CONDOCLOCK

THE BOARD WILL ASK. What a missed milestone date now costs.

SOURCE-LINKED VERIFIED 2026-06-12 FS 553.899 · FS 718.112 · FNMA B4-2.1-03

FIG. 1 — THE EXPOSURE CHAIN · ONE MISSED DATE, FOUR CONSEQUENCES

FIDUCIARY BREACH

Officers and directors have a **fiduciary relationship to unit owners** (FS 718.111(1)(a)). If they **willfully and knowingly** fail to have a milestone inspection performed, or to complete a SIRS, that failure **is — by statute — a breach of that fiduciary relationship** (FS 718.112(2)(h); (2)(g)10.). A missed deadline is the first fact a plaintiff's lawyer will cite.

[leg.state.fl.us · FS 718.111 + 718.112 · verified 2026-06-12]

COUNTY PENALTIES

Florida law lets local enforcement agencies **set their own penalties** for milestone non-compliance (FS 553.899(10)). Counties are using it: in **Collier County**, non-compliance is a misdemeanor punishable by a fine of up to **$500 — and each day of continued non-compliance counts as a separate offense** (Ord. 2022-42, amended 2023-41, 2024-48). That's up to $500 per day, per building.

[collier.gov Ordinance 2022-42 §5 + FS 553.899(10) · verified 2026-06-12]

FINANCING FREEZE

Under Fannie Mae's eligibility rules (Selling Guide B4-2.1-03; LL-2021-14), a project with **unaddressed critical repairs, significant deferred maintenance, or a repair directive from a regulatory authority or inspection agency is ineligible** for Fannie Mae purchase — and a project flagged **"Unavailable"** in Condo Project Manager stays ineligible **until repairs are completed and documented**. An unaddressed phase-two finding is exactly that kind of red flag — and it freezes conventional financing for unit sales.

[selling-guide.fanniemae.com B4-2.1-03 + LL-2021-14 · verified 2026-06-12]

THE CONTRACT

None of the above lands on the engineer. **The association is responsible for compliance by statute** (FS 553.899(4)) — and when the board asks who was supposed to be watching the dates, they call their management company. That conversation is where contracts end.

[leg.state.fl.us · FS 553.899(4) · verified 2026-06-12]

FIG. 2 — THE FIVE QUESTIONS YOUR BOARD WILL ASK

Q1 **"Are any of our buildings already past a statutory deadline?"**

The first two transition deadlines (Dec 31, 2024 and Dec 31, 2025) have already passed. If you can't answer building-by-building, that is the answer.

Q2 **"If a date slips, who is personally exposed?"**

Officers and directors — see FIG. 1. And the statute puts compliance on **the association itself** (FS 553.899(4)); "we thought our manager was tracking it" appears nowhere in the statute.

Q3 **"We got the phase-two report. What if repairs aren't scheduled?"**

If repairs have not commenced within 365 days of the phase-two report, the local enforcement agency **must review whether the building is unsafe for human occupancy** (FS 553.899(11)).

[leg.state.fl.us · FS 553.899(11) · verified 2026-06-12]

Q4 **"If we land on the Fannie Mae list, how do we get off?"**

Not until required repairs are **"completed and documented"** (LL-2021-14). The exit is a documentation discipline, not a phone call.

Q5 **"Who is watching the county rules change?"**

Collier's ordinance alone was amended twice in two years (2022-42 → 2023-41 → 2024-48). Statewide, the framework has been revised twice since 2022 (HB 1021/2024, HB 913/2025). Somebody has to own that watch.

Also worth raising with your insurance agent: industry counsel note that milestone/SIRS compliance is starting to surface in D&O renewals — insurers may ask for proof of compliance. (Practitioner commentary, not statute.)

The dates are knowable. The watch is the hard part. Run any building's full statutory chain — notice to repairs — in seconds, source-linked and date-stamped.

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