

The Senate Committee on Special Judiciary offered the following substitute to SB 178:

A BILL TO BE ENTITLED  
AN ACT

1 To amend Chapter 3 of Title 44 of the Official Code of Georgia Annotated, relating to  
2 regulation of specialized land transactions, so as to provide for statements of account under  
3 the "Georgia Condominium Act" and the "Georgia Property Owners' Association Act" for  
4 fees owed to condominium associations and property owners' associations, respectively, to  
5 facilitate certain property transactions; to provide for information required in a statement of  
6 account; to provide for a statutory form for use as a statement of account; to provide for the  
7 manner of providing such statements; to provide for fees for certain services; to provide for  
8 related matters; to repeal conflicting laws; and for other purposes.

9 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

10 style="text-align:center">**SECTION 1.**

11 Chapter 3 of Title 44 of the Official Code of Georgia Annotated, relating to regulation of  
12 specialized land transactions, is amended by revising subsection (d) of Code  
13 Section 44-3-109, relating to lien for assessments, personal obligation of unit owner, notice  
14 and foreclosure, lapse, right to statement of assessments, and effect of failure to furnish  
15 statement, as follows:

16 ~~"(d)(1) Any unit owner, mortgagee of a unit, person having executed a contract for the~~  
17 ~~purchase of a condominium unit, or lender considering the loan of funds to be secured by~~  
18 ~~a condominium unit shall be entitled upon request to a statement from the association or~~  
19 ~~its management agent setting forth the amount of assessments past due and unpaid~~  
20 ~~together with late charges and interest applicable thereto against that condominium unit.~~  
21 ~~Such request shall be in writing, shall be delivered to the registered office of the~~  
22 ~~association, and shall state an address to which the statement is to be directed. Failure~~  
23 ~~on the part of the association to mail or otherwise furnish such statement regarding~~  
24 ~~amounts due and payable at the expiration of such five-day period with respect to the~~  
25 ~~condominium unit involved to such address as may be specified in the written request~~  
26 ~~therefor within five business days from the receipt of such request shall cause the lien for~~

~~assessments created by this Code section to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the association and upon every unit owner. Payment of a fee not exceeding \$10.00 may be required as a prerequisite to the issuance of such a statement if the condominium instruments so provided. Within ten business days after receiving a written request for a statement of account from a unit owner or the unit owner's designee, a mortgage lender considering the loan of funds to be secured by a unit, or a mortgagee of a unit or the designee of such mortgagee of a unit, the association shall issue a statement of account applicable to such unit. Such request shall be considered received at the time it is sent if transmitted by electronic means or by hand delivery and upon delivery if transmitted by statutory overnight delivery. An association shall designate on its website or otherwise publish the name of a person or entity with a street or email address for receipt of a request for such statement of account. A statement of account shall be delivered by email, electronic download, or other electronic means; hand delivery; or statutory overnight delivery to the requester on the date of the issuance of the statement of account.~~

(2) A statement of account shall be completed by an officer, authorized agent, or authorized representative of the association, including any authorized agent, authorized representative, or employee of a management company authorized to complete such statement of account on behalf of the association. Such officer, authorized agent, or authorized representative is authorized to use the form provided for in paragraph (7) of this subsection for completion of the statement of account for satisfaction of all requirements of the statement of account. A statement of account shall contain the following information regarding the unit for which the request was made:

(A) Date of issuance;

(B) Date of the request and name of the requester;

(C) Name of the unit owner or owners as reflected in the books and records of the association;

(D) Unit address;

(E) Fee for the preparation of the statement of account;

(F) The following assessment information applicable to the unit:

(i) The amount of the regular periodic assessment levied against the unit;

(ii) The frequency of the regular periodic assessment levied against the unit;

(iii) The due date for the next installment of the regular periodic assessment and the anticipated amount due;

64 (iv) The total balance owed by the unit owner on the date of issuance of all  
65 assessments, special assessments, and other charges levied by the association on the  
66 unit; and

67 (v) The amount of regular periodic assessments, special assessments, and capital  
68 contribution, initiation fee, or working capital charges that is scheduled to become due  
69 to the association against the unit after the date of issuance for the effective period.  
70 In calculating the amount that is scheduled to become due, the association shall  
71 assume that any delinquent amount will remain delinquent during the effective period  
72 of the statement of account;

