Purchase and transfer application

A complete approval packet for a Florida condominium association to use when a unit is sold, transferred, or mortgaged and the governing documents give the association a right to approve that transaction.

This template covers the whole transaction, not just the intake form. It contains the applicant packet, the association's internal review and decision record, the certificate of approval that a closing agent will actually ask for, and the routing block that connects the approval file to the estoppel certificate the same closing needs.

How to use this template

Conventions used throughout.

- `[BRACKETED_CAPS]` is a value the association fills in once, before the packet is published. Every one of them is listed in the fill-in reference near the end.
- A line of underscores is a blank the applicant, the seller, or the reviewer completes.
- ( ) is a checkbox.
- A **Board note** is guidance for the board and manager. Delete every Board note before you hand the packet to an applicant. They are here to explain why a section is written the way it is, not to be read by a buyer.

Two rules for editing this packet.

1. Sections marked **Statute-driven** carry a specific citation. Changing the number, the deadline, or the structure in one of those sections is how associations end up unable to enforce the result. If you believe your documents require something different, that is a question for your attorney before you edit, not after.
2. Sections marked **Declaration-driven** are blank on purpose. Chapter 718 does not supply a default, so the answer comes from your declaration, articles, or bylaws. If you cannot find the answer in your documents, the honest conclusion is usually that you do not have the power in question.

Scope. This template is written for a condominium association operating under chapter 718, Florida Statutes. A cooperative operates under chapter 719 and its transfer fee ceiling is different, $100 per applicant under § 719.106(1)(i), Fla. Stat. A homeowners' association operates under chapter 720, which contains no per-applicant transfer fee cap at all, so its fee authority rests entirely on its declaration. Do not reuse this packet across association types without rebuilding the fee section.

Before you publish this packet: five gates

Work through these five questions first. Each one either unlocks a section of the packet or deletes it. An association that publishes a transfer application without answering them is charging fees and asserting powers it may not hold.

Gate 1. Do you actually have approval authority?

Find the provision in the declaration, articles, or bylaws that requires the association to approve a sale, transfer, or mortgage of a unit. Write the citation here:

- Approval authority appears at: `[APPROVAL_AUTHORITY_CITATION]`
- Transactions covered: ( ) sale ( ) gift or intra-family transfer ( ) transfer by devise or inheritance ( ) transfer to a trust or entity ( ) mortgage or refinance ( ) lease (use the lease application instead)

If no such provision exists, stop. Without it you may collect no transfer fee at all, and an approval process you cannot ground in a recorded document is a cloud on your owners' titles rather than a protection.

Gate 2. What may you charge, and to whom?

Statute-driven. § 718.112(2)(k), Fla. Stat. governs this and it is narrower than most packets assume.

- No fee may be charged in connection with the sale, mortgage, lease, sublease, or other transfer of a unit unless **both** conditions hold: the association is required to approve the transfer, **and** a fee for that approval is provided for in the declaration, articles, or bylaws.
- The fee may be preset but may not exceed **$150 per applicant** as the statute is enacted. That ceiling is adjusted every five years by the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, and the Department of Business and Professional Regulation publishes the adjusted amount on its website. **Confirm the currently published ceiling before you print a number in this packet.** Do not hard-code $150 on the assumption it is still current, and do not exceed the published figure on the assumption an adjustment has happened.
- For the purpose of calculating the fee, **spouses, or a parent or parents and any dependent children, are considered one applicant.** A married couple buying together is one applicant, not two. A parent and two dependent children are one applicant, not three.
- If a lease or sublease is a **renewal with the same lessee or sublessee, no charge may be made.** That is a prohibition, not a ceiling, and it is not waivable by a board resolution. It applies whenever this packet is used for a renewal rather than a sale.
- The estoppel certificate fee is separate and is governed by its own subsection. § 718.116(8)(f), Fla. Stat. says so expressly, notwithstanding the transfer fee limit. Never fold an estoppel charge into the transfer fee, and never treat the estoppel ceiling as headroom on the transfer fee.

Record your answers:

- Fee authority appears at: `[FEE_AUTHORITY_CITATION]`
- Transfer approval fee, per applicant: `[TRANSFER_FEE_AMOUNT]`
- Current published statutory ceiling confirmed on: `[FEE_CEILING_CHECK_DATE]`

Board note on capital contributions and resale fees. Some declarations require a working capital contribution or a resale contribution at closing. The estoppel certificate form at § 718.116(8)(a)8.f., Fla. Stat. asks whether a capital contribution fee, resale fee, transfer fee, or other fee is due, so the legislature plainly contemplates that such charges exist. Whether a particular contribution is a permissible assessment under your declaration or an unauthorized fee for approval under § 718.112(2)(k) is a question your attorney should answer in writing before you collect it. Do not resolve it by renaming the charge.

Gate 3. Is there a right of first refusal?

Declaration-driven. Chapter 718 does not create a right of first refusal for an ordinary condominium sale. If your association has one, it comes from the declaration. The statute does require the estoppel certificate to report whether one exists and whether it was exercised, at § 718.116(8)(a)8.i., Fla. Stat., which means the association needs a record of the answer.

- Right of first refusal exists: ( ) yes, at `[ROFR_CITATION]` ( ) no
- Held by: ( ) the association ( ) the members ( ) other: ______
- Election period from the declaration: ______ days after ______

If the answer is no, delete the right of first refusal record later in this packet and answer the estoppel question "no" every time.

