



Understanding Florida's New Condo Safety Laws

Presented by:

LEGAL EDUCATION

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Table of Contents		Page Number
Type of Material		
1.	PowerPoint Slides - Condo Safety Program July 22 2025	4
2.	CR-7 Condominium Rider	38
3.	CR-7 Backline	43
4.	FL BAR CERT Condo Safety Laws 2025	53
5.	NALA Certificate	54

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Understanding Florida's Condo Safety Laws Post- Surfside

Presented by:
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1

Introduction

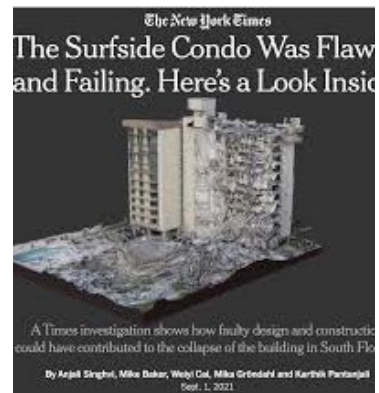
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Champlain Towers South Collapse

- 40 years old at time of collapse
- 98 killed
- 135 apartments destroyed
- Financial cost - \$1.02 billion settlement with families of victims



Unprecedented, International Event



State's Response – Surfside Legislation

- 2022 Special Session – SB 4-D
 - Signed into law May 26, 2022
 - Many key provisions went into effect Dec. 31, 2024
- 2023 General Session – SB 154
 - Signed into law June 9, 2023
- 2024 General Session – HB 1023
 - Signed into law June 14, 2024
- 2025 General Session – HB 913
 - Signed into law June 23, 2025



5

5

Major Changes

- Milestone Inspections required
- Structural Integrity Reserves Study (SIRS) required
- New rules on reserves and voting
- New disclosures



6

6

By the Numbers

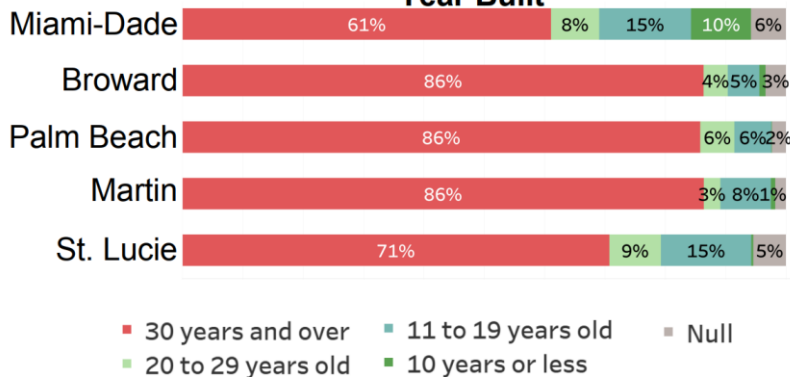
Impact of New Laws Cannot be Understated



- Florida has over 1.3 million condo & co-op units & 28,000 associations
- Housing over 2 million people
 - 37% of them in Miami-Dade and Broward counties
 - 50% in Miami-Dade, Broward, PBC, Pinellas, Martin & St. Lucie counties
- 1.1 million units 30+ years old
- 600,000 units 40+ years old

Condos in Florida are Aging

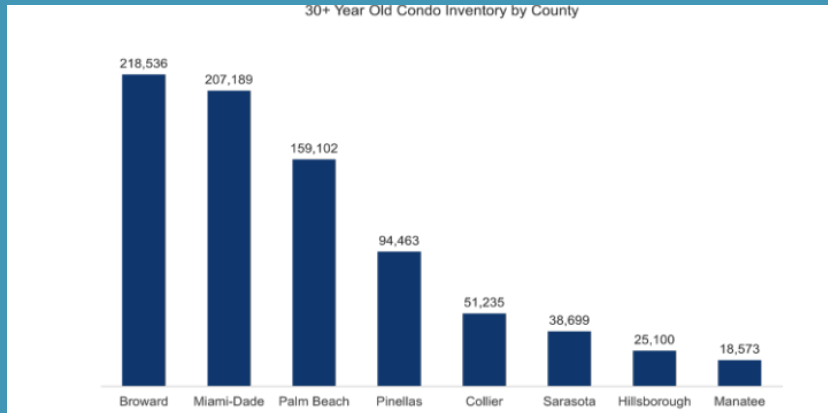
Age Distribution of Condo/Townhouse Units as of 2024 Based on Year Built



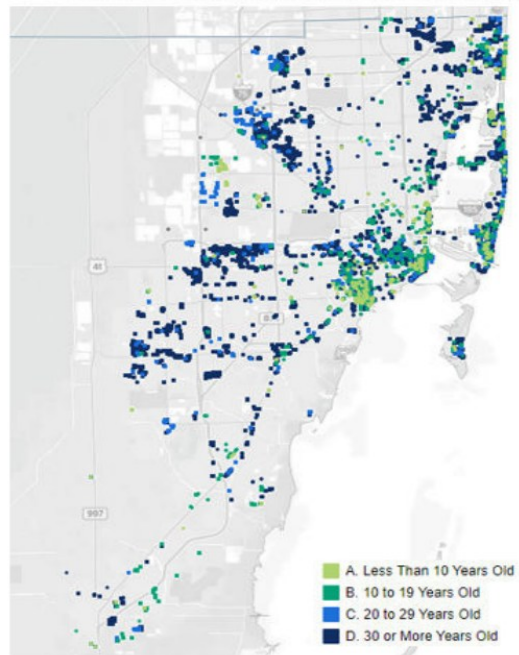
Source: Miami Association of REALTORS® (MIAMI)

Condos 30+ Years Old By County

Source: Florida Policy Project, Jan. 2025



Miami-Dade County Current Condo Inventory



Source: John Burns Research and Consulting analysis of public records data.

Today's Program

How the Surfside Tragedy Has Impacted the Florida Condo Market

Learn New Laws

Condo safety legislation

- Milestone Insp.
- SIRS
- Reserves

Consider their Impacts

- New disclosures
- Increased assessments
- Expanded association duties
- Condo terminations

Review Market Response

- Fannie guideline changes
- The Blacklist
- Listings, sales, prices

11
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11

And Finally ...

Champlain Towers land auctioned for \$120 million to Dubai-based developer.

Delmore - 37 luxury units, starting at \$15 million.



12

12

Florida Building Safety Legislation SB 4-D (2022)

“Surfside was to condo safety what Hurricane Andrew was to construction standards in Florida”

13

Milestone Inspections

“The structural inspection of a building, including an inspection of load-bearing walls and the primary structural members and primary structural systems.” Sec. 553.899(2)(a), F.S.

14

Milestone Inspections - General



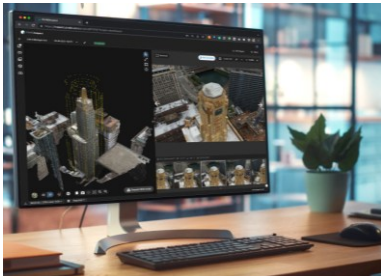
Applies to any building three or more **habitable*** stories, whole or in part residential condominium or co-op, incl. mixed-use buildings.