73 (G) Identification of any existing violation of the association's covenants, bylaws, rules  
74 and regulations, or guidelines for which the unit owner has received notice according  
75 to the association's books and records and any recurring charges for such violation;

76 (H) A list of and contact information for all other associations of which the unit owner  
77 is a mandatory member by virtue of ownership of the unit;

78 (I) If requested, a copy of the governing documents for the association in its  
79 possession;

80 (J) If requested, a copy of the association's certificate of insurance for any insurance  
81 provided by the association to the unit or the name, address, and telephone number of  
82 the association's insurance provider of any such insurance;

83 (K) If requested, a copy of the association's current year budget, and most recently  
84 prepared income statement and balance sheet; and

85 (L) The signature of an officer or authorized agent of the association.

86 (3) A statement of account shall have a 30 day effective period. If additional information  
87 becomes known to the association or its agent during the effective period of the statement  
88 of account, the association or its agent may issue and deliver, at no additional charge, an  
89 amended statement of account which shall become effective, provided that a sale or  
90 refinancing of the unit has not already been completed during the effective period. Such  
91 amended statement of account shall be delivered on the date of issuance, and a new 30  
92 day effective period shall begin on such date.

93 (4) An association shall waive the right to collect any moneys owed from a buyer or its  
94 successors and assigns, and its lien rights, in excess of the amount specified in the  
95 statement of account.

96 (5) The association's or its agent's failure to:

97 (A) Furnish a statement of account as requested and in accordance with this subsection  
98 shall result in the association's or its agent's forfeiture of its fee for the preparation and  
99 delivery of the statement of account; and

100 (B) Disclose the correct amount of an assessment, a special assessment, or other  
 101 moneys owed to the association shall result in the loss of any obligation of a buyer to  
 102 pay the undisclosed sum due and loss of the lien right for the incorrect reported  
 103 assessment, special assessment, or other moneys owed to the association.

104 (6)(A) An association or its authorized agent may charge a reasonable fee for the  
 105 preparation and delivery of a statement of account which shall not exceed \$250.00. If  
 106 a statement of account is requested on an expedited basis and delivered within three  
 107 business days following the request, the association or its agent may charge an  
 108 additional fee for the expedited service which shall not exceed \$100.00. If an amended  
 109 statement of account is requested at any time during or within 30 days after the  
 110 expiration of the effective period, an association or its agent may charge an additional  
 111 fee of not more than \$50.00 for such amended statement of account.

112 (B) The fees specified in this paragraph shall be adjusted every three years beginning  
 113 on July 1, 2022, by the total percentage of inflation during such three-year period, as  
 114 determined by the Consumer Price Index for all urban consumers, United States city  
 115 average, all items, as published by the Bureau of Labor Statistics of the United States  
 116 Department of Labor, in increments to the nearest dollar.

117 (7) A document substantially in the following form may be used to make a statutory form  
 118 statement of account that has the meaning and effect prescribed by this subsection:

119 'STATUTORY STATEMENT OF ACCOUNT

120 This Statutory Statement of Account ("SSA") has been issued in full compliance with  
 121 the statutory requirements of O.C.G.A. 44-3-109(d) or 44-3-232(d).

122 **Association:** \_\_\_\_\_

123 **Management Company:** \_\_\_\_\_

124 <u><b>Property Address</b></u>	<u><b>Property Owners:</b></u>
125 <u><b>("Property"):</b></u>	<u><b>(Per Association's Records)</b></u>
126 _____	_____
127 _____	_____
128 _____	_____

129 **(A) Date of Issuance:** \_\_\_\_\_

130 NOTE: This SSA, unless amended, will be effective for a period of 30 days from the  
 131 Date of Issuance ("Effective Period").