Gate 4. What is your decision window?

Declaration-driven, and this is the gap most packets hide. Chapter 718 sets no deadline for a condominium association to approve or disapprove a transfer, and it sets no requirement that a disapproval state its reasons. Both come from your declaration, if they come from anywhere.

That absence is a reason to be more disciplined, not less. A closing depends on this decision, the applicant has no statutory clock to rely on, and an association that decides slowly or opaquely converts a routine sale into a claim.

- Decision window in the governing documents: ______ days from ______ ( ) none stated
- If none is stated, the window this association commits to: ______ days from a complete submission
- Board or committee that decides: `[APPROVAL_BODY]`
- Meeting cadence: `[APPROVAL_MEETING_CADENCE]`
- Submission cutoff: complete packets received after `[SUBMISSION_CUTOFF]` are reviewed at the following meeting

Gate 5. Who may see the file afterwards?

Statute-driven. § 718.111(12)(c)5.b., Fla. Stat. places information obtained by an association in connection with the approval of the lease, sale, or other transfer of a unit outside the official records that unit owners may inspect. Everything in this packet falls inside that protection.

Two consequences the packet has to carry:

- A neighbor who asks to see a buyer's application is entitled to be told no. Train whoever answers the phone.

- The file is still an official record for retention. Under § 718.111(12)(b), Fla. Stat., records other than the permanently maintained core documents must be kept within the state for at least seven years. Confidential is not the same as disposable.

The packet

Everything below this line is what the applicant receives. Delete the Board notes first.

Cover sheet and submission checklist

[ASSOCIATION_LEGAL_NAME] Application for approval of purchase or transfer of a unit

Submit to: `[SUBMISSION_ADDRESS]` By email to: `[SUBMISSION_EMAIL]` Questions: `[CONTACT_NAME]`, `[CONTACT_PHONE]` Packet version: `[VERSION_DATE]`

Board note. Version-date every packet. A closing agent working from a three-year-old PDF with a superseded fee is a dispute you will have to absorb, and a version date is the cheapest way to end it.

Read this before you begin

The association reviews this application only when it is complete. An incomplete packet is not held, queued, or partially reviewed. It is returned, and the review window starts again when the missing item arrives.

This application does not create a contract, does not obligate the association to approve the transaction, and does not extend any deadline in your purchase contract. If your contract has a closing date, build the association's review window into it.

Required items

Every box must be checked before submission.

- ( ) This application, completed in full, signed by every purchaser
- ( ) A separate background screening authorization signed by each occupant age 18 or older
- ( ) Government-issued photo identification for each occupant age 18 or older
- ( ) A copy of the fully executed purchase contract, including all addenda
- ( ) Occupant roster listing every person who will reside in the unit
- ( ) Vehicle information for every vehicle to be kept on the property
- ( ) Signed acknowledgement of the governing documents
- ( ) Application fee in the amount and form described in the next section
- ( ) `[CUSTOM_REQUIRED_ITEM_1]`
- ( ) `[CUSTOM_REQUIRED_ITEM_2]`

Items required only if they apply

- ( ) Pet registration and veterinary records, if a pet will reside in or visit the unit
- ( ) Reasonable accommodation request, if an assistance animal will reside in the unit
- ( ) Trust, corporate, or LLC documents identifying the beneficial owners and the designated occupants, if title will be held by an entity
- ( ) Letters of administration or a certified death certificate, if the transfer is by devise or inheritance
- ( ) [CUSTOM_CONDITIONAL_ITEM_1]

Timing

- Complete packets received by [SUBMISSION_CUTOFF] are reviewed at the [APPROVAL_MEETING_CADENCE] meeting of the [APPROVAL_BODY].
- The association's target is a written decision within ______ days of a complete submission.
- [ORIENTATION_REQUIREMENT_TEXT]

Board note. The checklist comes first because this application is a procedure before it is a data collection. An applicant who reads the procedure first assembles the packet once instead of twice, and the association spends its time reviewing rather than chasing. A submission checklist of some kind appeared in 26 of the 37 purchase packets examined, so leading with one is also the familiar shape. Nothing in that research shows how often incomplete packets get returned; published forms cannot measure that, and no claim of the kind is made here.

Section 1. Fees and payment

Charge	Amount	Payable to	When
Transfer approval fee, per applicant	[TRANSFER_FEE_AMOUNT]	[TRANSFER_FEE_PAYEE]	With this application
Background screening, per adult occupant	[SCREENING_FEE_AMOUNT]	[SCREENING_FEE_PAYEE]	With this application
Estoppel certificate	See section 16	[ESTOPPEL_FEE_PAYEE]	On request, by the requesting party

How the per-applicant fee is counted. Spouses count as one applicant. A parent or parents and any dependent children count as one applicant. Two unmarried co-purchasers count as two applicants. Fill in the count below and multiply.

- Number of applicants, counted by the rule above: _______
- Transfer approval fee due: _______

Worked examples. A married couple buying together: one applicant. A married couple and their two dependent children: one applicant. Two friends buying as tenants in common: two applicants. A parent buying with an adult child who is not a dependent: two applicants.

Renewals. If this packet is being used for the renewal of an existing lease or sublease with the same lessee or sublessee, no approval fee is charged. Enter zero.