Does not apply to single, two, three or four family dwellings with three or fewer habitable stories above ground.

Not a determination if building is to code or a fire safety inspection.

*per HB 913 (2025)

Milestone Inspections – General



Phase I – visual inspection of

- By licensed architect or engineer

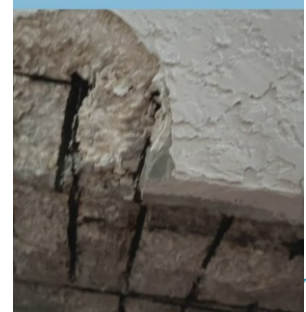
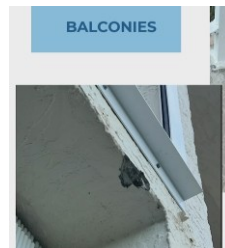
Phase 2 (if needed) –

- When *substantial structural deterioration* (stress or weakness) is noted in phase 1
- Destructive or non-destructive testing done to ensure building safety at inspector’s direction

Milestone Inspections - General

Primary concern is with critical structural elements:

- Corroded rebar
- Structural columns buckling
- Rotten wood
- Concrete spalling
- Roof failing
- Balconies crumbling



17

Milestone Inspection Report - Contents

- A description of the inspection
- A list of any substantial structural deterioration
- Recommendations for repairs
- A determination of any unsafe or dangerous conditions
- Recommendations for non-substantial structural deterioration
- A list of items that need further inspection
- The signature and seal of the licensed professional who performed the inspection
- **Summary of Findings**

18

18

Milestone Inspection – Summary of Findings

17. SUMMARY OF FINDINGS		Reset Section 17	▲
The below Condition(s) were noted within this Phase 1 Inspection.		Phase 2 Inspection Required:	
<input type="checkbox"/> Indication of Dangerous Condition Observed		<input type="radio"/> Yes	<input type="radio"/> No
<input type="checkbox"/> Actual Dangerous Condition Observed		<input type="radio"/> Yes	<input type="radio"/> No
<input type="checkbox"/> Indication of Substantial Structural Deterioration Observed		<input type="radio"/> Yes	<input type="radio"/> No
<input type="checkbox"/> Actual Substantial Structural Deterioration Observed		<input type="radio"/> Yes	<input type="radio"/> No
<input type="checkbox"/> Indication of Need for Maintenance		<input type="radio"/> Yes	<input type="radio"/> No
<input type="checkbox"/> Indication of Need for Repair		<input type="radio"/> Yes	<input type="radio"/> No
<input type="checkbox"/> Indication of Need for Replacement		<input type="radio"/> Yes	<input type="radio"/> No
<input type="checkbox"/> Inaccessible Condition of Structural Component		<input type="radio"/> Yes	<input type="radio"/> No

19



19

Milestone Inspections – When Due

Inspections due by December 31st of year that building turns 30 years old


Then every 10 years

Buildings that turn 30 before July 1, 2022: due by December 31, 2024

Then every 10 years

Buildings that turn 30 b/w July 1, 2022 and before December 31, 2024: due by December 31, 2025

Then every 10 years

December 2024							
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

20

20

Milestone Inspections – When Due

Building dept. may determine local circumstances, incl. proximity to salt water, requires milestone inspection by Dec. 31st of year building turns **25**.



21

21

Milestone Inspections – When Due

Key SB 154 Changes

Allows local enforcement agency to:

- Extend deadline on condo's "good cause" petition
- Accept inspection & report done before July 1, 2022, if it "substantially complies" with milestone inspection requirements



22

Milestone Inspections - General

Key SB 154 Changes

- Limits milestone inspections to buildings that include a residential condo or co-op
- Confirms that all owners of a mixed-ownership building in which portions of the building are subject to the condominium or cooperative form of ownership are responsible for ensuring compliance and must share the costs of the inspection



23

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23

Milestone Inspections – Association Duties

- Report & summary is sent to association, shared owners, and local building dept.
- Association must:
 - Maintain reports 15 years as official record
 - Post summary at property and on any association website
 - Within 45 days of receiving reports, distribute copy of inspector's summary to each owner, regardless of findings
 - Renters have right to reports
 - Commence repairs w/in 365 days



24

24

Milestone Inspections: Is it Working?

25



PEMBROKE PINES

Families at Heron Pond rush to leave by deadline after condos deemed unsafe

Many of the people NBC6 spoke to say they were renting their condos and did not have access to all of the information about what was happening in this community - and were caught off guard by the order to vacate.

By An

SOUTH FLORIDA

Fort Lauderdale condo owners stuck in limbo after building deemed unsafe

Residents at the Springbrook Gardens Condo building have decided to sell instead of making costly repairs

By Sasha Jones • Published January 3, 2025 • Updated on January 3, 2025 at 8:47 pm

72 units of Central Florida condo deemed unsafe, residents relocated

Walkways at risk of collapsing could pose a threat at the Kissimmee community week after a condo building near Miami Beach partially collapsed.

The New York Times

Florida Condo Residents Are Forced to Inspection

Clearwater Condo Building Evacuated After Support Beam Splits

May 7, 2025



Three condo buildings evacuated in Jensen Beach due to engineering report deeming them unsafe

6



26

Milestone Inspections - Concerns

- Prioritizing repairs needed and addressing competing cost of funding reserves
- Self-dealing and conflicts of interest
- Defining scope (habitable stories; 2-story buildings)
- Tracking inspections & follow up by inspectors
- Explaining value to consumers

Milestone Inspections – Concerns

HB 913 (2025) - Conflicts of Interest Addressed

- Regulates architects & engineers bidding to perform a milestone inspection or SIRS
 - Must disclose intent to bid on services relating to repairs
- Design professionals and GCs bidding on repair work can't have undisclosed interest in or be related to persons owning firm doing milestone inspection or SIRS
- Provides penalties

Milestone Inspections – Concerns

HB 913 (2025) - Tracking Inspections Addressed

- By 12/31/25 and each year after, local building depts. must report to state key data on: # of buildings with phase one milestone inspections done or on extension; # of buildings needing phase two repairs; permit applications received; # of unsafe buildings, and license # of responsible code administrator
- Data analyzed by state agency (OPPGA) and report issued to state legislature

Structural Integrity Reserve Study

SIRS - General

Prior to Surfside legislation, only roofing, painting, paving and items w/deferred maintenance or replacement cost of \$10k+* were statutorily required to be reserved for in budget.

(* Increased to \$25k per HB 913)

Did not necessarily require professional input.

Associations could vote to waive, partially fund reserves - and ignore structural repairs.



