prior to election.	§719.106(1)(d)1, F.S. Written notice to association not less than 40 days before scheduled election. May furnish information sheet to association not less than 35 days prior to election.	N/A
Second Notice	§718.112(2)(d)3, F.S.: Mailed, delivered, or electronically transmitted with ballot which lists all candidates, information sheet, and signed certification form to each unit owner entitled to vote not less than 14 days before scheduled election.	§719.106(1)(d)1, F.S. Mailed, delivered, or electronically transmitted with ballot that lists all candidates and information sheet to each unit owner entitled to vote not less than 14 days before scheduled election.	N/A
Decision	§718.1 12(2)(d)3, F.S.: By plurality of ballots cast.	§719.106(1)(d) 1, F.S. By plurality of ballots cast.	§720.306(9), F.S.: Except as otherwise provided in the governing documents, elected by a plurality of the votes cast by eligible voters.
Quorum	§718.1 12(2)(d)3, F.S.: No quorum requirement, but at least 20 percent of eligible voters must cast a ballot.	§719.106(1)(d) 1, F.S.: No quorum requirement, but at least 20 percent of eligible voters must cast a ballot.	§720.306(1)(a), F.S.: 30 percent of the total voting interests, unless a lower number provided in bylaws.
Opt-Out Provisions	§718.112(2)(d)8, F.S.: Association of 10 or fewer units may, by affirmative vote of majority of total voting interests, provide for different voting and election procedures in bylaws, which vote may be by proxy specifically delineating different voting and election procedures. The different voting and election procedures may provide for elections to be conducted by limited or general proxy.	§719.106(1)(d)5, F.S.: Association may, by affirmative vote of a majority of 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.	N/A

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Area	Condominium	Cooperative	Homeowners Association
Board Terms	§718.112(2)(d), F.S.: Terms of all members of board shall expire at annual meeting and such board members may stand for reelection unless otherwise permitted by bylaws. In the event that bylaws permit staggered terms of no more than 2 years and upon approval of a majority of total voting interests, association board members may serve 2-year staggered terms. If no person is interested in or demonstrates an intention to run for the position of board member whose term has expired, such board member whose term has expired shall be automatically reappointed to board and need not stand for reelection.	§719.106(1)(d), F.S.: All members of board shall be elected at annual meeting unless bylaws provide for staggered election terms or for their election at another meeting.	N/A
Ineligibility for Board Service			
Co-owners	§718.112(2)(d), F.S.: In association of more than 10 units, coowners of unit may not serve as members of board of directors at same time.	N/A	N/A
Removal/Suspension	§718.112(2)(d), F.S.: Person who has been suspended or removed by division is not eligible for board membership.	N/A	N/A
Conviction of Crime	§718.1 12(2)(d), F.S.: Person who has been convicted of any felony is not eligible for board membership unless civil rights have been restored for a period of no less than 5 years as of date on which person seeks election to board. §718.1 12(2)(o), F.S.: Director or officer charged with felony theft or embezzlement offense involving association's funds or property shall be removed from office, creating vacancy in office to be filled according to law.	N/A	N/A
Delinquent in Payments	§718.112(2)(n), F.S.: Director or officer more than 90 days delinquent in payment of regular assessments shall be deemed to have abandoned office, creating vacancy in office to be filled according to law.	N/A	N/A
Participation at Meetings			
Board Meetings	§718.112(2)(c), F.S.: All unit owners have right to attend and right to speak about all designated agenda items. Association may adopt written reasonable rules governing frequency, duration, and manner.	§7 19. 106(1)(c), F.S.: All unit owners have right to attend and right to speak about all designated agenda items. Association may adopt reasonable written rules governing frequency, duration, and manner.	§720.303(2)(b), F.S.: Members have right to attend and right to speak on any matter placed on agenda by petition of voting interests for at least 3 minutes. Association may adopt written reasonable rules expanding right of members to speak and governing frequency, duration, and manner, which may include a sign-up sheet for members wishing to speak.
Membership Meetings	§7 18.1 12(2)(d)6, F.S.: Unit owners shall have right to participate with reference to all designated agenda items. Association may adopt reasonable rules governing the frequency, duration, and manner.	§719.106(1)(d)4, F.S.: Unit owners shall have right to participate with reference to all designated agenda items. Association may adopt reasonable rules governing the frequency, duration, and manner.	§720.306(6), F.S.: Members and parcel owners have right to attend and speak with reference to all items opened for discussion or included on agenda. Unless contrary to governing documents, right to speak for at least 3 minutes on any item, provided written request submitted prior to meeting. Association may adopt written reasonable rules governing the frequency, duration, and manner.