Board note, statute-driven. § 718.112(2)(k), Fla. Stat. supplies every rule in this section: the requirement that the fee be authorized in the declaration, articles, or bylaws; the per-applicant ceiling; the household-collapsing rule; and the absolute bar on charging for a renewal with the same lessee. Note also that separate payees are the practical norm, because the screening vendor is usually paid directly. State the payee for each charge rather than a single lump sum, or you will spend the week chasing misdirected checks.

Board note on security deposits. § 718.112(2)(k) permits a security deposit only from a prospective **lessee**, only where the governing documents authorize it, capped at one month's rent, held in an escrow account maintained by the association, limited to protecting against damage to the common elements or association property, with interest, claims, refunds, and disputes handled as provided in part II of chapter 83. There is no statutory analogue for taking a deposit from a **purchaser**. If your packet currently collects a move-in deposit from a buyer, that is the clause to ask your attorney about first.

Section 2. Transaction identification

Field	Entry
Unit number	_______
Building	_______
Property address	_______
Parking space or garage number	_______
Storage unit number	_______
Date of purchase contract	_______
Estimated closing date	_______
Type of transfer	( ) sale ( ) gift ( ) inheritance or devise ( ) transfer to trust ( ) transfer to entity ( ) mortgage or refinance only ( ) other: _______
Will the unit be occupied by the purchaser?	( ) yes ( ) no, it will be leased ( ) no, it will remain vacant

Seller

Field	Entry
Seller name or names, as titled	_______

Field	Entry
Current mailing address	_______
Forwarding address after closing	_______
Phone	_______
Email	_______

Closing and representation

Field	Entry
Title company or closing agent	_______
Closing agent contact and phone	_______
Closing agent email	_______
Listing brokerage	_______
Listing agent, phone, email	_______
Buyer’s brokerage	_______
Buyer’s agent, phone, email	_______

Board note. Both brokerage blocks are required, not optional, and so is the closing agent. The certificate of approval in section 15 is delivered to a transaction professional under time pressure, not usually to the buyer. Only 23 of the 249 lease packets examined carried a routable certificate at all, which means most associations have nowhere to record who the approval goes to. A closing cannot fund until someone finds that person, so collect the delivery target at intake, where it costs one line.

Board note on purchase price. This template does not ask for the purchase price, and that is deliberate. Only 3 of the 37 purchase packets examined asked for it, while 31 of the 37 carried a transaction identification section of some kind. The association’s legitimate interest is the date it must perform by. If your declaration contains a right of first refusal, the price becomes relevant, and it is collected in section 14, the right of first refusal record, not on the intake page where it looks like a screening criterion.

Section 3. Applicant identity

Complete one copy of this section for each purchaser and each occupant age 18 or older. Photocopy the page as needed.

Field	Entry
Full legal name	_______
Any other names used in the last seven years	_______
Date of birth	_______
Current address	_______
Mailing address after closing, if different	_______
Mobile phone	_______
Alternate phone	_______
Email	_______
Government photo ID type and number	_______
Relationship to the other applicants	_______
Will you occupy the unit as your primary residence?	( ) yes ( ) no

If title will be held by a trust, corporation, or LLC

Field	Entry
Exact name of the titleholding entity	_______
Type of entity and state of formation	_______
Name of trustee, manager, or authorized officer	_______
Names of every beneficial owner or beneficiary	_______
Name of every person who will occupy the unit	_______
Person designated to receive association notices	_______
Person designated to exercise the voting interest	_______

Board note. Entity ownership is the most common source of downstream confusion in an association's records: the association ends up with an LLC in the roster and no idea who lives in the unit or who may vote. Collecting the designation at the transfer is far easier than reconstructing it two years later during a recall dispute.

Section 4. Residence history

Provide the last `[RESIDENCE_HISTORY_YEARS]` years of residence history for each adult applicant. Add pages as needed.

Field	Most recent	Previous
Address	______	______
Dates, from and to	______	______
Owned or rented	______	______
Landlord or mortgage holder name	______	______
Landlord or mortgage holder phone	______	______
Reason for leaving	______	______

Have you previously owned or resided in a unit within this association? ( ) yes ( ) no If yes, unit and dates: ______

Section 5. Occupant roster

List every person who will reside in the unit, including every minor. This roster is how the association reaches your household in an emergency and how it identifies who belongs on the property.

Full name	Age	Relationship to applicant	Occupancy start date
______	______	______	______
______	______	______	______
______	______	______	______
______	______	______	______

Full name	Age	Relationship to applicant	Occupancy start date
______	______	______	______

Total number of occupants: ______

The occupancy limit for this unit under the governing documents is: `[OCCUPANCY_LIMIT_TEXT]`

You must notify the association in writing within `[ROSTER_UPDATE_DAYS]` days when a person is added to or removed from this roster on a permanent basis.

Board note, declaration-driven. Occupancy limits come from your declaration and from local code, not from chapter 718. State yours by citation rather than as a bare number, and have counsel confirm it is expressed in a way that does not function as a familial status restriction.

Section 6. Vehicles

Register every vehicle that will be parked on the property, including motorcycles.

Year	Make	Model	Color	License plate	State	Assigned space
______	______	______	______	______	______	______
______	______	______	______	______	______	______
______	______	______	______	______	______	______

Will you keep a boat, trailer, recreational vehicle, or commercial vehicle on the property? ( ) yes ( ) no If yes, describe: ______

Number of parking decals or access devices requested: ______ Fee per additional decal or device: `[DECAL_FEE]`

Board note. The vehicle block earns its place. In the 249 lease packets examined, vehicle details were collected more consistently than income figures or Social Security numbers. That count comes from the lease corpus, not from purchase packets, where no field-level count was recovered, so read it as a lease finding. The reason holds either way: parking is the field the association uses several times a week, and the others it uses almost never.