31

31

SIRS - General

Reserves as Percentage of Annual Budget

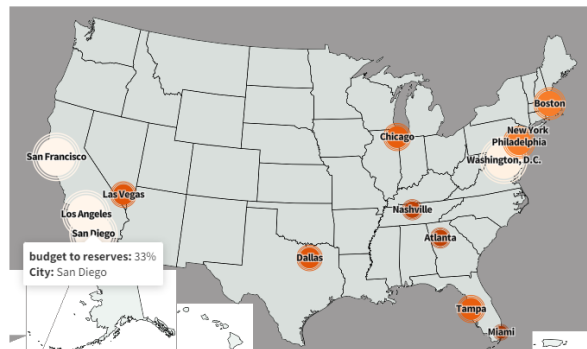
MIAMI 9%

Las Vegas 14%

Chicago 15%

Boston 18%

Los Angeles 33%



Source: FirstService Residential

32



32

SIRS - Components

Sec. 718.112(2)(g), F.S. [“Para. (g) Items”] – Must Reserve for these Items

Roof	Load bearing walls or other primary structural members	Fireproofing & fire protection systems	Plumbing	Electrical systems
Waterproofing & exterior painting	Windows & exterior doors	Items affecting structural systems costing \$25k⁺ to maintain or replace <small>*Raised in HB 913 from \$10k</small>	Floor (later deleted)	Foundation (later deleted)

33



33

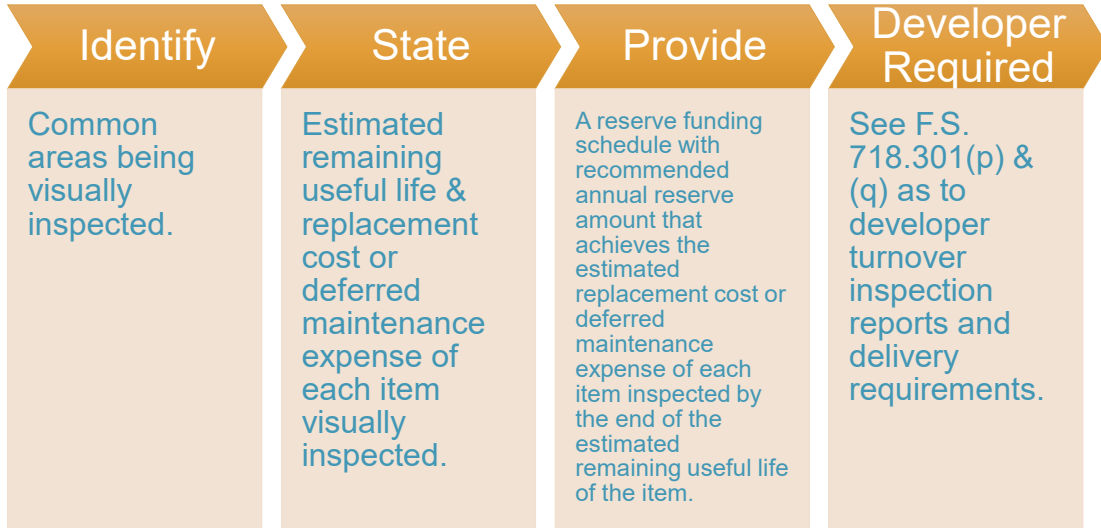
SIRS – In General

- SIRS must be done at least every 10 years after the condo’s creation
- On each building that’s three (3) habitable stories or higher
- Originally due Dec. 31, 2024; **extended to Dec. 31, 2025 by HB 913 (2025)**
- Must be done by Dec. 31, 2026 at latest
- Performed or verified by licensed engineer or architect, or certified reserve specialist or analyst.
- **Conflicts of interest now strongly prohibited by HB 913 (2025)**

34

34

SIRS - Function



35

35

2025 Structural Integrity Reserve Study

Category:	A - Roof	Unit:	SF
Component:	A - Flat Roof	Basis Cost (\$/Unit):	\$55.00

Item/Phase	Year Placed In Service	Useful Life (Years)	Adjustment (Years)	Replacement Year	RUL (Years)	Unit Qty.	Total Replacement Cost
Condominium Roof	01/01/2023	35y	0y	01/01/2058	33y	25,400 SF	\$1,424,940.00
Porte Cochere	01/01/2023	35y	0y	01/01/2058	33y	1,960 SF	\$109,956.00

Comments:

A properly installed and maintained flat/membrane roof in the local market has an estimated useful life of 20 to 25 years, however insurance carriers are requiring full replacement at 15 years. The total cost includes removal and disposal of the existing roof, minor repairs to underlying roof structures, flashing, and installation of like roofing. Due to Florida weather conditions, the life cycle can be reduced. As the funds are supplied by the 2023 budget, the placement year has been reflected as such. Commencement of associated projects is still anticipated to occur in the beginning reserve year (2024).

Representative Photo(s):

36



36

Individual Components

Category / Component	Year Placed in Service	Useful Life (Years)	RUL (Years)	Next Project Date	Current Replacement Cost	Percent of Total
A - Roof						
A - Flat Roof: Condominium Roof	01/01/2023	35y	33y	01/01/2058	\$1,424,940.00	18.58%
A - Flat Roof: Porte Cochere	01/01/2023	35y	33y	01/01/2058	\$109,956.00	1.43%
A - Roof Total					\$1,534,896.00	20.01%
B - Structural System						
B - Concrete Restoration: Building Exterior	01/01/2022	10y	7y	01/01/2032	\$666,876.00	8.70%
B - Concrete Restoration: Garage	01/01/2022	10y	7y	01/01/2032	\$450,212.70	5.87%
B - Structural System Total					\$1,117,088.70	14.57%
C - Fireproofing & Fire Protection Systems						
C - Fire Alarm System Modernization: Fire System Modernization	01/01/2023	30y	29y	01/01/2054	\$149,328.00	1.95%
C - Fire Pump: Controller	01/01/2023	30y	29y	01/01/2054	\$25,500.00	0.33%
C - Fire Pump: Pump	01/01/2021	30y	26y	01/01/2051	\$58,614.30	0.76%
C - Fireproofing & Fire Protection Systems Total					\$233,442.30	3.04%

37



37

30-Year Cash Flow Method

Inflation: 2.00% | Interest Rate: 2.00%

YEAR	STARTING BALANCE	CURRENT ANNUAL RESERVE CONTRIBUTIONS	INTEREST EARNED	RECOMMENDED SPECIAL ASSESSMENTS	EXPECTED ADDITIONAL CAPITAL	EXPENDITURE FUTURE COST (INCLUDING INFLATION)	ENDING BALANCE
2025	\$1,416,514.00	\$383,500.00	\$28,330.28	\$0.00	\$0.00	\$0.00	\$1,828,344.28
2026	\$1,828,344.28	\$383,500.00	\$36,566.89	\$0.00	\$0.00	\$22,888.80	\$2,225,522.37
2027	\$2,225,522.37	\$383,500.00	\$44,510.45	\$0.00	\$0.00	\$396,483.00	\$2,257,049.82
2028	\$2,257,049.82	\$383,500.00	\$45,141.00	\$0.00	\$0.00	\$0.00	\$2,685,690.82
2029	\$2,685,690.82	\$383,500.00	\$53,713.82	\$0.00	\$0.00	\$0.00	\$3,122,904.64
2030	\$3,122,904.64	\$383,500.00	\$62,458.09	\$0.00	\$0.00	\$0.00	\$3,568,862.73
2031	\$3,568,862.73	\$383,500.00	\$71,377.25	\$0.00	\$0.00	\$0.00	\$4,023,739.98
2032	\$4,023,739.98	\$383,500.00	\$80,474.80	\$0.00	\$0.00	\$1,721,009.71	\$2,766,705.07
2033	\$2,766,705.07	\$383,500.00	\$55,334.10	\$0.00	\$0.00	\$1,091,891.26	\$2,113,647.91
2034	\$2,113,647.91	\$395,005.00	\$42,272.96	\$0.00	\$0.00	\$0.00	\$2,550,925.87