Budget Procedures			
Budget Meeting	§718.112(2)(e)1, F.S.: Board shall hand deliver, mail, or electronically transmit to each unit owner notice and copy of proposed annual budget at least 14 days prior to meeting.	§719.106(1)(e)1, F.S.: Board shall mail, hand deliver, or electronically transmit to each unit owner notice and copies of proposed annual budget not less than 14 days prior to the meeting.	N/A
Budget Increases from Assess.	§7 18.1 12(2)(e)2.a, F.S.: If annual budget requires assessments against unit owners which exceed 115 percent of assessments for preceding fiscal year, board shall conduct special meeting of unit owners if board receives, within 21 days after adoption of annual budget, written request for special meeting from at least 10 percent of all voting interests. Special meeting shall be conducted within 60 days after adoption of annual budget. Board shall hand deliver or mail notice of special meeting at least 14 days prior to meeting.	§7 19. 106(1)(e)2, F.S.: If adopted budget requires assessment against unit owners which exceeds 115 percent of assessments for preceding year, board upon written application of 10 percent of voting interests to board, shall call special meeting of unit owners within 30 days, upon not less than 10 days' written notice to each unit owner.	N/A

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Reserves	§718.1 12(2)(f)2, F.S.: Budget shall include reserve accounts for capital expenditures and deferred maintenance (which shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of amount, and for any other item for which cost exceeds \$10,000).	§719.106(1)(j)2, F.S.: Budget shall include reserve accounts for capital expenditures and deferred maintenance (which shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of amount, and for any other item for which cost exceeds \$10,000).	§720.303(6)(b), F.S.: Budget may include reserve accounts for capital expenditures and deferred maintenance for which association is responsible to extent that governing documents do not limit increases in assessments.
Year End Financial Reporting			
Timing	§718.111(13), F.S.: Within 90 days after end of fiscal year, or annually on date provided in bylaws, association shall prepare and complete a financial report for preceding fiscal year. Within 21 days after final financial report is completed, but not later than 120 days after end of fiscal year or other date as provided in bylaws, association shall mail or hand deliver to each unit owner a copy of financial report or notice that a copy will be mailed or hand delivered, without charge, upon written request from unit owner.	§719.104(4)(a), F.S.: Within 60 days following end of fiscal or calendar year or annually on such date as is otherwise provided in bylaws, board shall mail or personally deliver to each unit owner a complete financial report of actual receipts and expenditures for previous 12 months, or complete set of financial statements for preceding fiscal year. §7 19. 104(4)(b), F.S.: Division shall adopt rules that may require association deliver to unit owners, in lieu of financial report, a complete set of financial statements for preceding fiscal year, which shall be delivered within 90 days following end of previous fiscal year or annually on such other date as provided in bylaws.	§720.303(7), F.S.: Within 90 days after end of fiscal year, or annually on the date provided in bylaws, association shall prepare and complete a financial report for preceding fiscal year. Within 21 days after final financial report is completed, but not later than 120 days after the end of fiscal year or other date as provided in bylaws, association shall provide each member with a copy of annual financial report or a written notice that a copy of financial report is available upon request at no charge.
Type of Report	§718.111(13)(a-b), F.S.: An association with total annual revenues of: 1) less than \$100,000 shall prepare report of cash receipts and expenditures. 2) \$100,000 or more, but less than \$200,000, shall prepare compiled financial statements. 3) at least \$200,000, but less than \$400,000, shall prepare reviewed financial statements. 4) \$400,000 or more shall prepare audited financial statements.	§61B-76.006(8) FAC: An association with total annual revenues of: 1) less than \$100,000 shall prepare report of cash receipts and expenditures. 2) \$100,000 or more, but less than \$200,000, shall prepare compiled financial statements. 3) at least \$200,000, but less than \$400,000, shall prepare reviewed financial statements. 4) \$400,000 or more shall prepare audited financial statements.	§720.303(7)(a-b), F.S.: An association with total annual revenues of: 1) less than \$100,000 shall prepare report of cash receipts and expenditures. 2) \$100,000 or more, but less than \$200,000, shall prepare compiled financial statements. 3) at least \$200,000, but less than \$400,000, shall prepare reviewed financial statements. 4) \$400,000 or more shall prepare audited financial statements.
Record Inspections			
Members' Ability	§718.111(12)(c), F.S.: Official records of association are open to inspection by any member or authorized representative of member at all reasonable times. Includes right to make or obtain copies at reasonable expense of member. Association may adopt reasonable rules regarding frequency, time, location, notice, and manner.	§7 19. 104(2)(c), F.S.: Official records of association shall be open to inspection by any member or the authorized representative of member at all reasonable times. Includes right to make or obtain copies at the reasonable expense of member. Association may adopt reasonable rules regarding frequency, time, location, notice, and manner.	§720.303(5), F.S.: Official records shall be maintained within the state and must be open to inspection and available for photocopying by members or authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. (c) Association may adopt reasonable rules regarding frequency, time, location, notice, and manner.
Association's Failure to Comply	§718.111(12)(c), F.S.: Failure of association to provide records within 10 working days after receipt of a written request shall create a rebuttable presumption that the association willfully failed to comply.	§7 19. 104(2)(c), F.S.: Failure of association to provide the records within 10 working days after receipt of a written request creates a rebuttable presumption that association willfully failed to comply.	§720.303(5)(a), F.S.: Failure of association to provide access to records within 10 business days after receipt of a written request creates a rebuttable presumption that association willfully failed to comply.
Insurance Coverage Req.	§718.111(11)(a), F.S.: Adequate hazard insurance, regardless of any requirement in declaration for coverage by association for full insurable value, replacement cost, or similar coverage. 2. Association may also provide adequate hazard insurance coverage for a group of no fewer than three communities to cover an amount equal to probable maximum loss for communities for a 250-year windstorm event. §718.111(1 1)(d), F.S.: Association shall use best efforts to obtain and maintain adequate insurance to protect association, association property, common elements, and condominium property. §718.111(1 1)(g)2, F.S.: Association shall require each owner to provide evidence of currently effective policy of hazard and liability insurance upon request, but not more than once per year.	§719.104(3), F.S.: The association shall use best efforts to obtain and maintain adequate insurance to protect association property. (a) Windstorm insurance coverage for a group of no fewer than three communities may be obtained and maintained for communities if insurance coverage is sufficient to cover an amount equal to probable maximum loss for communities for a 250-year windstorm event.	§720.303(11), F.S.: Windstorm insurance coverage for group of no fewer than three communities may be obtained and maintained for communities if insurance coverage is sufficient to cover an amount equal to probable maximum loss for communities for a 250-year windstorm event.

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Enforcement Procedures	§718.1255(4)(a), F.S.: Prior to the institution of court litigation, party to dispute shall petition division for nonbinding arbitration.	§7 19. 1255, F.S.: Prior to the institution of court litigation, party to dispute shall petition division for nonbinding arbitration.	§720.3 1 1(2)(a), F.S.: Disputes between an association and parcel owner shall be the subject of a demand for presuit mediation served by an aggrieved party before the dispute is filed in court. §720.311(2)(c), F.S.: If presuit mediation is unsuccessful, parties may file unresolved dispute in court or elect to enter into binding or nonbinding arbitration.
Fining/Suspension of Use Rights	§718.303(3), F.S.: If declaration or bylaws provide, association may levy reasonable fines against unit for failure of owner of unit, or its occupant, licensee, or invitee, to comply with any provision of declaration, bylaws, or reasonable rules of association. No fine will become a lien against unit or may exceed \$100 per violation, except if levied on basis of each day of a continuing violation, with single notice and opportunity for hearing, provided such fine in the aggregate does not exceed \$1,000. Reasonable notice and opportunity for hearing held before a committee required to levy fine.	§719.303(3), F.S.: If cooperative documents provide, association may levy reasonable fines against unit owner for failure of unit owner, licensee, invitee or unit's occupant to comply with any provision of cooperative documents or reasonable rules of association. No fine will become a lien against unit or may exceed \$100 per violation, except if levied on basis of each day of a continuing violation, with single notice and opportunity for hearing, provided such fine in the aggregate does not exceed \$1,000. Reasonable notice and opportunity for hearing held before a committee required to levy a fine.	§720.305(2), F.S.: If governing documents provide, association may suspend, for a reasonable period of time, rights of a member or member's tenants, guests, or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed \$100 per violation, except if levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided such fine in the aggregate does not exceed \$1,000 unless otherwise provided in the governing documents. A fine shall not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the nonprevailing party as determined by the court. (a) Notice of at least 14 days and an opportunity for a hearing before a committee of at least three members appointed by the board required to impose a fine.