Section 7. Pets and animals

The pet rules for this association are: `[PET_RULES_SUMMARY]`, at `[PET_RULES_CITATION]`.

( ) No animal will reside in or regularly visit the unit.

( ) The following animals will reside in or regularly visit the unit:

Type	Breed	Name	Age	Weight at maturity	Color	Rabies tag and expiry
______	______	______	______	______	______	______
______	______	______	______	______	______	______

Attach for each animal: current rabies certificate, current license if your municipality requires one, and a photograph.

Assistance animals

An assistance animal is not a pet and is not subject to the pet restrictions above. If you require an assistance animal, do not list it in the table. Instead, check here and ask the association for a reasonable accommodation request form:

( ) I intend to request a reasonable accommodation for an assistance animal.

The association will provide the request form within `[ACCOMMODATION_FORM_DAYS]` business days and will not condition approval of this transfer application on the outcome of that request.

Board note, counsel review required. Fair housing exposure around assistance animals is real, federal, and largely outside the Florida condominium statutes, so this template gives you the structural carve-out without a statutory citation attached to it. Have counsel confirm the wording against the Fair Housing Act, Florida's fair housing provisions, and current Florida law on assistance animal documentation before you publish. Two structural points hold regardless of how that review comes out: the assistance animal request is a separate track from the pet registration, and it is not a gate on the transfer decision.

Section 8. Emergency contact and access

Field	Entry
Emergency contact name	______
Relationship	______
Phone	______
Alternate phone	______
Email	______
Address	______

Will you leave a key or access code with the association or its manager? ( ) yes ( ) no If the unit will be vacant for extended periods, the person authorized to access it is: ______

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[HURRICANE_PREPARATION_TEXT]
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Section 9. Governing documents and resale disclosure

Acknowledgement of governing documents

I acknowledge that I have received, or have been given access to, current copies of the following, and that I have had the opportunity to read them before signing:

- ( ) Declaration of condominium and all recorded amendments
- ( ) Articles of incorporation and all amendments
- ( ) Bylaws and all amendments
- ( ) Current rules and regulations
- ( ) Most recent annual financial statement
- ( ) Current annual budget
- ( ) The frequently asked questions and answers document
- ( ) The division's governance form
- ( ) Milestone inspection report summary, if the association is required to have one
- ( ) Most recent structural integrity reserve study, or a statement that one has not been completed
- ( ) Turnover inspection report, if one was performed on or after July 1, 2023

I understand that these documents bind me, my household, my guests, and my tenants from the date I take title.

Applicant signature: ______ Date: ______

Board note, statute-driven. § 718.503(2)(a), Fla. Stat. entitles a prospective purchaser under contract to a current copy of the declaration, articles, bylaws and rules, the annual financial statement and annual budget, the milestone inspection report summary if applicable, the most recent structural integrity reserve study or a statement that none has been completed, the turnover inspection report for a turnover inspection performed on or after July 1, 2023, and the frequently asked questions and answers document required by § 718.504. That obligation runs from the **seller, at the seller's expense**, not from the association. § 718.503(2)(b) adds the division's governance form.

The association's related duty is different and independent: under § 718.111(12)(c)5., it must keep an adequate number of copies of the declaration, articles, bylaws, rules, all amendments, the question and answer sheet, and the most recent annual financial statement and annual budget available on the condominium property for unit owners and prospective purchasers, and it may charge its actual costs to furnish them. If the association operates a condominium of 25 or more units without timeshare units, § 718.111(12)(g) separately requires digital posting of a specified document set.

The checklist above therefore records the buyer's acknowledgement. It does not shift the seller's statutory duty onto the association, and it should never be edited to say that it does.

Rental restrictions in effect

Current rental restrictions: [RENTAL_RESTRICTION_SUMMARY] Adopted or last amended on: [RENTAL_RESTRICTION_DATE] Located at: [RENTAL_RESTRICTION_CITATION]

Applicant initials confirming receipt of the rental restrictions: ______

Board note, statute-driven. § 718.110(13), Fla. Stat. provides that an amendment prohibiting owners from renting their units, altering the duration of the rental term, or limiting the number of times owners may rent during a specified period applies only to owners who consented to the amendment and owners who **acquire title after its effective date**. A purchaser is in the second group and will be bound. That is exactly why the restriction has to be disclosed at application, in writing, with its adoption date, rather than discovered after closing by a buyer who assumed the unit was rentable.

Section 10. Applicant certification

I certify that:

1. Every statement in this application is true, complete, and accurate.
2. I have disclosed every person who will reside in the unit.
3. I understand that a material misstatement or omission is grounds for revoking any approval issued in reliance on it, whether the misstatement is discovered before or after closing.
4. I authorize the association and its managing agent to verify anything stated here, including contacting the landlords and mortgage holders I have identified in section 4.
5. I understand that approval of this application is not a representation by the association about the physical condition of the unit, the condition of the common elements, or the accuracy of any statement made by the seller or a broker.
6. I understand that the association's review window runs from the date a **complete** packet is received.

