

457 prepares any letter or estoppel certificate required by this chapter and charges a
458 reasonable fee related to the preparation of such letter or estoppel certificate. Upon
459 payment in full, the person making the payment is entitled to a satisfaction of the lien.
460 After notice of contest of lien has been recorded, the clerk of the circuit court shall mail
461 a copy of the recorded notice to the association by certified mail, return receipt
462 requested, at the address shown in the claim of lien or most recent amendment to it and
463 shall certify to the service on the face of the notice. Service is complete upon mailing.
464 After service, the association has 90 days in which to file an action to enforce the lien;
465 and, if the action is not filed within the 90-day period, the lien is void. However, the 90-
466 day period shall be extended for any length of time that the association is prevented
467 from filing its action because of an automatic stay resulting from the filing of a
468 bankruptcy petition by the unit owner or by any other person claiming an interest in the
469 parcel.

470 (11) If the unit is occupied by a tenant and the unit owner is delinquent in the
471 payment of regular assessments, the association may demand that the tenant pay to
472 the association the future regular assessments related to the condominium unit. The
473 demand is continuing in nature, and upon demand, the tenant shall continue to pay the
474 regular assessments to the association until the association releases the tenant or the
475 tenant discontinues tenancy in the unit. The association shall mail written notice to the
476 unit owner of the association's demand that the tenant pay regular assessments to the
477 association. The tenant is not liable for increases in the amount of the regular
478 assessment due unless the tenant was reasonably notified of the increase before the

day on which the rent is due. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant's landlord shall provide the tenant a credit against rents due to the unit owner in the amount of assessments paid to the association under this section. The association shall, upon request, provide the tenant with written receipts for payments made. The association may issue notices under s. 83.56 and may sue for eviction under ss. 83.59-83.625 as if the association were a landlord under part II of chapter 83 if the tenant fails to pay an assessment. However, the association is not otherwise considered a landlord under chapter 83 and specifically has no duties under s. 83.51. The tenant does not, by virtue of payment of assessments, have any of the rights of a unit owner to vote in any election or to examine the books and records of the association. A court may supersede the effect of this subsection by appointing a receiver.

Section 6. Subsection (1) of section 718.301, Florida Statutes, is amended to read:

718.301 Transfer of association control; claims of defect by association.

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association: