

Housing, Agriculture & Tourism Subcommittee

Tuesday, March 11, 2025
1:00PM - 4:00PM
Morris Hall (17 HOB)

Daniel Perez
Speaker

Michelle Salzman
Chair

The Florida House of Representatives

Commerce Committee

Housing, Agriculture & Tourism Subcommittee

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Meeting Agenda

Tuesday, March 11, 2025
1:00pm – 4:00pm
Morris Hall (17 HOB)

I. Call to Order

II. Roll Call

III. Welcome and Opening Remarks

IV. Consideration of the following bill(s):

- HB 247 Affordable Housing by Conerly
- HB 381 Issuance of Address and Individual Parcel Identification Numbers by Holcomb
- HB 579 Development Permits and Orders by Overdorf
- HB 913 Condominium Associations by Lopez, V.
- HB 1015 Real Property and Condominium Flood Disclosures by Hunschofsky

V. Closing Remarks

VI. Adjournment

214 House Office Building, 402 South Monroe Street, Tallahassee, Fl 32399-1300
(850) 717-4870

FLORIDA HOUSE OF REPRESENTATIVES
BILL ANALYSIS

This bill analysis was prepared by nonpartisan committee staff and does not constitute an official statement of legislative intent.

BILL #: HB 247	**COMPANION BILL:** CS/SB 184 (Gaetz)
TITLE: Affordable Housing	**LINKED BILLS:** None
SPONSOR(S): Conerly	**RELATED BILLS:** None

Committee References

Housing, Agriculture & Tourism ➤ Intergovernmental Affairs ➤ Commerce

SUMMARY

Effect of the Bill:

The bill requires local governments to adopt an ordinance to allow accessory dwelling units, without any corresponding increase in parking requirements, in any area zoned for single-family residential use. Under the bill, the required ordinance does not apply to a planned unit development or master planned community.

The bill also creates a mezzanine finance model program (Program) within the Florida Housing Finance Corporation (Corporation) to encourage local housing authorities to stimulate the supply of affordable housing for owner occupancy. Under the bill, the Corporation must:

- Consult with the Shimberg Center for Housing Studies on the design of the Program; and
- Select counties in which to implement the Program.

Additionally, the bill provides that local governments may provide density bonus incentives to landowners who donate real estate for the purpose of assisting local governments in providing attainable housing to military families that are receiving the basic allowance for housing.

Fiscal or Economic Impact:

The bill has an indeterminate impact on local governments and the private sector.

JUMP TO SUMMARY ANALYSIS RELEVANT INFORMATION BILL HISTORY

ANALYSIS

EFFECT OF THE BILL:

Accessory Dwelling Units

The bill requires, rather than authorizes, local governments to adopt an ordinance to allow the construction of accessory dwelling units (ADUs) in any area zoned for single-family residential and prohibits local governments from imposing any corresponding increase in parking requirements where such ADUs are constructed. (Section 1.)

The bill also provides that the required ordinance does not apply to a planned unit development or master planned community, as such terms are defined in current statute.[1] (Section 1.)

[1] "Planned unit development" or "master planned community" means an area of land that is planned and developed as a single entity or in approved stages with uses and structures substantially related to the character of the entire development, or a self-contained development in which the subdivision and zoning controls are applied to the project as a whole rather than to individual lots. S. 163.3202(5)(b)2., F.S.

Mezzanine Finance Model Program

The bill requires the Florida Housing Finance Corporation (Corporation) to establish a model program (Program) that uses mezzanine financing to encourage local housing authorities to stimulate the supply of affordable housing for owner occupancy. (Section 2.)

Under the bill, the Corporation must consult with the Shimberg Center for Housing Studies at the University of Florida on the design of the Program. The Corporation must also select counties in which to implement the Program. (Section 2.)

Density Bonus Incentives

The bill provides that local governments may provide density bonus incentives to landowners who donate real estate for the purpose of assisting local governments in providing affordable housing to military families that are receiving the basic allowance for housing. (Section 3.)

The effective date of the bill is July 1, 2025. (Section 4.)

RULEMAKING:

The bill instructs the Corporation to create and implement a new model program, the Mezzanine Finance Model Program, which will require rulemaking.[2] The bill does not confer rulemaking authority for this Program, although the Corporation's current rulemaking authority in s. 420.507(12), F.S., is sufficient to create and implement this new Program.[3]

Lawmaking is a legislative power; however, the Legislature may delegate a portion of such power to executive branch agencies to create rules that have the force of law. To exercise this delegated power, an agency must have a grant of rulemaking authority and a law to implement.

FISCAL OR ECONOMIC IMPACT:

LOCAL GOVERNMENT:

The bill has an indeterminate impact on local housing authorities.[4]

PRIVATE SECTOR:

The bill has an indeterminate positive impact on extremely-low-income, very-low-income, low-income, and moderate-income persons. If more local governments allow for the construction of ADUs, and more ADUs are in fact constructed, this may lead to an increased supply of attainable housing options throughout Florida. Further, to the extent the Mezzanine Finance Model Program assists local governments in identifying alternative funding methods, more attainable housing projects may come to fruition.

The bill also has an indeterminate positive impact on military families who receive the basic allowance for housing, but only to the extent that the local jurisdictions in which the military families live opt-in to providing the density bonus incentive under the bill.

RELEVANT INFORMATION

SUBJECT OVERVIEW:

Affordable Housing in Florida

Housing is considered affordable when monthly rents or monthly mortgage payments, including taxes, insurance, and utilities, do not exceed 30 percent of a family's gross income.[5] Over 2.4 million low-income Florida households

[2] Florida Housing Finance Corporation, Agency Analysis of 2025 House Bill 247, pgs. 2 and 4 (Feb. 14, 2025).
[3] *Id.*, at pgs. 2 and 4.
[4] *Id.*, at p. 3.
[5] S. 420.0004(3), F.S.

pay more than 30% of their incomes towards housing, which is the maximum amount considered affordable by experts.[6] Over half of these households, or 1.3 million low-income households, spend more than 50% of their income towards housing costs.[7] This makes it difficult for those households to save for retirement or emergencies and difficult to afford other necessities like food and childcare.[8]

Eligibility to participate in Florida's state and federally-funded housing programs is determined by area median income (AMI) or statewide median family income, which is published annually by the United States Department of Housing and Urban Development (HUD).[9] In Florida, the current statewide AMI for a family of four is $88,600 (as family size changes, the income range also varies):[10]

- Extremely-low-income – earning up to 30 percent AMI (at or below $26,600);[11]
- Very-low-income – earning from 30.01 to 50 percent AMI ($26,601 to $44,300);[12]
- Low-income – earning from 50.01 to 80 percent AMI ($44,301 to $70,900);[13] and
- Moderate-income – earning from 80.01 to 120 percent of AMI ($70,901 to $106,320).[14]

As of 2024, Florida had only 24 affordable and available rental units for every 100 extremely low-income renters.[15] In addition, there were little to no communities in Florida that could provide enough housing to support this group of renters, which is primarily made up of low-income workers, retirees, and people with disabilities.[16]

Accessory Dwelling Units

The Legislature has taken measures in recent years to address Florida's need for more affordable housing.[17] One of those measures included encouraging the construction of accessory dwelling units (ADUs) in single-family residential areas to increase the availability of affordable rentals.

An accessory dwelling unit is an ancillary or secondary living unit that has a separate kitchen, bathroom, and sleeping area, existing either within the same structure, or on the same lot, as the primary dwelling unit.[18] ADUs can go by many different names such as "carriage house," "mother-in-law suite," or "coach house," and are quite common throughout the United States.[19]

ADUs offer benefits to both individual homeowners and the wider communities where they exist.[20] For individuals, ADUs:

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[6] Florida Housing Coalition, *2024 Home Matters Report*, p. 2. https://flhousing.org/wp-content/uploads/2024/08/FHC-2024-Home-Matters-Report.pdf (last visited Feb. 24, 2025).
[7] *Id.*
[8] *Id.*
[9] *See* U.S. Dept. of Housing and Urban Development: Office of Policy Development and Research, *Income Limits*, https://www.huduser.gov/portal/datasets/il.html#documents_2024 (last visited Feb. 24, 2025).
[10] U.S. Dept. of Housing and Urban Development: Office of Policy Development and Research, *FY 2024 State Income Limits: Florida*, https://www.huduser.gov/portal/datasets/il/il2024/2024summary.odn?inputname=STTLT*1299999999%2BFlorida&selection_type=county&stname=Florida&statefp=12.0&year=2024 (last visited Feb. 24, 2025).
[11] *Id. See also* s. 420.0004(9), F.S.
[12] *Supra* note 10. *See also* s. 420.0004(17), F.S.
[13] *Supra* note 10. *See also* s. 420.0004(11), F.S.
[14] *Supra* note 10. *See also* s. 420.0004(12), F.S.
[15] *Supra* note 6, at p. 2.
[16] *Id.*
[17] In 2023, the Legislature passed the Live Local Act, which represented a generational retooling of state housing policy in Florida. The Legislature made subsequent amendments to the Act in 2024. *See* chs. 2023-17, and 2024-188, Laws of Fla. *See also* Florida Housing Coalition, *Overview of the Live Local Act*, https://www.floridahousing.org/live-local-act (last visited Feb. 24, 2025).
[18] S. 163.31771(2)(a), F.S.
[19] City of Tallahassee: Growth Management Department, *Zoning Spotlight: Accessory Dwelling Units*, March 2024, p. 1. https://www.talgov.com/uploads/public/documents/growth/zoning_spot_231010.pdf (last visited Feb. 24, 2025).
[20] *Id.*

- Allow families to provide care to aging or disabled relatives, while still providing those relatives some independence.
- Provide young adults an affordable housing option as a first step after college.
- May be a source of rental income to the landowner.[21]

For the wider community, ADUs:
- Are a more affordable housing alternative compared to a single-family residence or apartment unit with costly neighborhood and amenity fees.
- Create diverse neighborhoods with a variety of residents of different ages and backgrounds.[22]

Under current law, a local government in Florida is authorized – but not required – to adopt an ordinance that allows ADUs in any area zoned for single-family residential use.[23] An application for a permit to construct an ADU must be accompanied by an affidavit from the applicant in which the applicant attests that the unit will be rented at an affordable rate to extremely-low-income, very-low-income, low-income, or moderate-income persons.[24]

Florida Housing Finance Corporation

The Florida Housing Finance Corporation (Corporation) was created in 1997 as a public-private entity to assist in providing a range of affordable housing opportunities for Floridians.[25] The Corporation is held by the state and housed within the Department of Commerce (Department).[26] Additionally, the Corporation is a separate budget entity and its operations are not subject to control, supervision, or direction by the Department.[27]

The Corporation's mission is to increase the supply of safe, affordable housing for individuals and families in Florida.[28] The Corporation encourages the investment of private capital and facilitates public and private sector housing partnerships.[29] As a financial institution, the Corporation administers federal and state resources to finance the development and preservation of affordable rental housing and assist homebuyers with financing and down payments.[30]

The Corporation may prevent an applicant or an applicant's affiliate from participating in any of its programs under certain circumstances if the applicant or affiliate has:
- Made a material misrepresentation or engaged in fraudulent actions in connection with any Corporation program;
- Been convicted or found guilty of, or entered a plea of guilty or nolo contendere[31] to, a crime in any jurisdiction which directly relates to the financing, construction, or management of affordable housing or the fraudulent procurement of state or federal funds;
- Been excluded from any federal funding program related to providing housing, including debarment from participation in federal housing programs by the U.S. Department of Housing and Urban Development;
- Been excluded from any federal or Florida procurement programs;

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[21] *Id.*
[22] *Id.*
[23] S. 163.31771(3), F.S.
[24] S. 163.31771(4), F.S.
[25] *See* ch. 97-167, Laws of Fla.
[26] S. 420.504(1), F.S.
[27] S. 420.504(3), F.S.
[28] S. 420.502, F.S. *See also* Florida Housing Finance Corporation, *About Florida Housing*, https://www.floridahousing.org/about-florida-housing/ (last visited Feb. 24, 2025);
[29] S. 420.502, F.S. *See also* Office of Program Policy Analysis & Government Accountability, *Report No. 09-S15*: *Florida Housing Finance Corporation Overview*, The Florida Legislature Sunset Review, Jan. 2009, p. 1. https://oppaga.fl.gov/Documents/Reports/09-15S.pdf (last visited Feb. 24, 2025).
[30] *See* Florida Housing Finance Corporation, *About Florida Housing*, https://www.floridahousing.org/about-florida-housing/ (last visited Feb. 24, 2025).
[31] By entering a plea of nolo contendere, a defendant does not admit the allegations of the charge against him or her in a technical sense, but rather represents the defendant's unwillingness to contest the charge. *Grizzard v. State*, 881 So. 2d 673, at 676-677 (Fla. Dist. Ct. App. 2004). *See also, Vinson v. State*, 345 So.2d 711 (Fla.1977); *Kelly v. Dep't of Health & Rehab. Serv.*, 610 So.2d 1375 (Fla. 2d DCA 1992).