Applicant signature: ______ Printed name: ______ Date: ______

Co-applicant signature: ______ Printed name: ______ Date: ______

Section 11. Seller acknowledgement

To be completed by the current owner of record.

I am the owner of record of unit ______. I certify that:

1. I have provided the purchaser with the documents required of a selling owner by § 718.503(2), Fla. Stat., at my expense.
2. I have disclosed to the purchaser every open violation notice, unpaid assessment, unpaid fine, and pending special assessment affecting this unit that is known to me.
3. I understand that a purchaser is **jointly and severally liable with me** for all unpaid assessments that came due up to the time of transfer of title, under § 718.116(1)(a), Fla. Stat., and that the

amount owed to the association must be paid within 30 days after the transfer of title under § 718.116(1)(c).
4. I authorize the association to disclose to the purchaser, the purchaser's lender, and the closing agent the assessment status, violation history, and approval history of this unit.

Amounts I believe are currently owed on this unit: ______ Open violations I am aware of: ______

Seller signature: ______ Printed name: ______ Date: ______

Board note. The seller certification is one of the most useful pages in this packet. It puts the joint and several liability rule in front of both parties before closing, when it can still be priced into the transaction, rather than after, when it becomes a collection matter against a buyer who never saw it coming.

Section 12. Background screening authorization

Print and sign one copy of this page for each occupant age 18 or older. Do not combine adults on one page.

Applicant name: ______ Date of birth: ______ Current address: ______

I authorize `[ASSOCIATION_LEGAL_NAME]` and its designated screening vendor, `[SCREENING_VENDOR]`, to obtain and review the following in connection with my application for approval of a transfer of a condominium unit:

- ( ) Credit report
- ( ) Criminal history records within the scope described below
- ( ) Eviction and civil judgment records
- ( ) Verification of the residence history I provided
- ( ) `[ADDITIONAL_SCREENING_ITEM]`

I understand that the report will be used only to evaluate this application, that it will be maintained confidentially, and that I may request a copy of any report on which an adverse decision is based.

Signature: ______ Printed name: ______ Date: ______

Scope of the criminal history review

The association reviews criminal history only as follows:

- Only convictions are considered. An arrest that did not result in conviction is not considered.
- Only convictions within the last `[CRIMINAL_LOOKBACK_YEARS]` years are considered.
- Only offenses bearing on the safety of residents or the security of property are considered. The categories reviewed are: `[CRIMINAL_RELEVANT_CATEGORIES]`.
- A record within scope does not produce an automatic denial. The association conducts an individualized assessment considering the nature and severity of the offense, the time elapsed, evidence of rehabilitation, and the applicant's history since.

- An applicant whose application is affected by a criminal history record will be told so in writing and given an opportunity to respond before a final decision.

Board note, counsel review required. Blanket, open-ended criminal history questions were the single most common feature of the screening pages examined, and they carry federal fair housing disparate impact exposure that the Florida condominium statutes do not address. The structure above, a lookback limit, a relevance filter, an individualized assessment, and a right to respond, is drafting practice rather than a citation to Florida statute. Have counsel set the lookback period and the relevant categories for your association. Do not publish this page with the bracketed values still in it.

Board note on what this page does not ask. The corpus is full of screening pages that request birth certificates, marriage licenses, immigration or visa status, and in some cases a surcharge for applicants who are not United States residents. This template asks for none of those. They generate familial status and national origin exposure and none of them are necessary to decide whether an applicant may take title to a unit.

Association use only

Everything below this line is the association's internal record. Do not include these pages in the packet sent to applicants.

Section 13. Review record and decision

Audit strip

Event	Date	Recorded by
Application received	______	______
Determined complete	______	______
Missing items requested	______	______
Missing items received	______	______
Screening report received	______	______
Reviewed by `[APPROVAL_BODY]`	______	______
Decision issued to applicant	______	______
Certificate of approval delivered	______	______

Board note. Complete this strip every time, including on routine approvals. It is the only evidence that the association met whatever window its declaration imposes, and it is the first thing anyone will ask for if a closing is delayed and blame is being assigned.

Fee verification

Check	Result
Approval authority confirmed in the governing documents	( ) yes, at _______
Fee authority confirmed in the governing documents	( ) yes, at _______
Applicant count under the household rule	_______
Fee charged	_______
Fee charged is at or under the current published ceiling	( ) yes
Renewal of a lease with the same lessee, so no fee charged	( ) not applicable ( ) yes

Decision

Select one. Two decision states are not enough; a committee that can only approve or deny will deny applications it meant to hold.

- ( ) **Approved.** No conditions.
- ( ) **Approved with conditions.** The conditions are stated below and are limited to matters the governing documents authorize. Conditions take effect on closing.
- ( ) **Tabled.** The application is not decided. What is required to decide it, and by when, is stated below.
- ( ) **Denied.**

Conditions, if approved with conditions

Authority in the governing documents for each condition: _______

If tabled

Specific item or information required: _______ Date it is required by: _______ Date the application will be reconsidered: _______

If denied, both fields below must be completed

Provision of the declaration, articles, bylaws, or rules relied on, by citation: ______

The specific facts about this application that fail to satisfy that provision: ______

Date written notice of the denial and these reasons was sent to the applicant: ______ Sent by: ( ) email ( ) certified mail ( ) hand delivery Tracking or confirmation: ______

Board note, and read this one carefully. Chapter 718 does **not** require a condominium association to state reasons when it disapproves a transfer. The specificity requirement that does exist in Florida law, at § 720.3035(4)(a), Fla. Stat., applies to architectural decisions in homeowners' associations, not to condominium transfer approvals. This template requires written reasons anyway, and it does so for three reasons that have nothing to do with chapter 718.