132 **(B) Date of Request:** \_\_\_\_\_

133 Name of Requester: \_\_\_\_\_

134 **(C) Type of Request and Applicable Fees for SSA:**

135  Standard Issue (issued within ten business days of its request) \$ \_\_\_\_\_

136  Expedited Issue (issued in less than ten and within three business days of its request) \$ \_\_\_\_\_

137  Amended Issue (by Association, no charge) \_\_\_\_\_

138  Amended Issue (upon request) \$ \_\_\_\_\_

139  Other \_\_\_\_\_

140 Total Fees charged for SSA: \$ \_\_\_\_\_

141 **(D) Assessment Information Applicable to the Property:**

142 (i) Amount of the regular periodic assessment levied against  
143 the Property . . . . . \$ \_\_\_\_\_

144 (ii) Frequency of the regular periodic assessment levied against  
145 the Property . . . . . \_\_\_\_\_

146 (iii) Due date for the next installment of the regular periodic  
147 assessment . . . . . \_\_\_\_\_

148 (iv) Total balance owed by the Property Owner on the Date of  
149 Issuance for all assessments, special assessments, and other  
150 charges levied by the Association against the Property . . . . . \_\_\_\_\_

151 (v) Amount of regular periodic assessments, special  
152 assessments, and capital contribution/initiation fee/working  
153 capital contribution charges that are scheduled to become due to  
154 the Association against the Property after the Date of Issuance  
155 for the Effective Period . . . . . \_\_\_\_\_

156 **(E) An identification of any existing violation(s) of the Association's covenants,**  
157 **bylaws, rules and regulations, and guidelines ("Governing Documents") for which**  
158 **the Property Owner has received notice according to the Association's books and**  
159 **records:** \_\_\_\_\_

160 \_\_\_\_\_  
161 \_\_\_\_\_

162 If applicable, the amount of \$ \_\_\_\_\_ will be charged each  
163 thereafter until the violation has been abated.

164 **(F) A list of and contact information for all other associations of which the**  
 165 **Property Owner is a mandatory member by virtue of ownership of the Property:**  
 166 \_\_\_\_\_  
 167 \_\_\_\_\_  
 168 \_\_\_\_\_

169 **(G) If requested, a copy of the Governing Documents for the Association in its**  
 170 **possession:** \_\_\_\_\_

171 **(H) If requested, a copy of the Association's certificate of insurance for any**  
 172 **insurance provided by the Association to the Property in its possession OR the**  
 173 **name, address, and telephone number of the Association's insurance provider of**  
 174 **any such insurance:** \_\_\_\_\_  
 175 \_\_\_\_\_  
 176 \_\_\_\_\_

177 **(I) The signature of an officer or authorized agent of the Association:**  
 178 **By:** \_\_\_\_\_  
 179 **Print Name:** \_\_\_\_\_  
 180 **Its:** \_\_\_\_\_ "

181 **SECTION 2.**

182 Said chapter is further amended by revising subsection (d) of Code Section 44-3-232, relating  
 183 to assessments against lot owners as constituting lien in favor of association, additional  
 184 charges against lot owners, procedure for foreclosing lien, and obligation to provide  
 185 statement of amounts due, as follows:

186 ~~"(d)(1) Any lot owner, mortgagee of a lot, person having executed a contract for the~~  
 187 ~~purchase of a lot, or lender considering the loan of funds to be secured by a lot shall be~~  
 188 ~~entitled upon request to a statement from the association or its management agent setting~~  
 189 ~~forth the amount of assessments past due and unpaid together with late charges and~~  
 190 ~~interest applicable thereto against that lot. Such request shall be in writing, shall be~~  
 191 ~~delivered to the registered office of the association, and shall state an address to which~~  
 192 ~~the statement is to be directed. Failure on the part of the association, within five business~~  
 193 ~~days from the receipt of such request, to mail or otherwise furnish such statement~~  
 194 ~~regarding amounts due and payable at the expiration of such five-day period with respect~~  
 195 ~~to the lot involved to such address as may be specified in the written request therefor shall~~  
 196 ~~cause the lien for assessments created by this Code section to be extinguished and of no~~

197 further force or effect as to the title or interest acquired by the purchaser or lender, if any,  
198 as the case may be, and their respective successors and assigns, in the transaction  
199 contemplated in connection with such request. The information specified in such  
200 statement shall be binding upon the association and upon every lot owner. Payment of  
201 a fee not exceeding \$10.00 may be required as a prerequisite to the issuance of such a  
202 statement if the instrument so provides. Within ten business days after receiving a  
203 written request for a statement of account from a lot owner or the lot owner's designee,  
204 a mortgage lender considering the loan of funds to be secured by a lot, or a mortgagee of  
205 a lot or the designee of such mortgagee of a lot, the association shall issue a statement of  
206 account applicable to such lot. Such request shall be considered received at the time it  
207 is sent if transmitted by electronic means or by hand delivery and upon delivery if  
208 transmitted by statutory overnight delivery. An association shall designate on its website  
209 or otherwise publish to its owners the name of a person or entity with a street or email  
210 address for receipt of a request for such statement of account. A statement of account  
211 shall be delivered by email, electronic download, or other electronic means; hand  
212 delivery; or statutory overnight delivery to the requester on the date of the issuance of the  
213 statement of account.

214 (2) A statement of account shall be completed by an officer, authorized agent, or  
215 authorized representative of the association, including any authorized agent, authorized  
216 representative, or employee of a management company authorized to complete such  
217 statement of account on behalf of the association. Such officer, authorized agent, or  
218 authorized representative is authorized to use the form provided for in paragraph (7) of  
219 this subsection for completion of the statement of account for satisfaction of all  
220 requirements of the statement of account. A statement of account shall contain the  
221 following information regarding the lot for which the request was made:

222 (A) Date of issuance;

223 (B) Date of the request and name of the requester;

224 (C) Name of the lot owner or owners as reflected in the books and records of the  
225 association;

226 (D) Lot address;

227 (E) Fee for the preparation of the statement of account;

228 (F) The following assessment information applicable to the lot:

229 (i) The amount of the regular periodic assessment levied against the lot;

230 (ii) The frequency of the regular periodic assessment levied against the lot;

231 (iii) The due date for the next installment of the regular periodic assessment and the  
232 anticipated amount due;

233 (iv) The total balance owed by the lot owner on the date of issuance of all  
234 assessments, special assessments, and other charges levied by the association against  
235 the lot; and

236 (v) The amount of regular, periodic assessments, special assessments, and capital  
237 contribution, initiation fee, or working capital charges that is scheduled to become due  
238 to the association against the lot after the date of issuance for the effective period. In  
239 calculating the amount that is scheduled to become due, the association shall assume  
240 that any delinquent amount will remain delinquent during the effective period of the  
241 statement of account;

242 (G) Identification of any existing violation of the association's covenants, bylaws, rules  
243 and regulations, or guidelines for which the lot owner has received notice according to  
244 the association's official records and any recurring charges for such violation;

245 (H) A list of and contact information for all other associations of which the lot owner  
246 is a mandatory member by virtue of ownership of the lot;

247 (I) If requested, a copy of the governing documents for the association in its  
248 possession;

249 (J) If requested, a copy of the association's certificate of insurance for any insurance  
250 provided by the association to the lot or the name, address, and telephone number of the  
251 association's insurance provider of any such insurance;

252 (K) If requested, a copy of the association's current year budget, and most recently  
253 prepared income statement and balance sheet; and

254 (L) The signature of an officer or authorized agent of the association.

255 (3) A statement of account shall have a 30 day effective period. If additional information  
256 becomes known to the association or its agent within the effective period of the statement  
257 of account, the association or its agent may issue and deliver, at no additional charge, an  
258 amended statement of account which shall become effective, provided that a sale or  
259 refinancing of the lot has not already been completed during the effective period. Such  
260 amended statement of account shall be delivered on the date of issuance, and a new 30  
261 day effective period shall begin on such date.

262 (4) An association shall waive the right to collect any moneys owed from a buyer or its  
263 successor and assigns, and its lien rights, in excess of the amount specified in the  
264 statement of account.

265 (5) The association's or its agent's failure to:

266 (A) Furnish a statement of account as requested and in accordance with this subsection  
267 shall result in the association's or its agent's forfeiture of its fee for the preparation and  
268 delivery of the statement of account; and



269 (B) Disclose the correct amount of an assessment, a special assessment, or other  
 270 moneys owed to the association shall result in the loss of any obligation of a buyer to  
 271 pay the undisclosed sum due and loss of the lien right for the incorrect reported  
 272 assessment, special assessment, or other moneys owed to the association.

273 (6)(A) An association or its authorized agent may charge a reasonable fee for the  
 274 preparation and delivery of a statement of account which shall not exceed \$250.00. If  
 275 a statement of account is requested on an expedited basis and delivered within three  
 276 business days after the request, the association or its agent may charge an additional fee  
 277 for the expedited service which shall not exceed \$100.00. If an amended statement of  
 278 account is requested at any time during or within 30 days after the expiration of the  
 279 effective period, an association or its agent may charge a fee of not more than \$50.00  
 280 for such amended statement of account.