38



38

New Budget Reserve Requirements

For budgets adopted on or after Dec. 31, 2024, those associations that are required to obtain SIRS:

- May no longer vote to waive reserves for Para. (g) items
 - Or under-fund reserves for Para. (g) items
- Can't vote to use reserve funds or interest accrual for any reason other than their intended reserve purpose



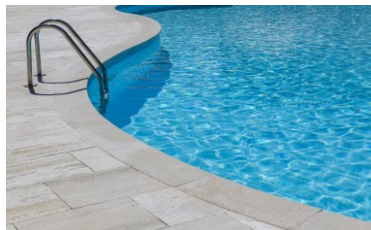
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39

New Voting Requirements

Associations can still waive or partially fund reserves for non-SIRS items, pavement resurfacing, etc.

➡ But now requires majority vote of all voting interests.



40

40

SIRS - Delay in Performance

HB 913 (2025) – Some Breathing Space to Boards

- If association has done a Milestone Inspection (or similar inspection, e.g., Miami-Dade, Broward reinspections), it may delay performance of required SIRS
 - For no more than 2 consecutive budget years following the inspection
 - In order to focus financial resources on completing repairs/maintenance recommendations of the inspection

SIRS - Form and Content

HB 913 (2025) – Standardization of SIRS Form

- The Division of Condominiums is charged with creating a uniform form in coordination with FL Building Commission
- A SIRS that contains recommended reserves for non-para. (g) components must separately identify them
- A SIRS must take into account the funding methodology employed by the association and needs to be updated to reflect the funding method selected, incl. anticipated changes in regular assessments, useful life of components and repairs made

SIRS - Pausing / Reducing Reserve Contributions

HB 913 (2025) - Owner-controlled associations

- For budgets adopted on or before Dec. 31, 2028:
- If an association has done a Milestone Inspection in past 2 years, it may – with majority vote of unit owners – elect to pause or reduce reserve fund contributions for up to 2 consecutive annual budgets
 - For purposes of funding repairs recommended by the Milestone Inspection
- Must then obtain a SIRS before continuation of reserve contributions

SIRS - Funding of Reserves

HB 913 (2025)– Unit Owner Controlled Associations

- Authorizes funding of para. (g) items through regular and special assessments, **lines of credit and loans**
- WILL require majority approval vote of owners
- Authorizes loans & lines of credit to fund capital expenses required by milestone or similar inspections or SIRS
 - Must be sufficient to cover cumulative amount of waived or unfunded reserves required by para. (g) or SIRS
 - Must be immediately available to fund repairs
 - Loan/funding details must go into annual financial sent to owners and prospective purchasers

SIRS - Pooling and Baseline Funding

HB 913 (2025) – New Funding Paradigms Authorized

- Pooling authorized
 - Straight line reserves not mandatory
 - No vote required to change
- Para. (g) items may only be pooled together
- SIRS must include, at minimum, **baseline funding**, and can recommend other types of reserve funding plans



SIRS - Distribution

- Within 45 days after receiving SIRS, association must distribute copy to each unit owner
 - or deliver notice to owner study is available for inspection/copying upon written request
- Association must distribute copy of study or notice by U.S. mail or personal delivery to mailing address, property address, or other address.
 - or to e-mail address provided to association if owner consented to e-notice



Liability of Officers & Directors

Officer or director must sign affidavit acknowledging receipt of completed SIRS.

A “willful & knowing” failure of officers or directors to perform milestone inspection & SIRS is a breach of their F.S. 718.111(1) fiduciary relationship to owners.



47

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47

SIRS – Distribution - State Websites

Distribution of SIRS Report

Within 45 days of receiving SIRS, association must provide to Division statement study was completed and association provided/made study available to each owner.

- Division to create statement form



48

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48

HB 913 (2025) – Division Online Account

Association/Division Online Account

- By 10/1/25, all condo associations must create online account with Div. of Condominiums and annually share:
 - Name, address, email, tel. #, website address, hyperlink
 - Board member names & titles; name of CAM
 - No. of buildings and stories, habitable and not
 - No. of units, age of each building
 - Any construction commenced on common elements in past year
 - Association assessments & purpose
 - Financial institutions maintaining records
 - Copies of SIRS



SIRS Reporting Lags

County	Percent of Projects with Complete SIRS	Total Condo/Coop Projects That Reported SIRS as Feb 13	Condo/Coop Projects with 3 stories or more Reported Under SB 4-D
Total	39%	2,000	5,186
Miami-Dade	44%	724	1,653
Broward	41%	770	1,872
Palm Beach	28%	402	1,450
Martin	52%	55	105
St. Lucie	46%	49	106

39% of condo projects have submitted a completed SIRS

(Associations 45 days after completion to report the completion to DBPR)

Source: MIAMI Realtors® analysis of Florida Department of Business and Professional Regulation Disclosure for SIRS Reporting downloaded on February 13, 2025 and the Disclosure for Reporting for Senate Bill 4-D downloaded February 2, 2025 and the Condominiums and Cooperatives Building Reporting downloaded on January 9, 2025



Other Notable Statutory Changes

51

HB 1021 (2024)

Bill touches on these areas

CAM & CAM firms professional practice standards

Conflicts of interest concerns

New rules on board meetings

Official records and accessibility

Board of director education requirements

Hurricane protection

SLAPP

Electronic voting

And more ...

52

52

HB 1021 (2024)

Condo Meetings

- Associations with 10+ units must now meet at least once per quarter
- At least 4x annually, agenda must include opportunity for members to question board, incl. repairs, revenues, reserves



53

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53

HB 1021 (2024)

Online Records

- Effective January 1, 2026, decreases from 150 units to 25 units the threshold requirement for an association to maintain specified records available on the association's website or on a mobile device
- Impacts 90% of all Florida condos
- Easier for sellers to obtain records



54

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54

HB 913 (2025)

Video Conferencing

- Allows for video conferences of board meetings
 - But annual meeting requires quorum of board members present in-person
- Notice must provide hyperlink and call-in conference tel. #
- Must still have physical location for in person attendance
- Recordings maintained as official record



55



55

HB 913 (2025)

Official Records

- Committee meeting minutes are now deemed “official records”
- Recordings of meetings are official records and must be maintained for at least 1 year
- New official records must be added to association website or made available for download w/in 30 days



56



56

HB 913 (2025)

Investment of Reserve Funds

- Condo boards charged with using “best efforts” to make “prudent investment decisions”
- Including investing in CDs in banks, credit unions
- Without a vote of unit owners



57

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57

Condo Rider CR-7 Rev. 06/2025

- Key changes:
 - Buyer has 7 days (no longer 3 days) to cancel
 - Buyer “checks off” and requests (at Seller’s expense) :
 - Last 12 months minutes & agendas of Board and member meetings
 - Insurance dec pages
 - If indicated available, milestone insp. summary, SIRS, turnover insp. report
 - Deletion of Seller reps and liability for failing to disclose levied assessments; Seller lists “aware of” levied assessments

58

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58

IN SUMMARY...