First, a denial without a stated reason is the easiest possible fair housing claim to bring and the hardest to defend, because the association has produced no record of why it acted. Second, your declaration may impose a reason requirement, an alternative purchaser obligation, or both, and a committee that never writes reasons will not notice it has breached one. Third, an unexplained disapproval of a sale is the fact pattern most likely to be characterized as an unreasonable restraint on alienation.

Recording the covenant and the specific nonconforming fact costs a reviewer two minutes. Not recording them is what turns a defensible decision into an indefensible one.

Board note on delegation. Confirm that the person or committee signing this block actually holds the power to decide under your bylaws. A manager who signs an approval the bylaws reserve to the board has not approved anything.

Decided by: ______ Title: ______ Vote, if a body decided: for ______ against ______ abstain ______ Signature: ______ Date: ______

Section 14. Right of first refusal record

Complete this section only if Gate 3 identified a right of first refusal. Otherwise delete it.

Field	Entry
Right of first refusal exists under	______
Held by	( ) the association ( ) the members ( ) other: ______
Date the association received notice of the proposed sale	______
Purchase price and material terms as presented	______
Election period expires	______
Notice of the right circulated to members on	______

Field	Entry
Decision	( ) waived ( ) exercised
Date of the decision	______
Vote or authority for the decision	______
Written waiver or exercise delivered to the seller and closing agent on	______

Board note, statute-driven. § 718.116(8)(a)8.i., Fla. Stat. requires the estoppel certificate to state whether a right of first refusal is provided to the members or the association and, if so, whether it has been exercised. If this record is not kept at the time of the transaction, whoever prepares the estoppel certificate will be guessing, and the association is bound by what the certificate says.

Section 15. Certificate of approval

This is the document the closing depends on. Issue it as a standalone page on association letterhead. Do not make a closing agent read a decision out of the internal review file.

[ASSOCIATION_LEGAL_NAME]

Certificate of approval of transfer

Certificate date: ______

`[ASSOCIATION_LEGAL_NAME]` certifies that the transfer of the unit described below has been reviewed under the association's governing documents and is **approved**.

Field	Entry
Unit and address	______
Parking or garage space	______
Seller of record	______
Approved purchaser or purchasers	______
Approved occupants	______
Date of approval	______
Conditions of approval	( ) none ( ) as stated below

Field	Entry
Right of first refusal	( ) none exists ( ) exists and was waived on ______ ( ) exists and was exercised on ______

Conditions, if any: ______

This certificate expires on ______ if the transfer has not closed by that date. If the transaction changes in any material respect, including a change of purchaser, a change of occupants, or a change in the form in which title will be held, this certificate is void and a new application is required.

This certificate addresses the association's approval of the transfer only. It is not an estoppel certificate, does not state the amounts owed on the unit, and may not be relied on for the assessment status of the unit. An estoppel certificate must be requested separately under § 718.116(8), Fla. Stat.

Authorized signature: ______ Printed name and title: ______

Delivered to

- ( ) Title company or closing agent, on ______ by ______
- ( ) Buyer's agent, on ______ by ______
- ( ) Listing agent, on ______ by ______
- ( ) Purchaser, on ______ by ______
- ( ) Seller, on ______ by ______

Section 16. Estoppel certificate routing

The estoppel certificate is a separate statutory document with its own deadline, its own fee schedule, and its own contents. It is not part of this application and it is not covered by the transfer approval fee. This section exists so that the two are connected in the file rather than handled by two people who never speak.

Statute-driven, § 718.116(8), Fla. Stat.

- The association must issue the estoppel certificate **within 10 business days** after receiving a written or electronic request from a unit owner or the owner's designee, or a unit mortgagee or the mortgagee's designee.
- The association must **designate on its website** a person or entity, with a street or email address, to receive estoppel requests. Record yours here: `[ESTOPPEL_DESIGNEE_NAME]`, `[ESTOPPEL_DESIGNEE_ADDRESS]`.
- The certificate must be delivered by hand delivery, regular mail, or email **on the date of issuance**.
- It may be completed by a board member, an authorized agent or representative of the association, or an employee of an authorized management company.
- Effective period: **30 days** if hand delivered or sent electronically, **35 days** if sent by regular mail.
- If the association fails to deliver within 10 business days, **no fee may be charged** for that certificate.

- The association **waives** the right to collect any amount above what the certificate states, as against anyone who relies on it in good faith and their successors and assigns.
- An amended certificate may be issued within the effective period if new information or a mistake comes to light and the sale or refinancing has not closed. **No fee may be charged for an amended certificate**, and a new effective period starts on its issuance date.
- Fee ceiling, notwithstanding the transfer fee limit in § 718.112(2)(k): **$250** where no delinquent amounts are owed on the unit on the date of issuance; an **additional $100** if delivered on an expedited basis within 3 business days of the request; an **additional amount not exceeding $150** where a delinquent amount is owed. These figures are adjusted every five years by the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, and the Department of Business and Professional Regulation publishes the adjusted amounts. Confirm the published figures before printing them.
- Multiple units owned by the same owner, requested simultaneously with no past due obligations, are capped in the aggregate at $750 for 25 or fewer units, $1,000 for 26 to 50, $1,500 for 51 to 100, and $2,500 for more than 100.
- **Authority to charge any estoppel fee must be established by a written board resolution, or provided by a written management, bookkeeping, or maintenance contract.** Record yours: `[ESTOPPEL_FEE_RESOLUTION_DATE]`.
- If the certificate was requested for a sale or mortgage that does not close, and the preparer receives a written request with reasonable documentation from a payor who is not the unit owner no later than 30 days after the intended closing date, the fee is refunded to that payor within 30 days. The refund is the unit owner's obligation and the association may collect it as an assessment. This right may not be waived or modified by contract.
- No fee may be charged for providing the attorney contact information required when the account is delinquent and has been turned over for collection.