281 (B) The fees specified in this paragraph shall be adjusted every three years beginning  
 282 on July 1, 2022, by the total percentage of inflation during such three-year period, as  
 283 determined by the Consumer Price Index for all urban consumers, United States city  
 284 average, all items, as published by the Bureau of Labor Statistics of the United States  
 285 Department of Labor, in increments to the nearest dollar.

286 (7) A document substantially in the following form may be used to make a statutory form  
 287 statement of account that has the meaning and effect prescribed by this subsection:

288 'STATUTORY STATEMENT OF ACCOUNT

289 This Statutory Statement of Account ("SSA") has been issued in full compliance with  
 290 the statutory requirements of O.C.G.A. 44-3-109(d) or 44-3-232(d).

291 Association: \_\_\_\_\_

292 Management Company: \_\_\_\_\_

293 <u>Property Address</u>	293 <u>Property Owners:</u>
294 <u>("Property"):</u>	294 <u>(Per Association's Records)</u>
295 _____	295 _____
296 _____	296 _____
297 _____	297 _____

298 (A) Date of Issuance: \_\_\_\_\_

299 NOTE: This SSA, unless amended, will be effective for a period of 30 days from the  
 300 Date of Issuance ("Effective Period").

301 **(B) Date of Request:** \_\_\_\_\_

302 Name of Requester: \_\_\_\_\_

303 **(C) Type of Request and Applicable Fees for SSA:**

304  Standard Issue (issued within ten business days of its request) \$ \_\_\_\_\_

305  Expedited Issue (issued in less than ten and within three business days of its request) \$ \_\_\_\_\_

306  Amended Issue (by Association, no charge) \_\_\_\_\_

307  Amended Issue (upon request) \$ \_\_\_\_\_

308  Other \_\_\_\_\_

309 Total Fees charged for SSA: \$ \_\_\_\_\_

310 **(D) Assessment Information Applicable to the Property:**

311 (i) The amount of the regular periodic assessment levied  
312 against the Property ..... \$ \_\_\_\_\_

313 (ii) Frequency of the regular periodic assessment levied against  
314 the Property ..... \_\_\_\_\_

315 (iii) Due date for the next installment of the regular periodic  
316 assessment ..... \_\_\_\_\_

317 (iv) Total balance owed by the Property Owner on the Date of  
318 Issuance for all assessments, special assessments, and other  
319 charges levied by the Association against the Property ..... \_\_\_\_\_

320 (v) Amount of regular periodic assessments, special  
321 assessments, and capital contribution/initiation fee/working  
322 capital contribution charges that are scheduled to become due to  
323 the Association against the Property after the Date of Issuance  
324 for the Effective Period ..... \_\_\_\_\_

325 **(E) An identification of any existing violation(s) of the Association's covenants,**  
326 **bylaws, rules and regulations, and guidelines ("Governing Documents") for which**  
327 **the Property Owner has received notice according to the Association's books and**  
328 **records:** \_\_\_\_\_

329 \_\_\_\_\_  
330 \_\_\_\_\_

331 If applicable, the amount of \$ \_\_\_\_\_ will be charged each  
332 thereafter until the violation has been abated.

333 **(F) A list of and contact information for all other associations of which the**  
 334 **Property Owner is a mandatory member by virtue of ownership of the Property:**  
 335 \_\_\_\_\_  
 336 \_\_\_\_\_  
 337 \_\_\_\_\_

338 **(G) If requested, a copy of the Governing Documents for the Association in its**  
 339 **possession:** \_\_\_\_\_

340 **(H) If requested, a copy of the Association's certificate of insurance for any**  
 341 **insurance provided by the Association to the Property in its possession OR the**  
 342 **name, address, and telephone number of the Association's insurance provider of**  
 343 **any such insurance:** \_\_\_\_\_  
 344 \_\_\_\_\_  
 345 \_\_\_\_\_

346 **(I) The signature of an officer or authorized agent of the Association:**  
 347 **By:** \_\_\_\_\_  
 348 **Print Name:** \_\_\_\_\_  
 349 **Its:** \_\_\_\_\_”

350 **SECTION 3.**  
 351 All laws and parts of laws in conflict with this Act are repealed.