59

Where We Are Today (7/25)

- Milestone Inspections should now be done
- SIRS date extended from 12/31/24 to 12/31/25
 - State will be collecting a lot of data
- Priority shown to accomplishing Milestone Insp. repairs and ease financial burden on owners
 - Association can pause mandatory reserves and pause doing SIRS if milestone repairs needed;
 - Can obtain loans and lines of credit
 - Pooled and baseline funding allowed
- Buyers have more time (7 days) to consider condo docs, incl. Milestone Inspection and SIRS and need to request/examine minutes, agendas

60

60

Impacts of the Surfside Legislation

61

Concerns

- Increased association fees
- Special assessments
- Impact on property values
- Sales of condos
- Financing challenges
- Potential legal disputes
- Insurance implications



62

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62

Takeaways & Points to Consider

63

In Summary – Points to Consider

- Obtain and review Milestone Inspection
 - Summary of Findings, phase II concerns
- Ask about status of repairs. Watch out for “critical repairs”
- What repairs are being made now or being contemplated
- How are repairs being funded – from reserves, special assessments, regular assessments, loans or combination
 - Inquire into loans and terms, e.g., payoff obligations

64



64

In Summary – Points to Consider

- Review SIRS
 - Consider non-SIRS reserves (for non-structural items)
- Analyze contents
 - When were big ticket items last replaced
 - Baseline funding or better
 - Pooling of reserves
 - Remaining useful life of SIRS components
- Review Official Records of association

In Summary - Points to Consider

Buyers need to:

- Review Budget
 - What % goes towards reserves?
 - “Healthy” condo contributing 15-30% of its budget to reserves
- Think of the SIRS as a credit score
- Buyers need to consider SIRS in same way as they view updated kitchens, bathrooms, appliances

In Summary - Points to Consider

- Financing condos is difficult today. Understand the loan market
- Know GSE's insurance requirements and inquire into condo's master policy. Blacklist is real
- Consider escrow holdback for unresolved assessments
- Ensure that buyer gets all disclosures and condo docs
- Consider adding more inquiries to your condo estoppel



Thank you
for your time and attention

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between _____ (SELLER) and _____ (BUYER) concerning the Property described as _____

Buyer's Initials _____

Seller's Initials _____

A. CONDOMINIUM RIDER

If Property is part of a master or other homeowners' association, Seller shall complete Rider B. HOMEOWNERS' ASSOCIATION / COMMUNITY DISCLOSURE for further information including additional assessments and fees. If Property is part of more than one condominium association, Seller shall also complete a separate Rider A. CONDOMINIUM RIDER for EACH condominium association.

The condominium association ("Condominium Association") to which this Condominium Rider is applicable, and any management company, and to which assessments, special assessments, and/or rent/land use fees are due and payable, is/are:

Association

Management Company

Contact Person _____
Phone _____
Email _____

Contact Person _____
Phone _____
Email _____

Additional contact information can be found on the Association's website, which is: www. _____

1. CONDOMINIUM ASSOCIATION APPROVAL:

The Condominium Association's approval of Buyer (CHECK ONE): is is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than _____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Condominium Association and provide Buyer with a copy of the current application for approval, and Buyer shall promptly apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Condominium Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract is terminated and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. RIGHT OF FIRST REFUSAL:

- (a) The Condominium Association (CHECK ONE): has does not have a right of first refusal (a "Right") pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
- (b) The members of the Condominium Association (CHECK ONE): have do not have a Right.
- (c) If either the Condominium Association or the members have a Right, then Buyer and Seller shall, within _____ (if left blank, then 5) days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and promptly process the matter with the Condominium Association and members, including personal appearances, if required

A. CONDOMINIUM RIDER (CONTINUED)

- (d) If the Condominium Association or a member timely exercises a Right, this Contract is terminated and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If, within the time permitted for exercise of the Right, the Condominium Association, the members of the Condominium Association, or both, either (i) provide written confirmation to Buyer that the Right will not be exercised, or (ii) fail to timely exercise the Right, then this Contract shall proceed to Closing as otherwise provided herein.

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

- (a) Condominium Association assessment(s) and rents: Seller represents that the current Condominium Association regular periodic assessment(s) installments is/are
 \$ _____ payable **(CHECK ONE)**: monthly quarterly semi-annually annually
 and the current rent on recreation areas, if any, is
 \$ _____ payable **(CHECK ONE)**: monthly quarterly semi-annually annually

All regular periodic assessments levied by the Condominium Association and rent on recreational areas, if any, shall be made current by Seller at Closing. Association assets and liabilities, including Association reserve accounts, shall not be prorated.

- (b) Fines: Seller shall, at Closing, pay all fines imposed against the Property by the Condominium Association as of Closing Date and remedy all open violations of rules and regulations noticed to Seller in the Condominium Association official records.
- (c) Special Assessments:
 - (i) If the Condominium Association has levied any special or additional assessments as of the Effective Date, **then (CHECK ONE):** Buyer Seller (if left blank, then Seller) shall pay all such assessment(s) in full prior to or at Closing.
 - (ii) If the Condominium Association levies any special or additional assessments after the Effective Date and prior to the Closing Date, then (CHECK ONE): Buyer Seller (if left blank, then Seller) shall pay all such assessment(s) in full prior to or at Closing.
 - (iii) Notwithstanding the provisions of (i) or (ii) above, if any special or additional assessments may be paid in installments, and the Condominium Association will allow Buyer to assume installments scheduled to be paid after Closing, then Seller shall, prior to or at Closing, pay all installments which are payable on or before Closing Date, and (CHECK ONE): Buyer Seller (if left blank, then Buyer) shall pay installments payable after Closing Date. **If Seller is checked, or if the Condominium Association does not allow a Buyer to assume installments scheduled to be paid after Closing, Seller shall pay the special or additional assessment in full prior to or at the time of Closing.**
 - (iv) A special or additional assessment shall be deemed levied for purposes of this Paragraph 3 on the date when such assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5. Seller is aware of the following special or additional assessments that have been levied by the Condominium Association, or discussed at a Board meeting in the 12 months prior to the Effective Date, (include purpose(s) of assessments and amount, if known): _____

- (d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: _____

4. SPRINKLER SYSTEM RETROFIT:

If, pursuant to Sections 718.112(2)(n), F.S., the Condominium Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, then prior to Closing Seller shall furnish to Buyer the written notice of Condominium Association's vote to forego such retrofitting.

**5. NONDEVELOPER DISCLOSURE:
(CHECK ONE):**

- (a) **THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE**

A. CONDOMINIUM RIDER (CONTINUED)

DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, BEFORE EXECUTION OF THIS CONTRACT.