Routing record for this transaction

Field	Entry
Estoppel request received on	______
Received from	______
Business day 10 falls on	______
Expedited request	( ) no ( ) yes, 3 business days ends ______
Delinquent amounts owed on the unit	( ) no ( ) yes, amount ______
Fee charged	______
Certificate issued and delivered on	______
Delivery method	( ) hand ( ) regular mail ( ) email
Effective period ends	______

Field	Entry
Transfer approval answer given at item 8.h.	( ) approval required, approved ( ) approval required, not approved ( ) approval not required
Right of first refusal answer given at item 8.i.	( ) none ( ) exists, not exercised ( ) exists, exercised
Amended certificate issued	( ) no ( ) yes, on _______

Board note. The estoppel certificate has the highest fidelity mapping to statute of any document an association produces, because the legislature printed the form itself at § 718.116(8)(a), down to lettered sub-questions. If you build a separate estoppel template, mirror that list field for field and in that order. Items 8.h. and 8.i. are answered from sections 13 and 14 of this packet, which is the whole reason the two documents are connected here.

What this template deliberately leaves out

Every item below appears frequently in real Florida condominium transfer packets. None of it is here, and each omission has a reason.

Left out	Why
A transfer fee stated as a flat amount per adult	§ 718.112(2)(k) counts spouses, and a parent or parents with dependent children, as one applicant. Flat per-adult pricing therefore overcharges a married couple, and a parent with dependent children, by operation of the statute rather than as a matter of judgment.
A transfer fee above the published statutory ceiling	§ 718.112(2)(k) caps the fee per applicant and provides for CPI adjustment published by the Department of Business and Professional Regulation. Of the 249 packets examined, 13 stated a per-applicant amount above $150, two of them at $450 or $500.
A fee charged on the renewal of a lease with the same lessee	§ 718.112(2)(k) prohibits the charge outright. It is not a ceiling and a board cannot waive it into existence.
A fee charged where the governing documents do not require association approval and do not authorize the fee	§ 718.112(2)(k) makes both conditions prerequisites to charging anything.
A security deposit collected from a purchaser	§ 718.112(2)(k) authorizes an escrowed deposit

Left out	Why
	from a prospective **lessee** only, capped at one month's rent, held in an association escrow account, limited to common element and association property damage. There is no purchaser analogue.
A non-refundable move-in deposit stacked on a security deposit	No statutory authorization.
An estoppel charge folded into the transfer fee	§ 718.116(8)(f) makes the estoppel fee a separate charge with its own ceiling. Combining them obscures both limits.
A denial block with nowhere to write the reason	Not prohibited by chapter 718 for condominiums, and included here anyway. An unexplained disapproval of a sale is the association's weakest possible position in a fair housing claim or a restraint on alienation argument.
Blanket, open-ended criminal history questions	Federal fair housing disparate impact exposure. Replaced with a lookback limit, a relevance filter, an individualized assessment, and a right to respond. Counsel sets the parameters.
Requests for birth certificates, marriage licenses, immigration or visa status, and surcharges for applicants who are not United States residents	Familial status and national origin exposure, and none of it is needed to decide whether an applicant may take title.
A purchase price field on the intake page	The association's legitimate interest is the closing date. Price is collected in section 14 only where a right of first refusal makes it relevant.
A promise that the association will provide the resale disclosure documents	§ 718.503(2)(a) places that duty on the selling owner at the seller's expense. The association's separate duties are stated in section 9.
Approval conditioned on the applicant paying the seller's unpaid assessments as a precondition of approval	The purchaser's exposure already exists by statute under § 718.116(1)(a), and it is disclosed in section 11. Converting it into an approval condition converts a debt into a barrier to sale. Ask counsel before doing that.

Fill-in reference

Complete every value before publishing. A packet published with brackets still in it tells applicants the association did not read its own form.

Variable	What it is
`[ASSOCIATION_LEGAL_NAME]`	Exact legal name as it appears in the articles of incorporation
`[VERSION_DATE]`	Date this version of the packet was adopted
`[SUBMISSION_ADDRESS]`	Mailing address for the completed packet
`[SUBMISSION_EMAIL]`	Email address for the completed packet
`[CONTACT_NAME]`, `[CONTACT_PHONE]`	Who answers questions about the packet
`[APPROVAL_AUTHORITY_CITATION]`	Where the approval right appears in the governing documents
`[FEE_AUTHORITY_CITATION]`	Where the fee is authorized in the governing documents
`[TRANSFER_FEE_AMOUNT]`	Fee per applicant, at or under the current published ceiling
`[FEE_CEILING_CHECK_DATE]`	Date the current published ceiling was confirmed
`[TRANSFER_FEE_PAYEE]`	Payee for the approval fee
`[SCREENING_FEE_AMOUNT]`, `[SCREENING_FEE_PAYEE]`	Screening charge and its separate payee
`[ESTOPPEL_FEE_PAYEE]`	Payee for estoppel certificate fees
`[ESTOPPEL_DESIGNEE_NAME]`, `[ESTOPPEL_DESIGNEE_ADDRESS]`	The person or entity designated on the website to receive estoppel requests
`[ESTOPPEL_FEE_RESOLUTION_DATE]`	Date of the board resolution authorizing estoppel fees
`[ROFR_CITATION]`	Where a right of first refusal appears, if one exists
`[APPROVAL_BODY]`	Board or committee that decides
`[APPROVAL_MEETING_CADENCE]`	How often it meets
`[SUBMISSION_CUTOFF]`	Cutoff for inclusion in the next meeting