- Offered or given consideration, other than the consideration to provide affordable housing, with respect to a local contribution;
- Demonstrated a pattern of noncompliance and a failure to correct any such noncompliance after notice from the Corporation in the construction, operation, or management of one or more developments funded through a Corporation program; or
- Materially or repeatedly violated any condition imposed by the corporation in connection with the administration of a corporation program, including a land use restriction agreement, an extended use agreement, or any other financing or regulatory agreement with the corporation.[32]

Shimberg Center for Housing Studies

The Shimberg Center for Housing Studies at the University of Florida (Shimberg Center) was established in 1988[33] by the Legislature to promote safe and affordable housing and related community development throughout the state.[34] The Shimberg Center works closely with the Corporation to provide data and analysis to guide Florida's affordable housing efforts.[35] Since 2001, the Shimberg Center has provided, under contract with the Corporation, the Florida Housing Data Clearinghouse, which is a collection of affordable housing supply and demand data.[36]

To facilitate planning for the affordable housing needs of Floridians, the Shimberg Center must:

- Quantify affordable housing needs in the state by analyzing data, including information provided through the housing elements of local comprehensive plans, and identify revisions in the housing element data requirements that would result in more uniform, meaningful information being obtained;
- Document the results since 1980 of all Department-administered programs that provide incentives for housing production or improvement, including the number of units produced and the unit cost under each program; and
- Inventory the supply of affordable housing units made available through federal, state, and local programs, including unit availability in each local government and the geographic distribution of such units.[37]

Additionally, by December 31 of each year, the Shimberg Center must submit to the Legislature an updated housing report that describes the supply of and need for affordable housing.[38] This annual housing report must include:

- A synopsis of the training activities and community-based housing activities for the year;
- A status report on the degree of progress toward meeting the housing objectives of the Department; and
- Recommended housing initiatives for the next fiscal year and recommended priorities for assistance to the various target populations within the spectrum of housing need.[39]

Mezzanine Financing

Mezzanine financing is a type of financing that allows for access to capital beyond traditional debt and equity financing.[40] In the world of private real estate transactions, mezzanine financing is a hybrid of debt and equity financing in which the lender has the right to convert debt to an equity interest in the borrower's company (or the

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[32] S. 420.518(1), F.S.
[33] When it was created in 1988, the Shimberg Center was originally called the Center for Affordable Housing at UF's Rinker School of Construction Management. It was renamed the "Shimberg Center for Affordable Housing" in 1991, and it was again renamed in 2009 to what it is today, the Shimberg Center for Housing Studies. *See* Shimberg Center for Housing Studies, *About the Shimberg Center*, http://www.shimberg.ufl.edu/about (last visited Feb. 24, 2025).
[34] Shimberg Center for Housing Studies, *About the Shimberg Center*, http://www.shimberg.ufl.edu/about (last visited Feb. 24, 2025).
[35] Shimberg Center for Housing Studies, *Florida's Affordable Housing Needs*, http://www.shimberg.ufl.edu/research/affordable-housing-needs#:~:text=Since%202001%2C%20we%20have%20produced,years%20on%20Florida%20Housing's%20behalf (last visited Feb. 24, 2025).
[36] *Id.*
[37] S. 420.6075(1), F.S.
[38] S. 420.6075(2), F.S.
[39] *Id.*
[40] *See* Origin Investments, *What is Mezzanine Debt?* July 21, 2023. https://origininvestments.com/what-is-mezzanine-debt/ (last visited Feb. 24, 2025).

company, if the company is the borrower) in the event of default.[41] In terms of risk, mezzanine financing exists between senior debt[42] and equity.[43, 44]

An example of an existing federal government program that utilizes mezzanine financing is the New Markets Tax Credit Program (NMTC Program), which helps economically distressed communities attract private capital by providing investors with a federal tax credit.[45] Through the NMTC Program, the Community Development Financial Institutions Fund (CDFI Fund), which is part of the U.S. Department of the Treasury, allocates tax credit authority to Community Development Entities (CDEs) through a competitive application process.[46] CDEs are financial intermediaries through which private capital flows from an investor to a qualified business located in a low-income community.[47] CDEs use their authority to offer tax credits to investors in exchange for equity in the CDE.[48]

Using the capital from these equity investments, CDEs can make loans and investments to businesses operating in low-income communities on better rates and terms than others in the market. In exchange for investing in the CDEs, investors claim a tax credit worth 39% of their original CDE equity stake, which is claimed over a seven-year period.[49]

Density Bonus Incentives

A density bonus is a development incentive that allows developers to increase the maximum allowable development for a proposed project, as defined by a local zoning code, in exchange for the developer's support of specified public policy goals.[50] Density bonus programs are a common planning tool at local, county, and state levels all over the United States, but vary greatly both in the kinds of bonuses offered and the policy goals the incentives are intended to address.[51]

In Florida, local governments have the inherent home rule authority[52] to provide density bonuses in exchange for the production of affordable housing units.[53] Specifically, a local government may provide density bonus incentives

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[41] Investopedia, *Mezzanine Financing: What Mezzanine Debt Is and How It's Used*, June 13, 2024. https://www.investopedia.com/terms/m/mezzaninefinancing.asp (last visited Feb. 24, 2025).
[42] Senior debt is borrowed money that a company must repay first if it goes out business. Each type of financing has a different priority level in being repaid if a company goes out of business. If a company goes bankrupt, the issuers of senior debt, which are often bondholders or banks that have issued revolving credit lines, are most likely to be repaid, followed by junior or subordinated debt holders and hybrid debt instruments such as convertible notes, then preferred stock holders. Common stock holders are typically last on the list. Investopedia, *Senior Debt: What It Is, Why It's Less Risky*, Nov. 2020, https://www.investopedia.com/terms/s/seniordebt.asp (last visited Feb. 28, 2025).
[43] Equity financing is the process of raising capital for a company through the sale of issued shares. Investopedia, *What is Equity Financing?* July 2024, https://www.investopedia.com/terms/e/equityfinancing.asp (last visited Feb. 28, 2025).
[44] *Supra*, note 41.
[45] U.S. Dept. of the Treasury Community Development Financial Institutions Fund, *Fact Sheet: New Markets Tax Credit Program*, Oct. 13, 2022. https://www.cdfifund.gov/sites/cdfi/files/2022-11/New_Markets_Tax_Credit_Program_FactSheet.pdf (last visited Feb. 24, 2025).
[46] *Id.*
[47] *Id.*
[48] *Id.*
[49] *Id.*
[50] Planetizen, *What is a Density Bonus?* https://www.planetizen.com/definition/density-bonuses (last visited Feb. 24, 2025).
[51] *Id.*
[52] Home rule power refers to the ability of counties and municipalities to enact ordinances at the local level without prior state approval. Such ordinances, however, must not conflict with state or federal laws. In Florida, home rule language was proposed and subsequently adopted in the 1968 Constitutional revision. After several legal challenges, the Legislature adopted the Home Rule Powers Act in 1973, which ended challenges related to city and county home rule powers. *See* Florida League of Cities, *Understanding Florida's Home Rule Power*, May 2011, https://www.floridaleagueofcities.com/docs/default-source/Civic-Education/historyofhomerule.pdf?sfvrsn=2 (last visited Feb. 24, 2025).
[53] *See* ss. 125.01055(1), (2), (4), and (6), F.S.; s. 166.04151(1), (2), (4), and (6), F.S.

to any landowner who voluntarily donates real property to the local government for the purpose of assisting the local government in providing affordable housing.[54]

In practice, an increase in density for a proposed development offers an economic incentive for developers to produce affordable housing.[55] The allowance of full density allowed by local land use and zoning regulations, as well as additional approved units allowed by density bonuses, creates the opportunity for an affordable housing development to be financially feasible.[56] The allowance of more density also incentivizes market-rate developers to produce affordable units.[57] The sale of more units or the leasing of more apartments offsets the lower sales price or rent payments for each affordable unit.[58]

To receive a density bonus under Florida law, the donated real property must:

- Be appropriate for use as affordable housing, as determined by the local government;[59] and
- Be subject to deed restrictions to ensure the property will be used for affordable housing.[60]

The deed restrictions must also prohibit an affordable housing unit from being sold at a price that exceeds the threshold for housing that is affordable for low-income or moderate-income persons or to a buyer who is not eligible due to his or her income under chapter 420, F.S., Florida's Housing statutes. The deed restriction may allow affordable housing units to be rented to extremely-low-income, very-low-income, low-income, or moderate-income persons.[61]

RECENT LEGISLATION:

YEAR	BILL #	HOUSE SPONSOR(S)	SENATE SPONSOR	OTHER INFORMATION
2023	CS/SB 102	Busatta	Calatayud	The legislation that enacted the original Live Local Act in 2023.
2024	CS/CS/SB 328	Lopez, V.	Calatayud	The 2024 legislation that amended the Live Local Act.

BILL HISTORY

COMMITTEE REFERENCE	ACTION	DATE	STAFF DIRECTOR/ POLICY CHIEF	ANALYSIS PREPARED BY
Housing, Agriculture & Tourism Subcommittee			Curtin	Fletcher
Intergovernmental Affairs Subcommittee				
Commerce Committee				

[54] S. 420.615(1), F.S.
[55] Florida Housing Coalition, *Affordable Housing Incentive Strategies: A Guidebook for Affordable Housing Advisory Committee Members and Local Government Staff*, Aug. 2021, p. 49, https://www.flhousing.org/wp-content/uploads/2021/08/8-4-21-AHAC-Guide-UPDATE.pdf (last visited Feb. 24, 2025).
[56] *Id.*
[57] *Id.*
[58] *Id.*
[59] S. 420.615(1), F.S.
[60] S. 420.615(6), F.S.
[61] *Id.*

A bill to be entitled

An act relating to affordable housing; amending s. 163.31771, F.S.; requiring, rather than authorizing, a local government to adopt an ordinance to allow accessory dwelling units in certain areas; prohibiting such an ordinance from increasing parking requirements; providing applicability of such an ordinance; creating s. 420.5098, F.S.; requiring the Florida Housing Finance Corporation to establish a model program that uses mezzanine finance for a certain purpose; requiring the corporation to consult with a specified entity; amending s. 420.615, F.S.; authorizing a local government to provide a density bonus incentive to landowners who make certain real property donations to assist in the provision of affordable housing for military families; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (3) of section 163.31771, Florida Statutes, is amended to read:

163.31771 Accessory dwelling units.—

(3) A local government shall ~~may~~ adopt an ordinance to allow accessory dwelling units, without any corresponding

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

increase in parking requirements, in any area zoned for single-family residential use. Such ordinance does not apply to a planned unit development or master planned community as those terms are defined in s. 163.3202(5)(b)2.

Section 2. Section 420.5098, Florida Statutes, is created to read:

420.5098 Mezzanine finance model program.—The Florida Housing Finance Corporation shall establish a model program that uses mezzanine finance to encourage local housing authorities to stimulate the supply of affordable housing for owner occupancy. The corporation shall consult with the Shimberg Center for Housing Studies at the University of Florida on the design of the program. The corporation shall select counties in which to implement the program.

Section 3. Subsection (1) of section 420.615, Florida Statutes, is amended to read:

420.615 Affordable housing land donation density bonus incentives.—

(1) A local government may provide density bonus incentives pursuant to the provisions of this section to any landowner who voluntarily donates fee simple interest in real property to the local government for the purpose of assisting the local government in providing affordable housing, including housing that is affordable for military families receiving the basic allowance for housing. Donated real property must be

determined by the local government to be appropriate for use as affordable housing and must be subject to deed restrictions to ensure that the property will be used for affordable housing.

Section 4. This act shall take effect July 1, 2025.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

HOUSING, AGRICULTURE, AND TOURISM SUBCOMMITTEE

HB 247 by Rep. Conerly
Relating to Affordable Housing

AMENDMENT SUMMARY
March 11, 2025

Amendment 1 by Rep. Conerly (Line 23): The amendment modifies the definition of "accessory dwelling unit" to include certain manufactured homes.

Amendment 2 by Rep. Conerly (Line 30): The amendment removes the requirement for the Florida Housing Finance Corporation to establish a mezzanine finance model program.

Amendment No. 1

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	__	(Y/N)
ADOPTED AS AMENDED	__	(Y/N)
ADOPTED W/O OBJECTION	__	(Y/N)
FAILED TO ADOPT	__	(Y/N)
WITHDRAWN	__	(Y/N)
OTHER	_____	

Committee/Subcommittee hearing bill: Housing, Agriculture & Tourism Subcommittee

Representative Conerly offered the following:

Amendment (with directory and title amendments)

Between lines 23 and 24, insert:

(2) As used in this section, the term:

(a) "Accessory dwelling unit" means an ancillary or secondary living unit, that has a separate kitchen, bathroom, and sleeping area, existing either within the same structure, or on the same lot, as the primary dwelling unit and shall include manufactured homes constructed on or after January 1, 2025 to the National Manufactured Housing Construction and Safety Standards.

D I R E C T O R Y A M E N D M E N T

Remove lines 21-22 and insert:

Section 1. Paragraph (a) of subsection (2), and subsection (3) of section 163.31771, Florida Statutes, is amended to read:

T I T L E A M E N D M E N T

Remove line 3 and insert:

s. 163.31771, F.S.; amending the definition of accessory dwelling unit to include certain manufactured homes; requiring, rather than authorizing, a

Amendment No. 2

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	__ (Y/N)
ADOPTED AS AMENDED	__ (Y/N)
ADOPTED W/O OBJECTION	__ (Y/N)
FAILED TO ADOPT	__ (Y/N)
WITHDRAWN	__ (Y/N)
OTHER	_____

Committee/Subcommittee hearing bill: Housing, Agriculture & Tourism Subcommittee

Representative Conerly offered the following:

Amendment (with title amendment)

Remove lines 30-39

T I T L E A M E N D M E N T

Remove lines 8-12 and insert:

ordinance; amending s. 420.615, F.S.;

HB 381

FLORIDA HOUSE OF REPRESENTATIVES
BILL ANALYSIS

This bill analysis was prepared by nonpartisan committee staff and does not constitute an official statement of legislative intent.