(b) **THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

6. BUYER'S REQUEST FOR DOCUMENTS:

- (a) Seller shall, at Seller's expense, provide Buyer with current copies of the condominium documents specified in Paragraph 5, above, as well as the governance form described in Section 718.503(2)(b), F.S. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents, if any.
- (b) Seller shall, at Seller's expense, provide Buyer with a current copy of the following (CHECK ALL REQUESTED BY BUYER):

- Minutes of Condominium Association Board meetings for the 12 months preceding the Effective Date
- Agendas for all Condominium Association Board meetings for the 12 months preceding the Effective Date
- Minutes of Condominium Association member meetings for the 12 months preceding the Effective Date
- Agendas for all Condominium Association member meetings for the 12 months preceding the Effective Date
- Insurance Declaration Pages for general liability, hazard/windstorm, and any required or existing flood policies held by the Condominium Association
- If Paragraph 9(a)(iii), 9(b)(iii), or 9(c)(iii) is checked and the referenced document is actually received by the Seller prior to Closing, then such document (i.e. the inspector-prepared summary of a milestone inspection report, a turnover report, or a structural integrity reserve study report)
- _____
- _____
- _____

THIS AGREEMENT MAY BE TERMINATED BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE BUYER RECEIVES ALL OF THE DOCUMENTS REQUESTED IN THIS SUBPARAGRAPH 6(b). BUYER'S RIGHT TO TERMINATE THIS AGREEMENT UNDER THIS SUBPARAGRAPH 6(b) SHALL TERMINATE AT CLOSING.

7. COMMON ELEMENTS; PARKING:

The Property includes the unit being purchased and an undivided interest in the common elements and appurtenant limited common elements of the condominium, as specified in the Declaration. Seller's right and interest in or to the use of the following parking space(s), garage, and other areas are included in the sale of the Property and shall be assigned to Buye at Closing, subject to the Declaration:

Parking Space(s) # _____ Garage # _____ Other: _____

8. INSPECTIONS AND REPAIRS:

The rights and obligations arising under Paragraphs 11 and 12 of this Contract to maintain, repair, replace or treat are limited to Seller's individual condominium unit and unless Seller is otherwise responsible do not extend to common elements, limited common elements, or any other part of the condominium property

A. CONDOMINIUM RIDER (CONTINUED)

9. MILESTONE INSPECTION REPORT; STRUCTURAL INTEGRITY RESERVE STUDY; TURNOVER INSPECTION REPORTS:

(a) MILESTONE INSPECTION: The Association (check only one option):

(i) is required to and has completed a milestone inspection report as described in Section 553.899, F.S. (SEE PARAGRAPH 9(d) BELOW FOR VOIDABILITY RIGHTS); or

(ii) IS NOT REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S.; or

(iii) IS REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S. BUT HAS NOT COMPLETED SUCH INSPECTION.

(b) TURNOVER INSPECTION REPORT: The Association (check only one option):

(i) is required to and has completed a turnover inspection report for a turnover inspection performed on or after July 1, 2023, as described in Section 718.301(4)(p) and (q), F.S. (SEE PARAGRAPH 9(d) BELOW FOR VOIDABILITY RIGHTS); or

(ii) IS NOT REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. (this option should be selected if the Association was turned over prior to July 1, 2023); or

(iii) IS REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. BUT HAS NOT COMPLETED SUCH REPORT.

(c) STRUCTURAL INTEGRITY RESERVE STUDY: The Association (check only one option):

(i) is required to and has completed a structural integrity reserve study as described in Sections 718.103(26) and 718.112(2)(g), F.S. (SEE PARAGRAPH 9(d) BELOW FOR VOIDABILITY RIGHTS); or

(ii) IS NOT REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), F.S.; or

(iii) IS REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), F.S. BUT HAS NOT COMPLETED SUCH STUDY.

(NOTE: The definition of "structural integrity reserve study" is found in Section 718.103(28), F.S.)

(d) **CHECK ONLY ONE BOX BELOW IF** the Association has completed a milestone inspection (Paragraph 10(a)(i), above, is checked), or a turnover inspection report (Paragraph 10(b)(i), above, is checked), or a structural integrity reserve study (Paragraph 9(c)(i), above, is checked):

(i) **THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE, MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, BEFORE EXECUTION OF THIS CONTRACT.**

(ii) **THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 7 DAYS, EXCLUDING SATURDAYS,**

A. CONDOMINIUM RIDER (CONTINUED)

SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES A CURRENT COPY OF THE INSPECTOR- PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES; OR A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), FLORIDA STATUTES, IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

10. CONDOMINIUMS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING.
If applicable, pursuant to Section 718.407, F.S.:

DISCLOSURE SUMMARY

THE CONDOMINIUM IN WHICH YOUR UNIT IS LOCATED IS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING. THE COMMON ELEMENTS OF THE CONDOMINIUM CONSIST ONLY OF THE PORTIONS OF THE BUILDING SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP.

BUYER ACKNOWLEDGES ALL OF THE FOLLOWING:

- (1) THE CONDOMINIUM MAY HAVE MINIMAL COMMON ELEMENTS.**
- (2) PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM ARE OR WILL BE GOVERNED BY A SEPARATE RECORDED INSTRUMENT. SUCH INSTRUMENT CONTAINS IMPORTANT PROVISIONS AND RIGHTS AND IS OR WILL BE AVAILABLE IN PUBLIC RECORDS.**
- (3) THE PARTY THAT CONTROLS THE MAINTENANCE AND OPERATION OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM DETERMINES THE BUDGET FOR THE OPERATION AND MAINTENANCE OF SUCH PORTIONS. HOWEVER, THE ASSOCIATION AND UNIT OWNERS ARE STILL RESPONSIBLE FOR THEIR SHARE OF SUCH EXPENSES.**
- (4) THE ALLOCATION BETWEEN THE UNIT OWNERS AND THE OWNERS OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM OF THE COSTS TO MAINTAIN AND OPERATE THE BUILDING CAN BE FOUND IN THE DECLARATION OF CONDOMINIUM OR OTHER RECORDED INSTRUMENT.**

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between _____ (SELLER) and _____ (BUYER) concerning the Property described as _____

Buyer's Initials _____

Seller's Initials _____

A. CONDOMINIUM RIDER

If Property is part of a master or other homeowners' association, Seller shall complete Rider B. HOMEOWNERS' ASSOCIATION / COMMUNITY DISCLOSURE for further information including additional assessments and fees. If Property is part of more than one condominium association, Seller shall also complete a separate Rider A. CONDOMINIUM RIDER for EACH condominium association.