Warranties	§718.203(1)(a-e), F.S.: Developer shall be deemed to have granted to purchaser of each unit an implied warranty of fitness and merchantability for 3 years as to each unit and 3 years or 1 year after owners other than developer obtain control of association, whichever occurs last, but in no event more than 5 years, for roof and structural components.	§719.203(1)(a-e), F.S.: Developer shall be deemed to have granted to purchaser of each parcel an implied warranty of fitness and merchantability for 3 years as to each unit and 3 years or 1 year after owners other than developer obtain control of association, whichever occurs last, but in no event more than 5 years, for roof and structural components.	N/A
Condominium Conversions	§718.618(6), F.S.: Developer makes no implied warranties when existing improvements are converted to ownership as a residential condominium and reserve accounts are funded. If no reserve accounts, developer shall be deemed to have granted to purchaser of each unit an implied warranty of fitness and merchantability for period beginning with notice of intended conversion and continuing for 3 years thereafter, or recording of declaration and continuing for 3 years thereafter, or 1 year after owners other than developer obtain control of association, whichever occurs last, but in no event more than 5 years.	§719.618(6), F.S.: Developer makes no implied warranties when existing improvements are converted to ownership as a residential cooperative and reserve accounts are funded. If no reserve accounts, developer shall be deemed to have granted to purchaser of each unit an implied warranty of fitness and merchantability for roof and structural components for period beginning with notice of intended conversion and continuing for 3 years thereafter, or recording of declaratio and continuing for 3 years thereafter, or 1 year after owners other than developer obtain control of association, whichever occurs last, but in no event more than 5 years.	N/A
Alterations			
To Units	§718.110(4), F.S.: Unless otherwise provided in declaration as originally recorded, no amendment may change configuration or size of any unit in any material fashion, materially alter or modify appurtenances to unit, or change proportion or percentage by which unit owner shares common expenses of condominium and owns common surplus of condominium unless record owner of unit and all record owners of liens on unit join in execution of amendment and unless all record owners of all other units in same condominium approve amendment.	§7 19. 1055(1), F.S.: Unless otherwise provided in original cooperative documents, no amendment thereto may change configuration or size of any cooperative unit in any material fashion, materially alter or modify appurtenances of unit, or change proportion or percentage by which owner of parcel shares common expenses and owns common surplus, unless record owner of unit and all record owners of liens on it join in execution of amendment and unless record owners of all other units approve amendment.	N/A

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To Common Elements or Assoc. Property	§718.113(2)(a), F.S.: Except as otherwise provided, there shall be no material alteration or substantial additions to common elements or to real property which is association property, except in manner provided in declaration as originally recorded or as amended under procedures provided therein. If declaration as originally recorded or as amended under procedures provided therein does not specify the procedure for approval of material alterations or substantial additions, 75 percent of total voting interests of association must approve alterations or additions.	§7 19. 1055(2), F.S.: Unless a lower number is provided in cooperative documents or unless such action is expressly prohibited by articles of incorporation or bylaws, acquisition of real property by association, and material alterations or substantial additions to such property by association shall not be deemed to constitute a material alteration or modification of appurtenances to unit if such action is approved by two-thirds of total voting interests of cooperative.	N/A
Assessments			
Association's Power	§718.111(4), F.S.: The association has power to make and collect assessments.	§719.104(5), F.S.: The association has power to make and collect assessments.	§720.3085(1), F.S.: When authorized by the governing documents, the association has a lien on each parcel to secure the payment of assessments, which is effective from and shall relate back to the date on which the original declaration of the community was recorded.
Owner's Obligation	§718.116(1)(a), F.S.: A unit owner, regardless of how title is acquired, is liable for all assessments which come due while unit owner. Additionally, unit owner is jointly and severally liable with previous owner for all unpaid assessments that came due up to time of transfer of title, without prejudice to any right owner may have to recover from previous owner amounts paid by owner.	§7 19. 108(1), F.S.: A unit owner, regardless of how title is acquired, shall be liable for all rents and assessments coming due while unit owner is in exclusive possession of unit. In a voluntary transfer, unit owner in exclusive possession shall be jointly and severally liable with previous unit owner for all unpaid rents and assessments against previous unit owner for his or her share of common expenses up to time of transfer, without prejudice to rights of unit owner in exclusive possession to recover from previous unit owner amounts paid by unit owner in exclusive possession therefor.	§720.3085(2)(a-b), F.S.: (a) A parcel owner, regardless of how title is acquired, is liable for all assessments that come due the parcel owner. The parcel owner's liability for assessments may not be avoided by waiver or suspension of use or enjoyment of any common area or by abandonment of parcel upon which assessments are made. (b) A parcel owner is jointly and severally liable with previous parcel owner for all unpaid assessments that came due up to time of transfer of title, without prejudice to any right present parcel owner may have to recover any amounts paid by present owner from previous owner.
Lien Procedures	§718.121(4), F.S.: No lien may be filed by the association against a condominium unit until 30 days after the date on which a notice of intent to file a lien has been delivered to the owner by registered or certified mail, return receipt requested, and by first-class United States mail to the owner.	§7 19. 108(4), F.S.: No lien may be filed by the association against a cooperative parcel until 30 days after the date on which a notice of intent to file a lien has been served on the unit owner of the cooperative parcel by certified mail or by personal service.	§720.3085(4)(a-b), F.S.: Homeowners' association may not file a record of lien against a parcel for unpaid assessments unless a written notice or demand for past due assessments provides the owner with 45 days following the date the notice is deposited in the mail to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand and is sent by registered or certified mail, return receipt requested, and by first-class United States mail to the parcel owner. §720.3085(5), F.S.: Action to foreclose the lien may not be brought until 45 days after the parcel owner has been provided notice of the association's intent to foreclose and collect the unpaid amount. Notice may not be provided until the passage of the 45 days required to file a record of lien above.

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