BILL #: HB 381	**COMPANION BILL:** SB 784 (Ingoglia)
TITLE: Issuance of Address and Individual Parcel Identification Numbers	**LINKED BILLS:** None
SPONSOR(S): Holcomb	**RELATED BILLS:** None

Committee References

Housing, Agriculture & Tourism ➤ Intergovernmental Affairs ➤ Commerce

SUMMARY

Effect of the Bill:

Requires the local government responsible for reviewing and approving a plat to issue street and mailing addresses, along with individual parcel identification numbers, within two weeks after a final plat has been recorded; imposes a financial penalty on the local government for failing to meet the deadline.

Fiscal or Economic Impact:

None

JUMP TO SUMMARY ANALYSIS RELEVANT INFORMATION BILL HISTORY

ANALYSIS

EFFECT OF THE BILL:

The bill requires local governments to issue the street and mailing address, along with the individual parcel identification numbers within two weeks after a final plat is recorded by the circuit court clerk or other recording officer. (Section 1).

The bill imposes a penalty on a local government that fails to comply with the 2-week deadline; the building permit fee is reduced by 10% for each business day the local government fails to issue the street, mailing address and parcel identification number. (Section 1).

The effective date of the bill is July 1, 2025. (Section 2).

RELEVANT INFORMATION

SUBJECT OVERVIEW:

Platting

A "plat" is a map or detailed representation of the subdivision of lands, providing a complete and precise depiction of the subdivision, along with other information that complies with all applicable state requirements and local ordinances.[1] Platting ensures that when subdividing property into lots, all streets, alleys, easements, rights-of-way, public areas, utilities, and sewer and stormwater improvements are identified.[2]

While state laws provide the minimum requirements for the platting of lands, local governments may adopt additional requirements.[3]

[1] S. 177.031(14), F.S.
[2] S. 177.091, F.S.; LakelandLaw.com, *The Basics of Platting Property, (*May 28, 2020), LakelandLaw.com (last visited Feb. 19, 2025).
[3] S. 177.011, F.S.; Jimerson Birr, *Platting*, Jimerson Birr (last visited Feb. 21, 2025).

The authority for plat approval is designated as follows:[4]

- When the plat to be submitted for approval is located wholly within the boundaries of a municipality, the governing body of the municipality has exclusive jurisdiction to approve the plat.
- When a plat lies wholly within the unincorporated areas of a county, the governing body of the county has exclusive jurisdiction to approve the plat.
- When a plat lies within the boundaries of more than one governing body, two plats must be prepared and each governing body has exclusive jurisdiction to approve the plat within its boundaries, unless the governing bodies having said jurisdiction agree that one plat is mutually acceptable.

Many local governments have a process to approve a preliminary plat before approving a final plat, and once a preliminary plat is approved, a developer may be allowed to commence construction before the plat is approved. For example, the City of Jacksonville, the Village of Royal Palm Beach, and the City of Tallahassee allow for a preliminary plat approval process.[5]

The fee to have a plat approved differs between local governments. For instance:

- The city of Orlando charges either $1,200 or $3,000, depending on the type of plat being submitted.[6]
- Madison County charges either $1500, $1700, or $2000, depending on whether it is a preliminary or final plat and whether improvements are required; additionally, Madison County charges a $50 fee per lot, along with consultant fees.[7]

Once a final plat is approved, it is submitted to the clerk of the circuit court for recording.[8]

RECENT LEGISLATION:

YEAR	BILL #	HOUSE SPONSOR(S)	SENATE SPONSOR	OTHER INFORMATION
2024	CS/CS/HB 665	McClain	Ingoglia	The bill was laid on the table. SB 812, similar, was approved by the Governor.

BILL HISTORY

COMMITTEE REFERENCE	ACTION	DATE	STAFF DIRECTOR/ POLICY CHIEF	ANALYSIS PREPARED BY
Housing, Agriculture & Tourism Subcommittee			Curtin	Rodriguez
Intergovernmental Affairs Subcommittee				
Commerce Committee				

[4] S. 177.071(1), F.S.
[5] City of Jacksonville Code of Ordinances s. 654-109; Village of Royal Palm Beach Code of Ordinances s. 22-22; City of Tallahassee Code of Ordinances s. 9-92.
[6] City of Orlando, *Fees—Commercial Development*, City of Orlando (last visited Feb. 25, 2025).
[7] Madison County Florida, *Planning & Zoning Fees*, Madison County (last visited Feb. 25, 2025).
[8] S. 177.073(1)(b), F.S.

A bill to be entitled

An act relating to issuance of address and individual parcel identification numbers; creating s. 177.1115, F.S.; requiring the appropriate governing body to issue, within a specified time after the recording of the plat, certain information; providing a penalty; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 177.1115, Florida Statutes, is created to read:

177.1115 Issuance of address and individual parcel identification numbers after final plat is recorded; penalty.-

(1) Within 2 weeks after the recordation of a plat by the circuit court clerk or other recording officer, the appropriate governing body shall issue the street and mailing address, along with the individual parcel identification numbers, as contained in the plat offered for recording pursuant to s. 177.091.

(2) If the appropriate governing body does not issue the street and mailing address, along with the individual parcel identification numbers, within the 2-week period in subsection (1), the building permit fee shall be reduced by 10 percent for each business day that the body fails to issue such information.

Section 2. This act shall take effect July 1, 2025.

CODING: Words stricken are deletions; words underlined are additions.

HOUSING, AGRICULTURE, AND TOURISM SUBCOMMITTEE

HB 381 by Rep. Holcomb
Relating to Issuance of Address and Individual Parcel Identification

AMENDMENT SUMMARY
March 11, 2025

Amendment #1 by Rep. Holcomb (Line 14-25): The amendment establishes a 14-business-day deadline for local governments to issue certain information and authorizes applicants to hire certain private providers.

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	___ (Y/N)
ADOPTED AS AMENDED	___ (Y/N)
ADOPTED W/O OBJECTION	___ (Y/N)
FAILED TO ADOPT	___ (Y/N)
WITHDRAWN	___ (Y/N)
OTHER	_____

Committee/Subcommittee hearing bill: Housing, Agriculture & Tourism Subcommittee

Representative Holcomb offered the following:

Amendment (with title amendment)

Remove lines 14-24 and insert:

identification numbers after final plat is recorded; private provider alternative; penalty.

(1) Within 14 business days after the recordation of a plat by the circuit court clerk or other recording officer, the appropriate governing body shall issue the street and mailing address, along with the individual parcel identification numbers, as contained in the plat offered for recording pursuant to s. 177.091.

(2) If the appropriate governing body does not issue the required street and mailing address, along with the individual

parcel identification numbers, within the 14-business-day period prescribed in subsection (1), the following shall apply:

(a) The applicant may engage a private provider, duly registered in the state, to create the required addresses and parcel identification numbers in accordance with applicable local, state, and national addressing standards.

(b) Upon completion, the private provider shall submit the assigned addresses and parcel identification numbers to the governing body for verification. The governing body must complete its verification process within 5 business days of receiving the submission.

(c) If the governing body fails to verify the submitted addresses and parcel identification numbers within 5 business days, the addresses assigned by the private provider shall be deemed approved for all official purposes.

(3) The governing body shall not collect any addressing fee if it fails to issue the required address and parcel identification numbers within the timeframes specified in this section.

T I T L E A M E N D M E N T

Remove line 6 and insert:

the plat, certain information; authorizing the use of a private provider; providing a penalty;

HB 579

FLORIDA HOUSE OF REPRESENTATIVES
BILL ANALYSIS

This bill analysis was prepared by nonpartisan committee staff and does not constitute an official statement of legislative intent.

BILL #: HB 579	**COMPANION BILL:** SB 1080 (McClain)
TITLE: Development Permits and Orders	**LINKED BILLS:** None
SPONSOR(S): Overdorf	**RELATED BILLS:** None

Committee References

Housing, Agriculture & Tourism ➤ Intergovernmental Affairs ➤ Commerce

SUMMARY

Effect of the Bill:

The bill requires local governments to:
- Specify the minimum information required for certain zoning applications; and
- Process an application for a development permit or development order within certain timeframes.

The bill also prohibits a local government from limiting the number of quasi-judicial hearings or public hearings if such limitation causes delay in the consideration of an application.

Additionally, the bill provides that a local government must issue a refund to an applicant if the local government fails to meet certain timeframes when processing an application. There are exceptions to the requirement to issue a refund if certain conditions exist.

Fiscal or Economic Impact:

The bill has an indeterminate impact on local governments and the private sector.

JUMP TO SUMMARY ANALYSIS RELEVANT INFORMATION BILL HISTORY

ANALYSIS

EFFECT OF THE BILL:

Minimum Information for Certain Zoning Applications

The bill requires that a local government[1] must specify in writing the minimum information that must be submitted in an application for a zoning approval, rezoning approval, subdivision approval, certification, special exception, or variance. Under the bill, the local government must:
- Make the minimum information available for inspection and copying at the location where the local government receives applications for development permits and orders;
- Provide the minimum information to the applicant at a preapplication meeting; or
- Post the minimum information on the local government's website. (Section 1 for counties; Section 2 for municipalities.)

Timeframes for Processing an Application

Within 5 business days after receiving an application for approval of a development permit or development order, the bill requires that a local government must confirm receipt of the application using the contact information provided by the applicant. (Section 1 for counties; Section 2 for municipalities.)

[1] Local government means any county or municipality. *See* s. 163.3164(29), F.S.

The bill clarifies that, within 30 days after receiving an application for approval of a development permit or order, a local government must review the application for completeness and either:

- Issue a written notification to the applicant indicating that all required information is submitted; or
- Specify, with particularity and in writing, any areas that are deficient. (Section 1 for counties; Section 2 for municipalities.)

For an application for a development permit or order that ***does not*** require final action through a quasi-judicial hearing or public hearing, the bill requires a local government to, within ***120 days*** after the local government has deemed the application complete:

- Approve the application;
- Approve the application with conditions; or
- Deny the application. (Section 1 for counties; Section 2 for municipalities.)

For an application for a development permit or order that ***does*** require final action through a quasi-judicial hearing or public hearing, the bill requires a local government to, within ***180 days*** after the local government has deemed the application complete:

- Approve the application;
- Approve the application with conditions; or
- Deny the application. (Section 1 for counties; Section 2 for municipalities.)

The bill prohibits a local government from limiting the number of quasi-judicial hearings or public hearings held each month if such limitation causes any delay in the consideration of an application for approval of a development permit or order. (Section 1 for counties; Section 2 for municipalities.)

Additionally, the bill clarifies that a local government and an applicant may agree in writing to an extension of time for processing an application, particularly in the event of a force majeure or other extraordinary circumstance. (Section 1 for counties; Section 2 for municipalities.)

The bill provides that the foregoing timeframes restart if an applicant makes a substantive change to the application. The bill defines "substantive change" as an applicant-initiated change of 15 percent or more in the proposed density, intensity, or square footage of a parcel. (Section 1 for counties; Section 2 for municipalities.)

Requirement to Issue a Refund

The bill requires a local government to issue a refund to an applicant equal to:

- Ten percent of the application fee if the local government fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the application.
- Ten percent of the application fee if the local government fails to issue a written notification of completeness or written specification of areas of deficiency within 30 days after receiving the additional information pursuant to an initial request by the local government to furnish such additional information.
- Twenty percent of the application fee if the local government fails to issue a written notification of completeness or written specification of areas of deficiency within 10 days after receiving the additional information pursuant to a second request by the local government to furnish such additional information.
- Fifty percent of the application fee if the local government fails to approve, approve with conditions, or deny the application within 30 days after conclusion of the 120-day or 180-day timeframe specified above.
- One hundred percent of the application fee if the local government fails to approve, approve with conditions, or deny an application 31 days or more after conclusion of the 120-day or 180-day timeframe specified above. (Section 1 for counties; Section 2 for municipalities.)

Under the bill, however, a local government is not required to issue a refund in any of the foregoing scenarios if:

- The applicant and the local government agree to an extension of time;
- The delay is caused by the applicant; or
- The delay is attributable to a force majeure or other extraordinary circumstance. (Section 1 for counties; Section 2 for municipalities.)

FISCAL OR ECONOMIC IMPACT:

LOCAL GOVERNMENT:

The bill may have an indeterminate negative fiscal impact on local governments to the extent those governments must issue refunds for failing to meet statutory deadlines relating to development permits and orders.
PRIVATE SECTOR:

The bill may have an indeterminate positive fiscal impact to the extent applicants receive refunds from counties and municipalities that fail to meet statutory deadlines relating to development permits and orders.