The condominium association ("Condominium Association") to which this Condominium Rider is applicable, and any management company, and to which assessments, special assessments, and/or rent/land use fees are due and payable, is/are:

Association _____ Management Company _____

Contact Person _____ Contact Person _____
Phone _____ Phone _____
Email _____ Email _____

Additional contact information can be found on the Association's website, which is:
www. _____

1. CONDOMINIUM ASSOCIATION APPROVAL:

The Condominium Association's approval of Buyer (CHECK ONE): is is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than ____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Condominium Association and provide Buyer with a copy of the current application for approval, and Buyer shall promptly apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Condominium Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract ~~shall terminate~~ is terminated and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. RIGHT OF FIRST REFUSAL:

- (a) The Condominium Association (CHECK ONE): has does not have a right of first refusal ("a "Right""); ~~If the Association has a Right, this Contract is contingent upon the Association, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the Association is not exercising that Right, or failing to timely exercise such Right")~~ pursuant to the terms of the Declaration of Condominium ("Declaration"," which reference includes all amendments thereto).
- (b) The members of the Condominium Association (CHECK ONE): have do not have a Right. ~~If either the Condominium Association or the members do have a Right, this Contract is contingent upon the~~

A. CONDOMINIUM RIDER (CONTINUED)

~~members, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the members are not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration.~~

~~(c)~~ then Buyer and Seller shall, within _____ (if left blank, then 5) days after Effective Date, sign and deliver
~~(d)~~(c) any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and promptly process the matter with the Condominium Association and members, including personal appearances, if required

~~(e) If, within the stated time period, the Association, the members of the Association, or both, fail to provide the written confirmation or the Right has not otherwise expired, then this Contract shall terminate and the Deposit shall be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract. If the Association or a member timely exercises its or their Right, this Contract shall terminate~~

~~(f)(d) If the Condominium Association or a member timely exercises a Right, this Contract is terminated and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract, and Seller shall pay to Broker the full commission at Closing in recognition that Broker procured the sale.~~

~~(e) If, within the time permitted for exercise of the Right, the Condominium Association, the members of the Condominium Association, or both, either (i) provide written confirmation to Buyer that the Right will not be exercised, or (ii) fail to timely exercise the Right, then this Contract shall proceed to Closing as otherwise provided herein.~~

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

(a) Condominium Association assessment(s) and ~~Rents~~rents: Seller represents that the current Condominium Association regular periodic assessment(s) installments is/are ~~and the current rent on recreation areas, if any,~~

is \$ _____ payable **(CHECK ONE)**: ~~monthly~~ ~~quarterly~~ ~~semi-annually~~ ~~annually~~
\$ _____ payable **(CHECK ONE)**: monthly quarterly semi-annually annually

and the current rent on recreation areas, if any, is
\$ _____ payable **(CHECK ONE)**: monthly quarterly semi-annually annually

All ~~regular periodic~~annual assessments levied by the Condominium Association and rent on recreational areas, if any, shall be made current by Seller at Closing, ~~and Buyer.~~ Association assets and liabilities, including Association reserve accounts, shall ~~reimburse Seller for prepayments~~not be prorated.

A. CONDOMINIUM RIDER (CONTINUED)

Fees

(b) ~~Fines: Seller shall, at Closing, pay all fines imposed against the Unit/Property by the Condominium Association as of Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.~~

(b) ~~If Property is part~~ remedy all open violations of ~~a Homeowners' Association, see Rider B-~~ **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE for further information including additional assessments and fees** rules and regulations noticed to Seller in the Condominium Association official records.

(c) Special Assessments ~~and Prorations:~~

(i) ~~Seller represents that Seller is not aware of any special or other assessment that has been levied by~~ If the Condominium Association has levied any special or additional assessments as of the Effective Date, then (CHECK ONE): Buyer Seller (if left blank, then Seller) shall pay all such assessment(s) in full prior to or at Closing.

(i) ~~If the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows:~~ _____

(ii) ~~If Condominium Association levies any special or additional assessments levied or pending exist as of after the Effective Date are disclosed above by Seller and and prior to the Closing Date, then (CHECK ONE):~~ Buyer Seller (if left blank, then Seller) shall pay all such assessment(s) in full prior to or at Closing.

(ii)(iii) Notwithstanding the provisions of (i) or (ii) above, if any special or additional assessments may be paid in installments (CHECK ONE): Buyer Seller (if left blank, then, and the Condominium Association will allow Buyer) shall pay to assume installments due after Closing Date, scheduled to be paid after Closing, then Seller shall, prior to or at Closing, pay all installments which are payable on or before Closing Date, and (CHECK ONE): Buyer Seller (if left blank, then Buyer) shall pay installments payable after Closing Date. **If Seller is checked, Seller shall pay them if the Condominium Association does not allow a Buyer to assume installments scheduled to be paid after Closing, Seller shall pay the special or additional assessment in full prior to or at the time of Closing.**

(iii) ~~If special assessments levied or pending exist as of the Effective Date and have not been disclosed above by Seller, then Seller shall pay such assessments in full at the time of Closing.~~

(iv) ~~If, after Effective Date, the Association imposes a special assessment for improvements, work or services, (v) which was not pending as of the Effective Date, then Seller shall pay all amounts due before Closing Date and Buyer shall pay all amounts due after Closing Date.~~

(v)(iv) _____ A

special or additional assessment shall be deemed levied for purposes of this ~~paragraph~~ Paragraph 3 on the date when ~~the~~ such assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5. Seller is aware of the following special or additional assessments that have been levied by the Condominium Association, or discussed at a Board meeting in the 12 months prior to the Effective Date, (include purpose(s) of assessments and amount, if known):

~~Association assets and liabilities, including Association reserve accounts, shall not be prorated.~~

(vi)

(d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: _____

4. SPRINKLER SYSTEM RETROFIT:

If, pursuant to Sections 718.112(2)(n), F.S., the Condominium Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, then prior to Closing Seller shall furnish to Buyer the written notice of Condominium Association's vote to forego such retrofitting.

A. CONDOMINIUM RIDER (CONTINUED)

5. ~~NON-DEVELOPER~~NONDEVELOPER DISCLOSURE:
(CHECK ONE):

(d)(a) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF
THE

A. CONDOMINIUM RIDER (CONTINUED)

~~(a)~~ DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 37 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, ~~PRIOR TO~~BEFORE EXECUTION OF THIS CONTRACT.

~~(b)~~ THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 37 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 37 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND

~~A. CONDOMINIUM RIDER (CONTINUED)~~ **A. CONDOMINIUM RIDER (CONTINUED)**

(b) LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT ~~ANNUAL YEAR-END~~ FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

6. BUYER'S REQUEST FOR DOCUMENTS:

(a) Seller shall, at Seller's expense, provide Buyer with current copies of the condominium documents specified in Paragraph 5, above, as well as the governance form described in Section 718.503(2)(b). ~~Buyer (CHECK ONE): requests does not request (if left blank, then "requests") a current copy of the documents specified in Paragraph 5 above along with the governance form), F.S.~~ If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents, if any.