Variable	What it is
[OCCUPANCY_LIMIT_TEXT]	Occupancy limit and its source
[ROSTER_UPDATE_DAYS]	Days to report a roster change
[RESIDENCE_HISTORY_YEARS]	Years of residence history required
[DECAL_FEE]	Charge per parking decal or access device
[PET_RULES_SUMMARY], [PET_RULES_CITATION]	Pet restrictions and where they appear
[ACCOMMODATION_FORM_DAYS]	Business days to provide a reasonable accommodation request form
[HURRICANE_PREPARATION_TEXT]	Storm preparation obligations for an absent owner
[RENTAL_RESTRICTION_SUMMARY], [RENTAL_RESTRICTION_DATE], [RENTAL_RESTRICTION_CITATION]	Current rental restrictions, their adoption date, and their location
[SCREENING_VENDOR]	Screening company the association uses
[CRIMINAL_LOOKBACK_YEARS]	Lookback period counsel sets
[CRIMINAL_RELEVANT_CATEGORIES]	Offense categories counsel identifies as relevant
[ADDITIONAL_SCREENING_ITEM]	Any further authorized check
[ORIENTATION_REQUIREMENT_TEXT]	Whether an interview or orientation is required, and its basis
[CUSTOM_REQUIRED_ITEM_1], [CUSTOM_REQUIRED_ITEM_2]	Association-specific required attachments
[CUSTOM_CONDITIONAL_ITEM_1]	Association-specific conditional attachment

Statutes relied on

Every citation below was read against the Florida statute text in the Common Elements statute reference before this template was written.

Citation	What it supplies here
§ 718.112(2)(k), Fla. Stat.	Transfer fee authority and ceiling, the per-

Citation	What it supplies here
	applicant household rule, the renewal prohibition, CPI adjustment, and the lessee security deposit and escrow rules
§ 718.116(1)(a) and (1)(c), Fla. Stat.	Purchaser’s joint and several liability for the seller’s unpaid assessments, and the 30 day payment deadline after transfer of title
§ 718.116(8), Fla. Stat.	Estoppel certificate: 10 business day deadline, website designee, required contents including the transfer approval and right of first refusal questions, effective periods, waiver of excess amounts, fee ceilings and aggregate caps, the board resolution requirement, and the refund on a failed closing
§ 718.111(12)(b), Fla. Stat.	Seven year retention of official records within the state
§ 718.111(12)(c)5., Fla. Stat.	The association’s duty to keep governing documents available for owners and prospective purchasers, and, at sub-subparagraph b., the exclusion of transfer approval information from owner inspection
§ 718.111(12)(g), Fla. Stat.	Digital posting requirement for associations operating a condominium of 25 or more units without timeshare units
§ 718.110(13), Fla. Stat.	Rental amendments bind only consenting owners and owners who acquire title after the effective date
§ 718.503(2)(a) and (2)(b), Fla. Stat.	The selling owner’s resale disclosure package and the division governance form
§ 718.503(2)(d) and (2)(e), Fla. Stat.	Required conspicuous contract clauses and buyer voidability, including the milestone inspection, turnover inspection report, and structural integrity reserve study statements required in contracts entered into after December 31, 2024
§ 719.106(1)(i), Fla. Stat.	Cooperative transfer fee ceiling, cited only to mark the boundary of this template’s scope

Before this packet goes out

- ☐ Every bracketed variable is filled in
- ☐ Every Board note is deleted from the applicant-facing pages
- ☐ The current published transfer fee ceiling was confirmed, and the date recorded
- ☐ The current published estoppel fee ceilings were confirmed
- ☐ A board resolution authorizing the estoppel fee exists and is dated
- ☐ The estoppel designee is published on the association website
- ☐ The screening lookback period and relevant offense categories were set by counsel
- ☐ The assistance animal language was reviewed by counsel
- ☐ Association counsel has reviewed the packet as a whole
- ☐ The version date is set, and the prior version was withdrawn from circulation

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Disclaimer

This template is a starting point, not legal advice, and Common Elements is not your lawyer. Your association's declaration, articles, and bylaws control. They can require more than Florida law does, and where your own documents are stricter, they win over anything written here.

Chapter 718 changes almost every legislative session. The fee ceilings this packet relies on are adjusted for inflation every five years and republished by the Department of Business and Professional Regulation, so confirm the current published figures before you print an amount. Several sections are flagged for counsel review because they touch fair housing exposure that the Florida condominium statutes do not address at all.

Have a Florida attorney who practices community association law read the finished packet before your board adopts it, and read it again after any session that amends chapter 718.