RELEVANT INFORMATION

SUBJECT OVERVIEW:

Comprehensive Planning

The Community Planning Act[2] provides counties and municipalities with the power to plan for future development by adopting comprehensive plans.[3] Each county and municipality must maintain a comprehensive plan to guide future development and growth.[4]

All development, both public and private, and all development orders approved by local governments must be consistent with the local government's comprehensive plan.[5] A comprehensive plan is intended to provide for the future use of land, which contemplates a gradual and ordered growth, and establishes a long-range maximum limit on the possible intensity of land use.[6]

A locality's comprehensive plan lays out the locations for future public facilities, including roads, water and sewer facilities, neighborhoods, parks, schools, and commercial and industrial developments.[7] A comprehensive plan is made up of 10 required elements, each laying out regulations for a different facet of development.[8] Local governments may also include optional elements in their comprehensive plan.[9] The 10 required elements are:

- Capital improvements.
- Future land use plan.
- Transportation.
- General sanitary sewer, solid waste, drainage, potable water and natural groundwater aquifer recharge.
- Conservation.
- Recreation and open space.
- Housing.
- Coastal management.
- Intergovernmental coordination.
- Property rights.[10]

Development Permits and Orders

[2] Ch. 163, part II, F.S.
[3] S. 163.3167(1), F.S.
[4] S. 163.3167(2), F.S.
[5] S. 163.3194(1)(a), F.S.
[6] *See, e.g.,* Comprehensive Plan of Sarasota County, Fla. Codified through Ordinance No. 2024-028 (May 2024). Future Land Use Policy 1.1.1. https://library.municode.com/fl/sarasota_county/codes/comprehensive_plan?nodeId=ELEMENT_3LAUS (last visited Mar. 8, 2025).
[7] S. 163.3177(1), F.S.
[8] S. 163.3177(6), F.S.
[9] S. 163.3177(1)(b), F.S.
[10] *Id*.

Under the Community Planning Act, a development permit is any official action of a local government permitting the development of land.[11] Development plans include, but are not limited to, building permits, zoning permits, subdivision approval, rezoning, certifications, special exceptions, and variances.[12] A development order is issued by a local government and grants, denies, or grants with conditions an application for a development permit.[13]

Within 30 days after receiving an application for approval of a development permit or development order, a county or municipality must review the application for completeness and issue a letter indicating that all required information is submitted or specify any areas that are deficient.[14] If the application is deficient, the applicant has 30 days to address the deficiencies by submitting the required additional information.

Within 120 days after the county or municipality has deemed the application complete, or 180 days for applications that require final action through a quasi-judicial hearing or a public hearing, the county or municipality must approve, approve with conditions, or deny the application for a development permit or development order.[15] Both the applicant and the local government may agree to an extension of time, particularly in the event of a force majeure or other extraordinary circumstance. An approval, approval with conditions, or denial of the application for a development permit or development order must include written findings supporting the county's decision. These timeframes do not apply in an area of critical state concern.

When reviewing an application for a development permit or development order, not including building permit applications, a county or municipality may not request additional information from the applicant more than three times, unless the applicant waives the limitation in writing.[16]

If a county or municipality makes a request for additional information from the applicant and the applicant provides the information within 30 days of receiving the request, the county or the municipality must:

- Review the additional information and issue a letter to the applicant indicating that the application is complete or specify the remaining deficiencies within 30 days of receiving the information, if the request is the county's or municipality's first request.[17]
- Review the additional information and issue a letter to the applicant indicating that the application is complete or specify the remaining deficiencies within 10 days of receiving the additional information, if the request is the county's or municipality's second request.[18]
- Deem the application complete within 10 days of receiving the additional information or proceed to process the application for approval or denial unless the applicant waived the county's or municipality's time limitations in writing, if the request is the county's or municipality's third request.[19]

Before a third request for information, the applicant must be offered a meeting to attempt to resolve outstanding issues. If the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the applicant can request that the county or municipality proceed to process the application for approval or denial.[20]

If a development permit or order is denied, the county or municipality must give written notice to the applicant and must reference the applicable legal authority for the denial of the permit.[21]

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[11] S. 163.3164(16), F.S.
[12] *Id.*
[13] *See* ss. 125.022, F.S., 163.3164(15), F.S., and 166.033, F.S.
[14] Ss. 125.022(1), F.S. and 166.033(1), F.S.
[15] Ss. 125.022(1), F.S. and 166.033(1), F.S.
[16] Ss. 125.022(2)(a) and 166.033(2)(a), F.S.
[17] Ss. 25.022(2)(b) and 166.033(2)(b), F.S.
[18] Ss.125.022(2)(c) and 166.033(2)(c), F.S.
[19] Ss. 125.022(2)(d) and 166.033(2)(d), F.S.
[20] Ss. 125.022(2)(e) and 166.033(2)(e), F.S.
[21] Ss. 125.022(3) and 166.033(3), F.S.

RECENT LEGISLATION:

YEAR	BILL #	HOUSE SPONSOR(S)	SENATE SPONSOR	OTHER INFORMATION
2024	CS/HB 791	Overdorf, Esposito	Perry	The bill made it to the Second Reading Calendar in the House, but died before being voted off of the House Floor. The companion bill, SB 1150, was only heard in the first committee of reference.

BILL HISTORY

COMMITTEE REFERENCE	ACTION	DATE	STAFF DIRECTOR/ POLICY CHIEF	ANALYSIS PREPARED BY
Housing, Agriculture & Tourism Subcommittee			Curtin	Fletcher
Intergovernmental Affairs Subcommittee				
Commerce Committee				

A bill to be entitled

An act relating to development permits and orders; amending ss. 125.022 and 166.033, F.S.; requiring counties and municipalities, respectively, to meet specified requirements regarding the minimum information necessary for certain zoning applications; revising timeframes for processing applications for approvals of development permits or development orders; prohibiting counties and municipalities, respectively, from limiting the number of quasi-judicial or public hearings held each month in certain circumstances; defining the term "substantive change"; providing refund parameters in situations where the county or municipality, respectively, fails to meet certain timeframes; providing exceptions; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 125.022, Florida Statutes, is amended to read:

125.022 Development permits and orders.—

(1) A county shall specify in writing the minimum information that must be submitted in an application for a zoning approval, rezoning approval, subdivision approval,

CODING: Words stricken are deletions; words underlined are additions.

certification, special exception, or variance. A county shall make the minimum information available for inspection and copying at the location where the county receives applications for development permits and orders, provide the information to the applicant at a preapplication meeting, or post the information on the county's website.

(2) Within 5 business days after receiving an application for approval of a development permit or development order, a county shall confirm receipt of the application using contact information provided by the applicant. Within 30 days after receiving an application for approval of a development permit or development order, a county must review the application for completeness and issue a written notification to the applicant ~~letter~~ indicating that all required information is submitted or specify in writing ~~specifying~~ with particularity any areas that are deficient. If the application is deficient, the applicant has 30 days to address the deficiencies by submitting the required additional information. For applications that do not require final action through a quasi-judicial hearing or a public hearing, the county must approve, approve with conditions, or deny the application for a development permit or development order within 120 days after the county has deemed the application complete.~~, or 180 days~~ For applications that require final action through a quasi-judicial hearing or a public hearing, the county must approve, approve with

conditions, or deny the application for a development permit or development order within 180 days after the county has deemed the application complete. A county may not limit the number of quasi-judicial hearings or public hearings held each month if such limitation causes any delay in the consideration of an application for approval of a development permit or development order. Both parties may agree in writing to ~~a reasonable request for~~ an extension of time, particularly in the event of a force majeure or other extraordinary circumstance. An approval, approval with conditions, or denial of the application for a development permit or development order must include written findings supporting the county's decision. The timeframes contained in this subsection do not apply in an area of critical state concern, as designated in s. 380.0552. The timeframes contained in this subsection restart if an applicant makes a substantive change to the application. As used in this subsection, the term "substantive change" means an applicant-initiated change of 15 percent or more in the proposed density, intensity, or square footage of a parcel.

(3)(a) ~~(2)(a)~~ When reviewing an application for a development permit or development order that is certified by a professional listed in s. 403.0877, a county may not request additional information from the applicant more than three times, unless the applicant waives the limitation in writing.

(b) If a county makes a request for additional information

and the applicant submits the required additional information within 30 days after receiving the request, the county must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 30 days after receiving the additional information.

(c) If a county makes a second request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the county must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 10 days after receiving the additional information.

(d) Before a third request for additional information, the applicant must be offered a meeting to attempt to resolve outstanding issues. If a county makes a third request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the county must deem the application complete within 10 days after receiving the additional information or proceed to process the application for approval or denial unless the applicant waived the county's limitation in writing as described in paragraph (a).

(e) Except as provided in subsection (7) ~~(5)~~, if the

applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the county, at the applicant's request, shall proceed to process the application for approval or denial.

(4) A county must issue a refund to an applicant equal to:

(a) Ten percent of the application fee if the county fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the application.

(b) Ten percent of the application fee if the county fails to issue a written notification of completeness or written specification of areas of deficiency within 30 days after receiving the additional information pursuant to paragraph (3)(b).

(c) Twenty percent of the application fee if the county fails to issue a written notification of completeness or written specification of areas of deficiency within 10 days after receiving the additional information pursuant to paragraph (3)(c).

(d) Fifty percent of the application fee if the county fails to approve, approves with conditions, or denies the application within 30 days after conclusion of the 120-day or 180-day timeframe specified in subsection (2).

(e) One hundred percent of the application fee if the county fails to approve, approves with conditions, or denies an

application 31 days or more after conclusion of the 120-day or 180-day timeframe specified in subsection (2).

A county is not required to issue a refund if the applicant and the county agree to an extension of time, the delay is caused by the applicant, or the delay is attributable to a force majeure or other extraordinary circumstance.

(5) ~~(3)~~ When a county denies an application for a development permit or development order, the county shall give written notice to the applicant. The notice must include a citation to the applicable portions of an ordinance, rule, statute, or other legal authority for the denial of the permit or order.

(6) ~~(4)~~ As used in this section, the terms "development permit" and "development order" have the same meaning as in s. 163.3164, but do not include building permits.

(7) ~~(5)~~ For any development permit application filed with the county after July 1, 2012, a county may not require as a condition of processing or issuing a development permit or development order that an applicant obtain a permit or approval from any state or federal agency unless the agency has issued a final agency action that denies the federal or state permit before the county action on the local development permit.

(8) ~~(6)~~ Issuance of a development permit or development order by a county does not in any way create any rights on the

part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A county shall attach such a disclaimer to the issuance of a development permit and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

(9) ~~(7)~~ This section does not prohibit a county from providing information to an applicant regarding what other state or federal permits may apply.

Section 2. Section 166.033, Florida Statutes, is amended to read:

166.033 Development permits and orders.—

(1) A municipality shall specify in writing the minimum information that must be submitted for an application for a zoning approval, rezoning approval, subdivision approval, certification, special exception, or variance. A municipality shall make the minimum information available for inspection and copying at the location where the municipality receives applications for development permits and orders, provide the information to the applicant at a preapplication meeting, or post the information on the municipality's website.

(2) Within 5 business days after receiving an application for approval of a development permit or development order, a municipality shall confirm receipt of the application using contact information provided by the applicant. Within 30 days after receiving an application for approval of a development permit or development order, a municipality must review the application for completeness and issue a written notification to the applicant ~~letter~~ indicating that all required information is submitted or specify in writing ~~specifying~~ with particularity any areas that are deficient. If the application is deficient, the applicant has 30 days to address the deficiencies by submitting the required additional information. For applications that do not require final action through a quasi-judicial hearing or a public hearing, the municipality must approve, approve with conditions, or deny the application for a development permit or development order within 120 days after the municipality has deemed the application complete.~~, or 180 days~~ For applications that require final action through a quasi-judicial hearing or a public hearing, the municipality must approve, approve with conditions, or deny the application for a development permit or development order within 180 days after the municipality has deemed the application complete. A municipality may not limit the number of quasi-judicial hearings or public hearings held each month if such limitation causes any delay in the consideration of an application for approval of a

development permit or development order. Both parties may agree in writing to ~~a reasonable request for~~ an extension of time, particularly in the event of a force majeure or other extraordinary circumstance. An approval, approval with conditions, or denial of the application for a development permit or development order must include written findings supporting the municipality's decision. The timeframes contained in this subsection do not apply in an area of critical state concern, as designated in s. 380.0552 or chapter 28-36, Florida Administrative Code. The timeframes contained in this subsection restart if an applicant makes a substantive change to the application. As used in this subsection, the term "substantive change" means an applicant-initiated change of 15 percent or more in the proposed density, intensity, or square footage of a parcel.

(3)(a) ~~(2)(a)~~ When reviewing an application for a development permit or development order that is certified by a professional listed in s. 403.0877, a municipality may not request additional information from the applicant more than three times, unless the applicant waives the limitation in writing.

(b) If a municipality makes a request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must review the application for completeness and

issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 30 days after receiving the additional information.

(c) If a municipality makes a second request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 10 days after receiving the additional information.

(d) Before a third request for additional information, the applicant must be offered a meeting to attempt to resolve outstanding issues. If a municipality makes a third request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must deem the application complete within 10 days after receiving the additional information or proceed to process the application for approval or denial unless the applicant waived the municipality's limitation in writing as described in paragraph (a).

(e) Except as provided in subsection (7) ~~(5)~~, if the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal

authority, the municipality, at the applicant's request, shall proceed to process the application for approval or denial.

(4) A municipality must issue a refund to an applicant equal to:

(a) Ten percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the application.

(b) Ten percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the additional information pursuant to paragraph (3)(b).

(c) Twenty percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 10 days after receiving the additional information pursuant to paragraph (3)(c).