~~**7. BUYER'S RECEIPT OF DOCUMENTS:**~~

~~(b) (COMPLETE AND CHECK ONLY IF CORRECT) Seller shall, at Seller's expense, provide Buyer ~~received with a current copy of the documents described in following (CHECK ALL REQUESTED BY BUYER):~~~~

- Minutes of Condominium Association Board meetings for the 12 months preceding the Effective Date
- Agendas for all Condominium Association Board meetings for the 12 months preceding the Effective Date
- Minutes of Condominium Association member meetings for the 12 months preceding the Effective Date
- Agendas for all Condominium Association member meetings for the 12 months preceding the Effective Date
- Insurance Declaration Pages for general liability, hazard/windstorm, and any required or existing flood policies held by the Condominium Association
- If Paragraph 5, above, on ~~9(a)(iii), 9(b)(iii), or 9(c)(iii)~~ is checked and the referenced document is actually received by the Seller prior to Closing, then such document (i.e. the inspector-prepared summary of a milestone inspection report, a turnover report, or a structural integrity reserve study report)
- _____
- _____
- _____

~~THIS AGREEMENT MAY BE TERMINATED BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE BUYER RECEIVES ALL OF THE DOCUMENTS REQUESTED IN THIS SUBPARAGRAPH 6(b). BUYER'S RIGHT TO TERMINATE THIS AGREEMENT UNDER THIS SUBPARAGRAPH 6(b) SHALL TERMINATE AT CLOSING.~~

8.7. COMMON ELEMENTS; PARKING:

The Property includes the unit being purchased and an undivided interest in the common elements and appurtenant limited common elements of the condominium, as specified in the Declaration. Seller's right and interest in or to the use of the following parking space(s), garage, and other areas are included in the sale of the Property and shall be assigned to Buyer at Closing, subject to the Declaration:

Parking Space(s) # _____ Garage # _____ Other: _____

9.8. INSPECTIONS AND REPAIRS:

The rights and obligations arising under Paragraphs 11 and 12 of this Contract to maintain, repair, replace or treat are limited to Seller's individual condominium unit and unless Seller is otherwise responsible do not extend to common elements, limited common elements, or any other part of the condominium property

40.9. MILESTONE INSPECTION REPORT; STRUCTURAL INTEGRITY RESERVE STUDY; TURNOVER INSPECTION REPORTS:

- (a) **MILESTONE INSPECTION:** The Association (check only one option):
 (i) is required to and has completed a milestone inspection report as described in Section 553.899, F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or
 (ii) **IS NOT REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S.;** or
 (iii) **IS REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S. BUT HAS NOT COMPLETED SUCH INSPECTION.**
- (b) **TURNOVER INSPECTION REPORT:** The Association (check only one option):
 (i) is required to and has completed a turnover inspection report for a turnover inspection performed on or after July 1, 2023, as described in Section 718.301(4)(p) and (q), F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or
 (ii) **IS NOT REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S.** (this option should be selected if the Association was turned over prior to July 1, 2023); or
 (iii) **IS REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. BUT HAS NOT COMPLETED SUCH REPORT.**
- (c) **STRUCTURAL INTEGRITY RESERVE STUDY:** The Association (check only one option):
 (i) is required to and has completed a structural integrity reserve study as described in Sections 718.103(~~2826~~) and 718.112(2)(g), F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or
 (ii) **IS NOT REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(~~2826~~) AND 718.112(2)(g), F.S.;** or
 (iii) **IS REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(~~2826~~) AND 718.112(2)(g), F.S. BUT HAS NOT COMPLETED SUCH STUDY.**
- (NOTE: The definition of "structural integrity reserve study" is found in Section 718.103(28), F.S.)**
- (d) **CHECK ONLY ONE BOX BELOW IF** the Association has completed a milestone inspection (Paragraph 10(a)(i), above, is checked), or a turnover inspection report (Paragraph 10(b)(i), above, is checked), or a structural integrity reserve study (Paragraph 10(c)(i), above, is checked):

(i) **THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(~~2826~~) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE, MORE THAN 37 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, ~~PRIOR TO~~**BEFORE** EXECUTION OF THIS CONTRACT.**

(ii) **THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 37 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(~~2826~~) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 37 DAYS, EXCLUDING**

SATURDAYS,

~~A. CONDOMINIUM RIDER (CONTINUED)~~ **A. CONDOMINIUM RIDER (CONTINUED)**

SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES A CURRENT COPY OF THE INSPECTOR- PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES; OR A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(~~2826~~) AND 718.112(2)(g), FLORIDA STATUTES, IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

~~11.10.~~ **CONDOMINIUMS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING.** If applicable, pursuant to Section 718.407, F.S., ~~the following disclosure is provided for condominiums created within a portion of a building or within a multiple parcel building: .:~~

DISCLOSURE SUMMARY

THE CONDOMINIUM IN WHICH YOUR UNIT IS LOCATED IS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING. THE COMMON ELEMENTS OF THE CONDOMINIUM CONSIST ONLY OF THE PORTIONS OF THE BUILDING SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP.

BUYER ACKNOWLEDGES ALL OF THE FOLLOWING:

- (1) THE CONDOMINIUM MAY HAVE MINIMAL COMMON ELEMENTS.
- (2) PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM ARE OR WILL BE GOVERNED BY A SEPARATE RECORDED INSTRUMENT. SUCH INSTRUMENT CONTAINS IMPORTANT PROVISIONS AND RIGHTS AND IS OR WILL BE AVAILABLE IN PUBLIC RECORDS.
- (3) THE PARTY THAT CONTROLS THE MAINTENANCE AND OPERATION OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM DETERMINES THE BUDGET FOR THE OPERATION AND MAINTENANCE OF SUCH PORTIONS. HOWEVER, THE ASSOCIATION AND UNIT OWNERS ARE STILL RESPONSIBLE FOR THEIR SHARE OF SUCH EXPENSES.
- (4) THE ALLOCATION BETWEEN THE UNIT OWNERS AND THE OWNERS OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM OF THE COSTS TO MAINTAIN AND OPERATE THE BUILDING CAN BE FOUND IN THE DECLARATION OF CONDOMINIUM OR OTHER RECORDED INSTRUMENT.



FL BAR Reference Number: 2501303N

**Title: Understanding Florida's New Condo Safety
Laws**

Level: Intermediate

Approval Period: 04/01/2025 - 10/31/2026

CLE Credits

General 1.0

Certification Credits

Condominium & Planned
Development Law 1.0

Real Estate 1.0



CERTIFICATE OF ATTENDANCE

Certified Paralegals are required to record evidence of 50 hours of continuing legal education hours to renew the CP credential every 5 years. CLE hours are recorded in CPs' accounts through the [NALA online portal](http://www.nala.org). Of the 50 hours, 5 hours must be in legal ethics, and no more than 10 hours may be recorded in non-substantive areas. If attending a non-NALA sponsored educational event, this certificate may be used to obtain verification of attendance. Please be sure to obtain the required signatures for verification of attendance. The requirements to maintain the CP credential are available from NALA's web site at <https://www.nala.org/certification/certtest2view>. Please keep this certificate in the event of a CLE audit or further information is needed.

PLEASE COMPLETE THE SPACES BELOW AND ATTACH A PROGRAM

Session Length In Hours	Session Topics (Description and Speakers)	Validation of Attendance
1.0 substantive	Understanding Florida's New Condo Safety Laws / Michael Rothman	<i>Michael Rothman</i>

Name of CP (Please Print)			NALA Account Number (On Mailing Label)		
			149113		
Signature of CP			Name of Seminar/Program Sponsor		
			Understanding Florida's New Condo Safety Laws/ ATFS, Inc.		
Address			Authorized Signature of Sponsor Representative		
			<i>Michael Rothman</i>		
			Date of Educational Event:		
City:		State (XX):			
Preferred e-mail address			Location:		
			Recorded Webinar		

For Office Use Only	
Substantive hours	
Non-substantive hours	
Ethics	