(d) Fifty percent of the application fee if the municipality fails to approve, approves with conditions, or denies the application within 30 days after conclusion of the 120-day or 180-day timeframe specified in subsection (2).

(e) One hundred percent of the application fee if the municipality fails to approve, approves with conditions, or denies an application 31 days or more after conclusion of the

120-day or 180-day timeframe specified in subsection (2).

A municipality is not required to issue a refund if the applicant and the municipality agree to an extension of time, the delay is caused by the applicant, or the delay is attributable to a force majeure or other extraordinary circumstance.

(5)~~(3)~~ When a municipality denies an application for a development permit or development order, the municipality shall give written notice to the applicant. The notice must include a citation to the applicable portions of an ordinance, rule, statute, or other legal authority for the denial of the permit or order.

(6)~~(4)~~ As used in this section, the terms "development permit" and "development order" have the same meaning as in s. 163.3164, but do not include building permits.

(7)~~(5)~~ For any development permit application filed with the municipality after July 1, 2012, a municipality may not require as a condition of processing or issuing a development permit or development order that an applicant obtain a permit or approval from any state or federal agency unless the agency has issued a final agency action that denies the federal or state permit before the municipal action on the local development permit.

(8)~~(6)~~ Issuance of a development permit or development

order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

(9) ~~(7)~~ This section does not prohibit a municipality from providing information to an applicant regarding what other state or federal permits may apply.

Section 3. This act shall take effect October 1, 2025.

FLORIDA HOUSE OF REPRESENTATIVES
BILL ANALYSIS

This bill analysis was prepared by nonpartisan committee staff and does not constitute an official statement of legislative intent.

BILL #: HB 913	**COMPANION BILL:** SB 1742 (Bradley)
TITLE: Condominium Associations	**LINKED BILLS:** None
SPONSOR(S): Lopez, V.	**RELATED BILLS:** None

Committee References

Housing, Agriculture & Tourism ➤ Budget ➤ Commerce

SUMMARY

Effect of the Bill:

The bill:

- Prohibits Citizens Property Insurance Corporation from issuing or renewing a policy for a unit owner or a condominium association unless the association has completed a milestone inspection and a structural integrity reserve study (SIRS), if applicable;
- Provides that the amount of adequate insurance coverage for full insurable value, replacement cost, or similar coverage may be based on the replacement cost of the property to be insured;
- Allows the board of directors of an association to levy special assessments and obtain loans to perform necessary maintenance, as required by the milestone inspection report and SIRS report, without the prior approval of the condominium association's membership;
- Provides that the members of a unit-owner-controlled association may approve, by majority vote, a secured line of credit up to a certain amount to meet the reserve funding schedule recommended by the SIRS report;
- Permits an association's reserve accounts to be pooled for two or more required components of the SIRS;
- Provides that it is a conflict of interest for any person who performs a SIRS or milestone inspection to provide services for the repair of the condominium property that was the subject of such SIRS or milestone inspection, or to have a financial interest in the person or entity providing the repairs; and
- Requires DBPR to initiate certain rulemaking.

Fiscal or Economic Impact:

The bill has an indeterminate effect on state government and the private sector.

JUMP TO SUMMARY ANALYSIS RELEVANT INFORMATION BILL HISTORY

ANALYSIS

EFFECT OF THE BILL:

Citizens Property Insurance Corporation

The bill prohibits Citizens Property Insurance Corporation from issuing or renewing an insurance policy for a condominium unit owner or a condominium association ***unless*** the condominium association has complied with the requirements in s. 553.899, F.S., relating to milestone inspections, and 718.112(2)(g), F.S., relating to structural integrity reserve studies (SIRS). (Section 1.)

Amendment to Association Declaration

The bill provides that the declaration of a nonresidential condominium formed after July 1, 2025, may be amended to change the configuration or size of a unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the unit owner shares the common expenses of the condominium and owns the common surplus of the condominium, ***if*** the record owners of all affected units and all

record owners of liens on the affected units join in the execution of the amendment. The approval of the owners of nonaffected units is not required under the bill. (Section 2.)

Insurance Coverage for Associations

The bill clarifies that every condominium association must provide adequate property insurance, as determined under paragraph (11)(a) of s. 718.111, F.S., regardless of any requirement in the declaration of condominium for different coverage for the association. (Section 3.)

Further, the bill provides that the amount of adequate insurance coverage for full insurable value, replacement cost, or similar coverage may be based on the replacement cost of the property to be insured, as determined by an independent insurance appraisal or update of a previous appraisal. The bill requires that the replacement cost of property covered must be determined every 3 years, at a minimum. (Section 3.)

Board of Administration Meetings

The bill clarifies that, at least four times each year, the meeting agenda for an association's board meeting must include an opportunity for members to ask questions of the board, ***including questions relating to the status of any construction or repair projects, the status of all revenue and expenditures during the current fiscal year, and any other issues affecting the condominium***. (Section 4.)

Pursuant to the above changes, the bill clarifies that the association may adopt written reasonable rules governing the frequency, duration, and manner of unit owner statements ***and questions***. (Section 4.)

Annual Budgets

For an annual budget adopted on or before December 31, 2027, the bill authorizes the members of a unit-owner-controlled association to approve, by a majority vote of the total voting interests of the association, the provision of a secured line of credit for up to 35 percent of the amount of the reserves required to meet the reserve funding schedule recommended by a SIRS with respect to items with an estimated remaining useful life of greater than 10 years. (Section 4.)

Structural Integrity Reserve Studies

The bill provides that it is a conflict of interest for any person who performs a SIRS or a milestone inspection to:

- Provide services for the repair or replacement of the condominium property that was the subject of such milestone inspection or SIRS, or
- To have a financial interest in the entity or person providing the repair or replacement services. (Section 4.)

The bill clarifies that four-family dwelling units are exempt from the SIRS requirements, similar to such units' exemption from the milestone inspection requirements. (Section 4.)

Additionally, the bill requires the Department of Business and Professional Regulation, by October 1, 2025, to initiate rulemaking to establish criteria for determining the estimated useful life of the building components that are subject to SIRS. (Section 4.)

The bill also authorizes an association's reserve accounts for two or more required components to be pooled. The bill requires that the reserve funding indicated in the proposed annual budget must be sufficient to ensure that available funds meet or exceed projected expenses for all components in the reserve pool, based on the most recent SIRS. (Section 3.)

Recall of Board Members

The bill significantly revises provisions relating to recalls of board members. Under the bill, a voting interest of the condominium may not be suspended when voting to recall a member of the board, and any prior suspension of voting rights pursuant to s. 718.303(5), F.S., has no effect on a recall vote. (Section 4.)

The bill also requires that a proposed recall agreement or a copy thereof must be served on the association by registered mail or in the manner authorized by ch. 48, F.S., and the Florida Rules of Civil Procedure (FRCP).[1] Methods of service that are not authorized by ch. 48, F.S., and FRCP are invalid and any service that does not comply with ch. 48, F.S., and FRCP is void. (Section 4.)

Under the bill, the rejection of a unit owner's recall agreement applies when the recall agreement:

- Was improperly served;
- Was executed by a person who was not a unit's record owner or designated voter;
- Was previously marked for the removal of any board member;
- Does not contain any markings that indicate the selection by a unit owner to either remove or retain a board member; or
- Does not contain the signature of the unit owner. (Section 4.)

The bill creates a rebuttable presumption that a unit owner executing a recall agreement is the designated voter for the unit. Additionally, the bill prohibits an association from enforcing a voting certificate requirement if the association has not enforced such requirement in all matters requiring the use of voting certificates in the year immediately preceding service of the recall agreement. (Section 4.)

Further, the bill requires that the rescission or revocation of a unit owner's recall agreement must be in writing and delivered to the association before the association is served with the written recall agreement. The bill requires these provisions be liberally construed to:

- Ensure a unit owner is not disenfranchised by an association in a recall; and
- Prevent an association from failing to certify a recall agreement on a technical omission which is not a part in the discharge of the unit owner's voting rights. (Section 4.)

Director or Officer Delinquencies

The bill clarifies due dates for purposes of director or officer delinquencies. A director or an officer is delinquent if a payment is not made by the due date specifically identified in the association's governing documents. In the absence of a due date specified in the governing documents, the due date is the first day of the assessment period. (Section 4.)

Hurricane Protection

The bill clarifies that, ***unless otherwise provided in an association's declaration***, a unit owner is not responsible for the cost of any removal or reinstallation of hurricane protection, including exterior windows, doors, or other apertures, if the removal is necessary for the maintenance, repair, or replacement of other condominium property for which the association is responsible. (Section 5.)

Accordingly, the board must determine if the removal or reinstallation of hurricane protection must be completed by the unit owner or the association ***if the declaration does not specify who is responsible for such costs***. (Section 5.)

The bill removes the ability of an association to assess a unit owner if the association removes or reinstalls hurricane protection in instances where the removal or reinstallation of hurricane protection is the responsibility of a unit owner. (Section 5.)

Board's Authority to Levy Special Assessments and Obtain Loans

The bill makes the following legislative findings:

- In some circumstances, an association's governing documents restrict the authority of its board to levy special assessments or obtain loans without the prior approval of its membership, which may preclude the association from obtaining immediate funding to carry out its obligations to perform necessary

[1] *See* Fla. Rules of Court Procedure, Ch. 1: Rules of Civil Procedure (Jan. 1, 2025), https://www-media.floridabar.org/uploads/2025/01/Civil-Procedure-Rules-01-01-25-Corrected-Opinion.pdf (last visited Mar. 9, 2025).

maintenance, repair, or replacement of the condominium property, as required by the milestone inspection report and SIRS report, in order to protect the health and safety of unit owners and tenants.
- It is contrary to the public policy of this state to limit the ability of an association to obtain the funds needed to perform necessary maintenance, repair, or replacement of the condominium property, as required by the reports referenced above, in order to protect unit owners and tenants.
- It is in the public interest to authorize an association's board to meet its fiduciary duty and levy special assessments or obtain loans to fund necessary maintenance, repair, or replacement of the condominium property, as required by the reports referenced above, to protect unit owners and tenants. (Sections 3 and 6.)

Notwithstanding any provision to the contrary in an association's governing documents, the bill authorizes a board of an association to levy special assessments or obtain loans to perform necessary maintenance, repair, or replacement of condominium property, as required by the milestone inspection report and SIRS report, without the prior approval of the membership in order to protect the health and safety of unit owners and tenants. This authorization applies to all condominiums in existence on or after July 1, 2025, which are not subject to control of the developer, a bulk assignee, or a bulk buyer. (Sections 3 and 6.)

Termination of a Condominium

The bill clarifies that a condominium form of ownership may be terminated if the total estimated cost of construction, replacement, or repairs necessary to construct or replace the intended improvements (or restore the improvements to bring them into compliance with the most recent version of the Florida Building Code or to bring them into compliance with applicable laws or regulations) plus the combined estimated fair market value of the units in the condominium before commencement of the construction, replacement, or repairs, exceeds the combined estimated fair market value of the units in the condominium after completion of such construction, replacement, or repairs. However, if at least 50 percent of the total voting interests are owned by a bulk owner, the termination of the condominium unit because of economic waste requires the approval of at least 80 percent of all the voting interests in the condominium. (Section 7.)

Additionally, for optional terminations under s. 718.117, F.S., the bill:
- Clarifies that if 5 percent or more of the total voting interests of the condominium have rejected a plan of termination by a negative vote or by providing written objections, the plan of termination may not proceed and a subsequent plan of termination may not be considered for 24 months after the date of the rejection;
- Provides that the requirements of paragraph (3)(c) apply only to residential condominiums; and
- Clarifies that the termination must be approved by the Division of Florida Condominiums, Timeshares, and Mobile Homes (Division) only after a plan of termination receives the requisite approval from the unit owners. (Section 7.)

The bill also provides that, notwithstanding any provision in an association's declaration to the contrary, the association may amend the declaration of condominium for the purpose of incorporating the provisions of s. 718.117, F.S., by the lowest percentage of voting interests necessary to amend the declaration or as otherwise provided in the declaration, whichever is less. (Section 7.)

Alternative Dispute Resolution

If an election or recall dispute is arbitrated by the Division, the bill provides that the Division's decision is binding on all parties to the arbitration, with certain exceptions. The bill clarifies that for all other disputes, the arbitration decision is binding on all parties only if the parties agree in writing to be so bound. (Section 8.)

Under the bill, if a challenge to an election or recall dispute is filed in circuit court, the challenge must be brought as a summary proceeding.[2] The bill allows the party filing the action to request the court to issue a temporary injunction to stay an upcoming election while the action is pending. The court must then set an immediate hearing when an action is filed pursuant to these provisions. (Section 8.)

[2] S. 51.011, F.S.

Additionally, the bill:

- Allows the court to limit the time for taking testimony and the proximity of the date on which a succeeding election is scheduled, if applicable;
- Requires that an action filed pursuant to these provisions must be tried without a jury; and
- Provides that the prevailing party in an action filed pursuant to these provisions is entitled to recover reasonable attorney fees and costs. (Section 8.)

The bill also provides that a unit owner, recall representative, or an association may remove a petition for arbitration for an election or a recall dispute within 10 days after service of such petition by filing a notice of removal and complaint in the circuit court for the county in which the association is located. Failure to timely file such notice and complaint bars the parties from seeking a new trial or otherwise filing an action in circuit court. The bill provides requirements for filing the notice and complaint and the procedures to follow thereafter. (Section 8.)

Lastly, the bill provides that if the Division or a court in Florida renders a judgement against an association and in favor of the unit owner, the Division or court must order the association to pay all costs incurred by the unit owner in the action and the unit owner's reasonable attorney fees. Costs and attorney fees may not be recovered in any action involving the recall of directors except as provided in the bill's provisions relating thereto or if awarded as a sanction under s. 57.105, F.S.[3] (Section 8.)

Electronic Voting

The bill removes the requirement that a written notice of a meeting, at which a particular resolution will be considered, must be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property or association property at least 14 days before such meeting. The bill also removes the related requirement that evidence of compliance with the 14-day notice must be made by an affidavit executed by the person providing the notice and filed with the official records of the association (Section 9.)

The bill creates an alternative method for an association to use electronic voting, in addition to the methods already allowed in s. 718.128, F.S. Under the bill, if at least 25 percent of the voting interests of a condominium petition the board to adopt a resolution for electronic voting for the next scheduled election, the board must hold a meeting within 21 days after receipt of the petition to adopt that resolution. As a prerequisite, the bill requires that the board receive such petition within 180 days after the date of the last scheduled annual meeting. (Section 9.)

Additionally, the bill:

- Requires an association to designate an email address for receipt of electronically submitted ballots, unless the association has adopted electronic voting in accordance with the other provisions of s. 718.128, F.S.;
- Allows a unit owner to electronically transmit a ballot to the email address designated by his or her association without complying with s. 718.112(2)(d)2., F.S., or the rules providing for the secrecy of ballots adopted by the Division;
- Requires an association to count completed ballots that are electronically transmitted to the designated email address, provided the completed ballot is valid under the bill's provisions;
- Requires a unit owner to transmit his or her ballot to the email address designated by his or her association no later than the scheduled date and time of the meeting during which the matter is being voted on; and
- Creates a rebuttable presumption that an association has reviewed all folders associated with the email address designated by the association to receive ballots if a board member, an officer, an agent of the association, or a licensed community association manager[4] provides a sworn affidavit attesting to such review. (Section 9.)

Under the bill, a ballot that is electronically transmitted must include all of the following:

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[3] S. 57.105, F.S. contain Florida's Rules of Civil Procedure relating to attorney's fees, sanctions for unsupported claims or defenses, certain exceptions, the service of motions, and damages for delay of litigation.

[4] Part VIII of ch. 468, F.S., governs the licensure and regulation of community association managers and community association management firms in the state. *See* s. 468.432, F.S. and s. 468.433, F.S.

- A space for the unit owner to type in his or her unit number;
- A space for the unit owner to type in his or her first and last name, which also functions as the signature of the unit owner for purposes of signing the ballot; and
- The following statement in capitalized letters and in a font size larger than any other font size used in the email from the association to the unit owners:

  > WAIVING THE SECRECY OF YOUR BALLOT IS YOUR CHOICE. YOU DO NOT HAVE TO WAIVE THE SECRECY OF YOUR BALLOT IN ORDER TO VOTE. BY TRANSMITTING YOUR COMPLETED BALLOT THROUGH EMAIL TO THE ASSOCIATION, YOU WAIVE YOUR SECRECY OF YOUR COMPLETED BALLOT. IF YOU DO NOT WISH TO WAIVE YOUR SECRECY BUT WISH TO PARTICIPATE IN THE VOTE THAT IS THE SUBJECT OF THIS BALLOT, PLEASE ATTEND THE IN-PERSON MEETING DURING WHICH THE MATTER WILL BE VOTED ON. (Section 9.)

Insured Warranty Programs

The bill clarifies that nonresidential condominiums, not just residential condominiums, may be covered by an insured warranty program that is underwritten by a licensed insurance company registered in Florida, provided that the warranty program meets the minimum requirements. (Section 10.)

Transfer of Association Control

The bill provides that, beginning July 1, 2025, certain provisions relating to transfers of control do not apply to nonresidential condominiums that are comprised of 10 or fewer units, so that unit owners of such condominiums, other than the developer, will be entitled to elect at least a majority of the members of the board upon the first to occur of the following events:

- Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
- When the developer files a petition seeking protection in bankruptcy; or
- When a receiver for the developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the association or its members. (Section 11.)

Agreements Entered into By the Association

The bill amends provisions relating to agreements entered into by an association to incorporate nonresidential condominiums consisting of 10 or fewer units. The bill provides that a grant, reservation, or contract may be cancelled by unit owners (other than the developer) as follows:

- If the association operates only one condominium and the unit owners (other than the developer) own at least 75 percent of the voting interests in the condominium, ***or 90 percent of the voting interests if the condominium is a nonresidential condominium consisting of 10 or fewer units***, the cancellation must be by concurrence of the owners of at least 75 percent of the voting interests (other than the voting interests owned by the developer).
- If the association operates more than one condominium and the unit owners (other than the developer) have not assumed control of the association, and if unit owners (other than the developer) own at least 75 percent of the voting interests in the condominiums operated by the association or, ***beginning July 1, 2025, 90 percent of the voting interests if the condominium is a nonresidential condominium consisting of 10 or fewer units***, any grant, reservation, or contract for maintenance, management, or operation of buildings containing the units in that condominium or of improvements used only by unit owners of that condominium may be cancelled by concurrence of the owners of at least 75 percent, or ***90 percent if the condominium is a nonresidential condominium consisting of 10 or fewer units***, of the voting interests in the condominium (other than the voting interests owned by the developer). (Section 12.)

Condominiums Created Within a Portion of a Building

The bill clarifies that a condominium association created within a portion of a building under s. 718.407, F.S., may inspect and copy the books and records upon which the costs for maintaining and operating any shared facilities are based, and ***must*** receive an annual budget with respect to such costs. (Section 13.)

Additionally, the bill requires that, within 60 days after the end of each fiscal year, a complete financial report of all costs for maintaining and operating the shared facilities must be provided to the association. This report must include copies of all receipts and invoices. The bill allows the association to challenge any apportionment of costs for the maintenance and operation of the shared facilities, provided that the challenge is made within 60 days after receipt of the financial report. A challenge under this provision will be governed by homeowners' associations dispute provisions.[5] (Section 13.)

Developer and Non-Developer Disclosures

The bill makes clarifying and conforming changes to required disclosures for developers and non-developers prior to the sale of a residential condominium unit. (Section 14.)

Section 31 of Ch. 2024-24, Laws of Fla.

The bill clarifies that certain amendments that were made to the Act in 2024[6] do not retroactively revive or reinstate any right or interest in a matter pending adjudication before October 1, 2024. Effectively, the bill reopens the matters that were pending adjudication before October 1, 2024, that were closed by the 2024 legislation. (Section 15.)

RULEMAKING:

The bill requires the Department of Business and Professional Regulation, by October 1, 2025, to initiate rulemaking to establish criteria for determining the estimated useful life of the building components that are subject to SIRS.

Lawmaking is a legislative power; however, the Legislature may delegate a portion of such power to executive branch agencies to create rules that have the force of law. To exercise this delegated power, an agency must have a grant of rulemaking authority and a law to implement.

FISCAL OR ECONOMIC IMPACT:

STATE GOVERNMENT:

The bill has an indeterminate impact on state government. Under the bill, Citizens Property Insurance Corporation (Citizens) is prohibited from issuing policies to condominium associations or unit owners that have failed to comply with the milestone inspection and SIRS requirements. This will have an indeterminate positive impact on Citizens, as Citizens will no longer have to insure condominium associations or unit owners that do not have the necessary reserve funds to undertake appropriate repairs, replacements, or maintenance.

PRIVATE SECTOR:

The bill has an indeterminate impact on the private sector. Under the bill, Citizens is prohibited from issuing policies to condominiums or unit owners who do not complete a milestone inspection or SIRS. Because Citizens provides property insurance to those that are unable to find insurance coverage in the private market, the condominium associations and unit owners of associations that do not complete a milestone inspection or SIRS will likely not be able to find property insurance coverage elsewhere. In the event of a natural disaster, those condominiums could be significantly damaged and not have any recourse for repairing or rebuilding, which could cause some unit owners to lose their homes.

[5] S. 710.311, F.S., contain the provisions in Florida's Homeowners' Association Act that govern dispute resolutions.
[6] S. 31 of ch. 2024-25, Laws of Fla.

RELEVANT INFORMATION

SUBJECT OVERVIEW:

Division of Florida Condominiums, Timeshares, and Mobile Homes

The Division of Florida Condominiums, Timeshares, and Mobile Homes (Division), within the Department of Business and Professional Regulation (DBPR), provides consumer protection for Florida residents living in certain communities through education, complaint resolution, mediation, and arbitration.[7]

The Division has regulatory authority over the following business entities and individuals:

- Condominium associations;
- Cooperative associations;
- Mobile home parks;
- Timeshares; and
- Yacht and ship brokers and salespersons.[8]

Citizens Property Insurance Corporation

Citizens was created by the Florida Legislature in August 2002 as a non-profit, tax-exempt, government entity to provide property insurance to eligible Florida property owners unable to find insurance coverage in the private market.[9] Citizens is funded by policyholder premiums; however, Florida law also requires that Citizens levy assessments on most Florida policyholders if it experiences a deficit in the wake of a particularly devastating storm or series of storms.[10]

Citizens operates according to statutory requirements established by the Florida Legislature and is governed by a board of governors.[11] The board administers a Plan of Operation approved by the Florida Financial Services Commission, an oversight panel made up of the Governor, Chief Financial Officer, Attorney General and Commissioner of Agriculture.[12]

Structural Integrity Reserve Studies

A reserve study is a budget-planning tool for condominium associations. Generally, a reserve study consists of the following two parts: physical analysis and financial analysis.[13]

Under Florida law, "structural integrity reserve study" (SIRS) means a study of the reserve funds required for future major repairs and replacement of the common areas based on a visual inspection of the common areas. A SIRS may be performed by any person qualified to perform such study. However, the visual inspection portion of the SIRS must be performed or verified by a:[14]

- Licensed engineer;
- Licensed architect; or

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[7] Department of Business and Professional Regulation, *Department Divisions & Offices: Division of Florida Condominiums, Timeshares, and Mobile Homes*, https://www2.myfloridalicense.com/about-us/department-divisions? (last visited February 4, 2025).

[8] Department of Business and Professional Regulation, *Division of Florida Condominiums, Timeshares, and Mobile Homes – Statutes & Rules*, https://www2.myfloridalicense.com/condominiums-and-cooperatives/division-of-condominiums-timeshares-and-mobile-homes-statutes-rules/ (last visited February 4, 2025).

[9] Citizens Property Insurance Corporation, *About Citizens*, https://www.citizensfla.com/who-we-are (last visited Mar. 7, 2025).

[10] *Id.*

[11] *Id.*

[12] *Id.*

[13] Cedar Management Group, *HOA Reserve Study: Why Does Your Community Need It?*, https://cedarmanagementgroup.com/hoa-reserve-study-community/#what (last visited Mar. 5, 2025); Kevin Leonard and Robert Nordlund, Understanding Reserves: A guide to your association's reserve fund & reserve study, 26-29 (1st ed. 2021); Community Associations Institute, *National Reserve Study Standards*, https://www.reservestudy.com/wp-content/uploads/2019/01/NRSS-998-CAI-version-updated-2016.pdf (last visited Mar. 5, 2025).

[14] S. 718.112(2)(g)2., F.S.

- person certified as a reserve specialist or professional reserve analyst by the Community Associations Institute or the Association of Professional Reserve Analysts (CAIAPRA).

At a minimum, a SIRS must:[15]

- Identify each item of the condominium property being visually inspected;
- State the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of each item of the condominium property being visually inspected; and
- Provide a reserve funding schedule with a recommended annual reserve amount that achieves the estimated replacement cost or deferred maintenance expense of each item of condominium property being visually inspected by the end of the estimated remaining useful life of the item.

The SIRS may recommend for any item for which an estimate of useful life and an estimate of replacement cost cannot be determined or with an estimated remaining useful life of greater than 25 years:[16]

- That reserves do not need to be maintained; or
- A deferred maintenance expense amount for such item.

A condominium or cooperative must have a SIRS completed at least every 10 years after the condominium's or cooperative's creation for each building on the condominium or cooperative property that is three stories or higher in height which includes, at a minimum, a study of the following items as related to the structural integrity and safety of the building:[17]

- Roof.
- Structure, including load-bearing walls and other primary structural members and primary structural systems.
- Fireproofing and fire protection systems.
- Plumbing.
- Electrical systems.
- Waterproofing and exterior painting.
- Windows and exterior doors.
- Any other item that has a deferred maintenance expense or replacement cost that exceeds $10,000 and the failure to replace or maintain such item negatively affects the items listed above as determined by the licensed engineer or architect performing the visual inspection portion of the structural integrity reserve study.

The SIRS requirements do not apply to:[18]

- Buildings less than three stories in height;
- Single-family, two-family, or three-family dwellings with three or fewer habitable stories above ground;
- Any portion or component of a building that has not been submitted to the condominium form of ownership; or
- Any portion or component of a building that is maintained by a party other than the association.

Condominium or cooperative associations existing on or before July 1, 2022, which are controlled by unit owners other than the developer, must have a SIRS completed by December 31, 2024, for each building on the condominium or cooperative property that is three stories or higher in height. However, an association that is required to complete a milestone inspection on or before December 31, 2026, may complete the SIRS simultaneously with the milestone inspection. In no event may the SIRS be completed after December 31, 2026.[19]

[15] S. 718.112(2)(g)3., F.S.
[16] *Id*.
[17] S. 718.112(2)(g)1., F.S.
[18] S. 718.112(2)(g)4., F.S.
[19] S. 718.112(2)(g)6., F.S.

If a condominium or cooperative association willfully and knowingly fails to complete a SIRS, such failure is a breach of an officer's and director's fiduciary relationship to the unit owners.[20]

Before a developer turns over control of an association to unit owners other than the developer, the developer must have a turnover inspection report for each building on the condominium or cooperative property that is three stories or higher in height.[21]

Reserves

Every condominium and cooperative association must have a budget that sets forth the proposed expenditure of funds for the maintenance, management, and operation of the association. The budget is adopted for a 12-month period reflecting an association's fiscal year, and it must provide a detailed listing of the estimated revenues and expenses that the association reasonably projects for the coming fiscal year. The annual budget is made up of two parts, the part covering the regular operations of the association and the part covering the cost for capital expenses and deferred maintenance (reserves).[22]

Reserves are funds that are set aside for capital expenses and deferred maintenance. Reserves provide funds for major capital repairs or replacements that are needed intermittently such as replacing a roof. The reserves are designed to ensure that an association will have the funds when the repairs are needed and will not have to do a large special assessment.[23]

The amount of funds that must be placed in reserve is determined by the condominium or cooperative association's most recent SIRS. If the amount to be reserved for an item is not in the association's most recent SIRS or the association has not completed a SIRS, then the association may use the traditional formula or alternative formula to determine the amount of funds to reserve.

Current law also requires associations to have and fund reserve accounts for roof replacement, building painting, pavement resurfacing, and any item for which the deferred maintenance expense or replacement cost is greater than $10,000.[24] There are two methods of calculating these reserves.

The first is the traditional formula, and the second is the alternative formula. The traditional formula takes into account the estimated deferred maintenance or capital expenditure amount, estimated fund balance, and number of years remaining until deferred maintenance or a capital expenditure is needed.[25]

The alternative formula allows associations to maintain a pooled account for multiple reserve assets that are similar or related.

Waiver of Reserves

For a budget adopted on or after December 1, 2024, a unit-owner controlled association that must obtain a SIRS may not waive collecting reserves or collect less reserve funds than required for items that are required to be inspected in a SIRS for an association building that is three stories or higher in height. These items are included in the list provided in s. 718.112(2)(g), F.S., related to structural components. In addition, unit-owner controlled associations may not use such reserve funds for purposes other than their intended purpose. Associations operating a multicondominium may provide no reserves or less reserves than required by the SIRS if such multicondominium uses an alternative funding method[26] approved by the Division. This is not applicable to cooperatives.

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[20] S. 718.112(2)(g)8., F.S.
[21] S. 718.112(2)(g)5., F.S.
[22] S. 718.112(2)(f), F.S.
[23] *Id.*
[24] *Id.,* Rule 61B-76.005(1), F.A.C.
[25] *Id.*; Rules 61B-22.005(3), and 61B-76.005(1), F.A.C.
[26] "Alternative funding method" is defined as "a method approved by the Division for funding the capital expenditures and deferred maintenance obligations for a multicondominium association operating at least 25 condominiums which may

For reserves for non-SIRS items, unit owner-controlled associations may waive funding reserves for capital expenditures and deferred maintenance or provide funds that are less than the required amount by a majority of the voting interests present at a properly called meeting. The waiver of reserves by the membership is only for the current year, and a separate vote must be taken each year to waive the reserves or fund less than the required amount.[27]

Milestone Inspections

Residential condominium buildings that are three or four stories or more in height, as determined by the Florida Building Code, are required to have a milestone inspection by December 31 of the year in which the building reaches 30 years of age. However, if a building reaches 30 years of age before July 1, 2022, the initial milestone inspection must be performed before December 31, 2024. If a building reaches 30 years of age on or after July 1, 2022, and before December 31, 2024, the building's milestone inspection must be performed before December 31, 2025. The local enforcement agency will provide written notice of the required inspection to the association.[28] This requirement does not apply to a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.[29]

Amendment to Association Declaration

Unless otherwise provided in the declaration as originally recorded, the Act currently prohibits an amendment to the declaration from changing the configuration or size of any unit in any material fashion, materially altering or modifying the appurtenances to the unit, or changing the proportion or percentage by which the unit owner shares the common expenses of the condominium and owns the common surplus of the condominium, ***unless the record owner of the unit and all record owners of liens on the unit join in the execution of the amendment and unless all the record owners of all other units in the same condominium approve the amendment***.[30]

Subsection (14) of s. 718.110, F.S., provides that, except for those portions of the common elements designed and intended to be used by all unit owners, a portion of the common elements serving only one unit or a group of units may be reclassified as a limited common element upon the vote required to amend the declaration as provided therein or as required under paragraph (1)(a) of s. 718.110, F.S., and is not be considered an amendment to a declaration.[31]

Insurance Coverage for Associations

In order to protect the safety, health, and welfare of the people of the state and to ensure consistency in the provision of insurance coverage to condominiums and their unit owners, subsection (11) of s. 718.111, F.S., applies to every residential condominium in the state, regardless of the date of its declaration of condominium.[32] It is the intent of the Legislature to encourage lower or stable insurance premiums for associations described in that subsection.[33]

Currently, the Act requires that adequate property insurance, regardless of any requirement in the declaration of condominium for coverage by the association for full insurable value, replacement cost, or similar coverage, must be based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal.[34] Further, the replacement cost must be determined at least once every 36 months.[35]

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reasonably be expected to fully satisfy the association's reserve funding obligations by the allocation of funds in the annual operating budget."

[27] S. 718.112(2)(f), F.S.; Rule 61B-22.005(8), F.A.C.
[28] S. 553.899(3), F.S.
[29] S. 553.899(4), F.S.
[30] S. 718.110(4), F.S.
[31] S. 710.110(14), F.S.
[32] S. 718.111(11), F.S.
[33] *Id.*
[34] S. 718.111(11)(a), F.S.
[35] *Id.*

Board of Administration Meetings

Currently, the Act requires that a board of a residential condominium association of more than 10 units must meet at least once each quarter.[36] Additionally, at least four times each year, the meeting agenda must include an opportunity for members to ask questions of the board.[37] Meetings of the board of administration at which a quorum of the members are present are open to all unit owners.[38]

The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items, and the right to ask questions relating to:

- reports on the status of construction or repair projects,
- the status of revenues and expenditures during the current fiscal year, and
- other issues affecting the condominium.[39]

The Act authorizes associations subject to the above requirements to adopt written reasonable rules governing the frequency, duration, and manner of unit owner statements.[40]

Director or Officer Delinquencies

A director or officer more than 90 days delinquent in the payment of any monetary obligation due to the association is deemed to have abandoned the office, which creates a vacancy in the office to be filled according to the Act.[41]

Hurricane Protection

To protect the health, safety, and welfare of the people of the state and to ensure uniformity and consistency in the hurricane protections installed by condominium associations and unit owners, all residential and mixed-use condominiums in the state must comply with the Act's requirements for those hurricane protections.[42]

Specifically, each board of a residential or mixed-use condominium in the state must adopt hurricane protection specifications for each building within each condominium operated by the association.[43] All specifications adopted by a board must comply with the applicable building code.[44] Further, the board may, with the approval of a majority of voting interests of the condominium, install or require that unit owners install hurricane protection that complies with or exceeds the applicable building code.[45]

Under current law, a unit owner is not responsible for the cost of any removal or reinstallation of hurricane protection, including exterior windows, doors, or other apertures, if its removal is necessary for the maintenance, repair, or replacement of other property for which the association is responsible.[46]

However, the board must still determine if the removal or reinstallation of hurricane protection must be completed by the unit owner or the association.[47] If such removal or reinstallation is completed by the association, the costs incurred by the association may not be charged to the unit owner.[48] Currently, if such removal or reinstallation is completed by the unit owner, the association must reimburse the unit owner for the cost of the removal or

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[36] S. 718.112(2)(c), F.S.
[37] *Id.*
[38] *Id.*
[39] *Id.*
[40] *Id.*
[41] S. 718.112(2)(p), F.S.
[42] S. 718.113(5), F.S.
[43] *Id.*
[44] *Id.*
[45] *Id.*
[46] *Id.*
[47] *Id.*
[48] *Id.*

reinstallation or the association must apply a credit toward future assessments in the amount of the unit owner's cost to remove or reinstall the hurricane protection.[49]

Board's Authority to Levy Assessments

Prior to levying any special assessment, the special assessment must be approved in accordance with the condominium association's governing documents.[50] The specific purpose of the special assessment must be set forth in a written notice of the assessment that is sent or delivered to each unit owner.[51]

Further, the funds collected pursuant to a special assessment must be used only for the specific purpose set forth in the notice.[52] However, upon completion of such specific purpose, any excess funds will be considered common surplus, and may, at the discretion of the board, either be returned to the unit owners or applied as a credit toward future special assessments.[53]

Written notice of a meeting at which a nonemergency special assessment[54] or an amendment to rules regarding unit use will be considered must be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property at least 14 days before the meeting.[55] Evidence of compliance with this 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the association.[56]

Notice of any meeting in which special assessments against unit owners are to be considered must specifically state that assessments will be considered and provide the estimated cost and description of the purposes for such assessments.[57]

Certain Defined Terms in the Act

"Developer" means a person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include:

- An owner or lessee of a condominium or cooperative unit who has acquired the unit for his or her own occupancy;
- A cooperative association that creates a condominium by conversion of an existing residential cooperative after control of the association has been transferred to the unit owners if, following the conversion, the unit owners are the same persons who were unit owners of the cooperative and no units are offered for sale or lease to the public as part of the plan of conversion;
- A bulk assignee or bulk buyer, as defined below; or
- A state, county, or municipal entity acting as a lessor and not otherwise named as a developer in the declaration of condominium.[58]

"Bulk assignee" means a person who is not a bulk buyer and who:

- Acquires more than seven condominium parcels in a single condominium as set forth in s. 718.707, F.S.; and
- Receives an assignment of any of the developer rights, other than or in addition to the rights that may be received by a bulk buyer, as set forth in the declaration of condominium or this chapter:

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[49] *Id.*
[50] S. 718.116(10), F.S.
[51] *Id.*
[52] *Id.*
[53] *Id.*
[54] Regardless of any provision to the contrary and even if such authority does not specifically appear in an association's governing documents, a board of an association may, in response to damage or injury caused by or anticipated in connection with an emergency, as defined in s. 252.34(4), F.S., for which a state of emergency is declared in the locale in which the condominium is located, levy special assessments without a vote of the owners. S. 718.1265(1)(l), F.S.
[55] S. 718.112(2)(c)1., F.S.
[56] *Id.*
[57] S. 718.112(2)(c)3., F.S.
[58] S. 718.103(17), F.S.

- By a written instrument recorded as part of or as an exhibit to the deed;
- By a separate instrument recorded in the public records of the county in which the condominium is located; or
- Pursuant to a final judgment or certificate of title issued in favor of a purchaser at a foreclosure sale.[59]

"Bulk buyer" means a person who acquires more than seven condominium parcels in a single condominium as set forth in s. 718.707, F.S., but who does not receive an assignment of any developer rights, or receives only some or all of the following rights:

- The right to conduct sales, leasing, and marketing activities within the condominium;
- The right to be exempt from the payment of working capital contributions to the condominium association arising out of, or in connection with, the bulk buyer's acquisition of the units; and
- The right to be exempt from any rights of first refusal which may be held by the condominium association and would otherwise be applicable to subsequent transfers of title from the bulk buyer to a third-party purchaser concerning one or more units.[60]

Termination of a Condominium

Under the Act, it is against public policy in the state to require condominium operations to continue when doing so constitutes economic waste or is made impossible by law or regulation.[61] Further, the Act provides that it is in the best interest of the state to provide for termination of a condominium in certain circumstances in order to protect residents from health and safety hazards created by derelict, damaged, obsolete, or abandoned condominium properties.[62]

There are two primary grounds for termination, each governed by its own requirements.

First, a condominium may be terminated where there is economic waste or impossibility by a plan of termination approved by the lowest percentage of voting interests necessary to amend the condominium's declaration or as otherwise provided in the declaration for approval of termination.[63] A condominium may be terminated for "economic waste" if the total cost of construction or repairs necessary to construct the improvements or restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of the units in the condominium.[64] A condominium may be terminated for "impossibility" if it becomes impossible to operate or reconstruct a condominium to its prior physical configuration because of land use laws or regulations.[65]

Second, a condominium may be terminated at the discretion of the owners.[66] Referred to as "optional termination," a condominium may be terminated if the termination is approved by at least 80 percent of the total voting interests of the condominium and no more than five percent of the total voting interests of the condominium reject the termination.[67] The Division must confirm that the termination plan complies with the statutory requirements. If five percent or more of the total voting interests reject a plan of termination, another plan of optional termination may not be considered for 24 months after the date of rejection.[68]

Unless the declaration expressly provides for the allocation of the proceeds of sale of condominium property, the plan of termination may require separate valuations for the common elements.[69] However, in the absence of such

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[59] S. 718.703(1), F.S.
[60] S. 718.703(2), F.S.
[61] S. 718.117(1)(c), F.S.
[62] S. 718.117(1)(d), F.S.
[63] S. 718.117(2)(a), F.S.
[64] S. 718.117(2)(a)1., F.S.
[65] S. 718.117(2)(a)2., F.S.
[66] S. 718.117(3), F.S.
[67] *Id.*
[68] S. 718.117(3)(a)2., F.S.
[69] S. 718.117(12)(a), F.S.

provision, it is presumed that the common elements have no independent value, and that their value is incorporated into the valuation of the units.[70]

The plan must identify the termination trustee, usually the association,[71] and state the individual interests of each unit owner in the proceeds from the liquidation of the assets of the condominium upon its termination.[72] A copy of the plan must be provided to every unit owner at least 14 days before the meeting to approve the plan.[73]

Once the plan has been approved, it must be sent to every unit owner within 30 days of recording the plan with the clerk of court and to the Division within 90 days of recording the plan.[74]

Alternative Dispute Resolution

There is an alternative dispute resolution process under the Act for certain disputes between unit owners and condominium associations. Before initiating court litigation, a party to certain disputes must either petition the Division for nonbinding arbitration or initiate pre-suit mediation.[75] Alternative dispute resolution offers a more efficient, cost-effective option to court litigation, but alternative dispute resolution should not be used as a mechanism to encourage the filing of frivolous or nuisance suits.[76]

Alternative dispute resolution is required for any disagreement between two or more parties that involves:

- The authority of the board of directors to require an owner to take any action, or not to take any action, involving that owner's unit or the appurtenance thereto and the authority of the board of directors to alter or add to common areas or elements;
- The board of directors' failure to:
    - Properly conduct elections;
    - Give adequate notice of meetings or other actions;
    - Properly conduct meetings;
    - Provide access to association books and records; and
- A plan of termination.[77]

The Division does not have jurisdiction to arbitrate or mediate disputes that primarily involve:

- Title to any unit or common element;
- The interpretation or enforcement of any warranty;
- The levy of a fee or assessment, or the collection of an assessment levied against a party;
- The eviction or other removal of a tenant from a unit;
- Alleged breaches of fiduciary duty by one or more directors; or
- Claims for damages to a unit based upon the alleged failure of the association to maintain the common elements or condominium property.[78]

Recall and election disputes in condominium, cooperative, and homeowners' associations are not eligible for pre-suit mediation and must be arbitrated by the Division or filed directly with a court of competent jurisdiction.[79]

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[70] *Id.*
[71] The association serves as termination trustee unless another person is appointed in the plan of termination. If the association is unable, unwilling, or fails to act as trustee, any unit owner may petition the court to appoint a trustee. S. 718.117(13), F.S.
[72] S. 718.117(10)(c), F.S.
[73] S. 718.117(9), F.S.
[74] S. 718.117(15), F.S.
[75] S. 718.1255(4)(a), F.S.
[76] S. 718.1255(3)(b), F.S.
[77] S. 718.1255(1)(a)–(c), F.S.
[78] S. 718.1255(1), F.S.
[79] S. 718.1255(5), F.S.

Arbitration is binding on the parties if all parties in arbitration agree to be bound in a writing filed in the arbitration,[80] or if a complaint for a trial de novo is not filed in a court of competent jurisdiction in which the condominium is located within 30 days after the arbitration decision is rendered.[81]

The filing fee for a petition to the Division to initiate nonbinding arbitration or pre-suit mediation is $50.[82] The Division employs full-time arbitrators and may certify private attorneys to conduct mandatory nonbinding arbitration.

The Act also encourages parties to a condominium dispute to participate in voluntary mediation through a Citizen Dispute Settlement Center.[83,84]

Electronic Voting

The Act provides that an association may conduct elections and other unit owner votes through an internet-based online voting system if a unit owner consents, electronically or in writing, to online voting.[85] If the association uses the internet-based voting system, the association must also provide each unit owner with:

- A method to authenticate the unit owner's identity to the online voting system;
- For elections of the board, a method to transmit an electronic ballot to the online voting system that ensures the secrecy and integrity of each ballot; and
- A method to confirm, at least 14 days before the voting deadline, that the unit owner's electronic device can successfully communicate with the online voting system.[86]

Further, the association must use an online voting system that is:

- Able to authenticate the unit owner's identity;
- Able to authenticate the validity of each electronic vote to ensure that the vote is not altered in transit;
- Able to transmit a receipt from the online voting system to each unit owner who casts an electronic vote;
- For elections of the board of administration, able to permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific unit owner; and
- Able to store and keep electronic votes accessible to election officials for recount, inspection, and review purposes.[87]

Under the Act, a unit owner that votes electronically pursuant to the provisions above must be counted as being in attendance at the meeting for purposes of determining a quorum.[88] When a quorum is established based on unit owners voting electronically, a substantive vote of the unit owners may not be taken on any issue other than the issues specifically identified in the electronic vote.[89]

Insured Warranty Programs

Currently, the Act allows ***residential*** condominiums to be covered by an insured warranty program that is underwritten by a licensed insurance company registered in Florida, provided that such warranty program meets

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[80] S. 718.1255(4)(a), F.S.
[81] S. 718.1255(4)(k), F.S.
[82] S. 718.1255(4)(a), F.S.
[83] Under Florida law, the chief judge of a judicial circuit, after consultation with the board of county commissioners of a county or with two or more boards of county commissioners of counties within the judicial circuit, may establish a Citizen Dispute Settlement Center for such county or counties, with the approval of the Chief Justice. S. 44.201(1), F.S.
[84] S. 718.1255(2), F.S.
[85] S. 718.128, F.S.
[86] S. 718.128(1), F.S.
[87] S. 718.128(2), F.S.
[88] S. 718.128(3), F.S.
[89] *Id.*

the minimum requirements of the Act.[90] To the extent that the warranty does not meet the minimum requirements of the Act, the minimum requirements apply.[91]

Transfer of Association Control

Under the Act, if unit owners other than the developer own 15 percent or more of the units in a condominium that will ultimately be operated by an association, the unit owners other than the developer are entitled to elect at least one-third of the members of the association's board of administration.[92]

Additionally, upon the first to occur of the events described in paragraphs (a) through (g) below, unit owners (other than the developer) are entitled to elect at least a majority of the members of the association's board:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
(c) When all the units that will ultimately be operated by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;
(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business;
(e) When the developer files a petition seeking protection in bankruptcy;
(f) When a receiver for the developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the association or its members; or
(g) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e), F.S., or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.[93,94]

Agreements Entered into By the Association

The Act requires that any grant or reservation made by a declaration, lease, or other document, and any contract made by an association prior to assumption of control of the association by the unit owners (other than the developer), that provides for operation, maintenance, or management of an association or property serving the unit owners, must be fair and reasonable.[95]

Such grant, reservation, or contract may be canceled by unit owners (other than the developer) in the following manner:

- If the association operates only one condominium and the unit owners (other than the developer) ***have assumed control*** of the association, or if unit owners (other than the developer) own not less than 75 percent of the voting interests in the condominium, the cancellation must be by concurrence of the owners of not less than 75 percent of the voting interests other than the voting interests owned by the developer.[96]
- If the association operates more than one condominium and the unit owners (other than the developer) ***have not assumed control*** of the association, and if unit owners other than the developer own at least 75 percent of the voting interests in a condominium operated by the association, any grant, reservation, or

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[90] S. 718.203(7), F.S.
[91] *Id.*
[92] S. 718.301(1), F.S.
[93] For cases that involve an association that may ultimately operate more than one condominium, or cases that involve an association operating a phrase condominium created pursuant to s. 718.403, F.S., *see* s. 718.301(1)(g), F.S.
[94] S. 718.301(1)(a)–(g), F.S.
[95] S. 718.302(1), F.S.
[96] If a grant, reservation, or contract is so canceled and the unit owners other than the developer have not assumed control of the association, the association shall make a new contract or otherwise provide for maintenance, management, or operation in lieu of the canceled obligation, at the direction of the owners of not less than a majority of the voting interests in the condominium other than the voting interests owned by the developer. S. 718.302(1)(a), F.S.

contract for maintenance, management, or operation of buildings containing the units in that condominium or of improvements used only by unit owners of that condominium may be canceled by concurrence of the owners of at least 75 percent of the voting interests in the condominium other than the voting interests owned by the developer.[97]

Further, if an association operates more than one condominium and its unit owners (other than the developer) have assumed control of the association, the cancellation must be by concurrence of the owners of not less than 75 percent of the total number of voting interests in all condominiums operated by the association (other than the voting interests owned by the developer).[98]

Condominiums Created Within a Portion of a Building

Under the Act, a condominium may be created within a portion of a building or within a multiple parcel building.[99,100] The common elements of a condominium created as such are only those portions of the building that are submitted to the condominium form of ownership, excluding the units of that condominium.[101]

The declaration that creates a condominium within a portion of a building or within a multiple parcel building, the recorded instrument that creates the multiple parcel building, and any other recorded instrument applicable to s. 718.407, F.S., must specify all of the following:

- The portions of the building which are included in the condominium and the portions that are excluded.
- The party responsible for maintaining and operating those portions of the building which are shared facilities, including, but not limited to, the roof, the exterior of the building, the windows, the balconies, the elevators, the building lobby, the corridors, the recreational amenities, and the utilities.
- The party responsible for collecting the shared expenses.
- The rights and remedies that are available to enforce payment of the shared expenses.[102]

Notably, the documents must also specify the manner in which the expenses for the maintenance and operation of the shared facilities will be apportioned.[103] An owner of a portion of a building which is not submitted to the condominium form of ownership or the condominium association, as applicable to the portion of the building submitted to the condominium form of ownership, must approve any increase to the apportionment of expenses to such portion of the building.[104]

The apportionment of the expenses for the maintenance and operation of the shared facilities may be based on any of the following criteria or any combination thereof:[105]

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[97] No grant, reservation, or contract for maintenance, management, or operation of recreational areas or any other property serving more than one condominium, and operated by more than one association, may be canceled. However, if the owners of units in a condominium have the right to use property in common with owners of units in other condominiums and those condominiums are operated by more than one association, no grant, reservation, or contract for maintenance, management, or operation of the property serving more than one condominium may be canceled until unit owners other than the developer have assumed control of all of the associations operating the condominiums that are to be served by the recreational area or other property, after which cancellation may be effected by concurrence of the owners of not less than 75 percent of the total number of voting interests in those condominiums other than voting interests owned by the developer. Ss. 718.302(1)(a), and (d), F.S.

[98] S. 718.302(1)(c), F.S.

[99] A "multiple parcel building" is a building, other than a building consisting entirely of a single condominium, timeshare, or cooperative, which contains separate parcels that are vertically located, in whole or in part, on or over the same land. S. 193.0237(1)(a), F.S.

[100] S. 718.407(1), F.S.

[101] S. 718.407(2), F.S.

[102] Ss. 718.407(3)(a), (b), (d), and (e), F.S.

[103] S. 718.407(3)(c)1., F.S.

[104] *Id.*

[105] An alternative apportionment of expenses is not precluded under the Act as long as such apportionment is stated in the declaration of condominium, the recorded instrument that creates the multiple parcel building, or any other applicable recorded instrument. S. 718.407(3)(c)2., F.S.

- The area or volume of each portion of the building in relation to the total area or volume of the entire building, exclusive of the shared facilities.
- The initial estimated market value of each portion of the building in comparison to the total initial estimated market value of the entire building.
- The extent to which the unit owners are permitted to use various shared facilities.[106]

Developer and Non-Developer Disclosures

The Act requires that developers[107] and non-developer unit owners make certain disclosures prior to the sale of a residential condominium unit.[108] Among the required disclosures for developers are the milestone inspection report, the turnover inspection report, and the SIRS report.[109] Likewise, if a condominium association is required to have any of the reports but has not completed them, the developer is required to disclose the non-compliance.[110]

A unit owner who is not a developer must also comply with the Act's disclosure requirements before the sale of his or her unit.[111] Each prospective purchaser who has entered into a contract for the purchase of a unit is entitled, at the seller's expense, to a current copy of all of the following:

- The declaration of condominium;
- The articles of incorporation of the association;
- The bylaws and rules of the association;
- An annual financial statement and annual budget of the association;
- A copy of the inspector-prepared summary of the milestone inspection report, if applicable;
- The association's most recent SIRS or a statement that the association has not completed a SIRS;
- A copy of the inspection report for a turnover inspection performed on or after July 1, 2023; and
- The document entitled "Frequently Asked Questions and Answers" required by s. 718.504, F.S.[112]

Section 31 of Ch. 2024-24, Laws of Fla.

The amendments made to ss. 718.103(14), and 718.202(3), and s. 718.407(1), (2), and (6), F.S., F.S., which were made by s. 31 of ch. 2024-25, Laws of Fla., were intended to clarify existing law and were required to be applied retroactively. Currently, s. 31 of ch. 2024-24, Laws of Fla., provides that such amendments do not revive or reinstate any right or interest that has been fully and finally adjudicated as invalid before October 1, 2024.

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[106] S. 718.407(3)(c)1.a.–c., F.S.

[107] "Developer" means a person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include:

(a) an owner or lessee of a condominium or cooperative unit who has acquired the unit for his or her own occupancy;
(b) a cooperative association that creates a condominium by conversion of an existing residential cooperative after control of the association has been transferred to the unit owners if, following the conversion, the unit owners are the same persons who were unit owners of the cooperative and no units are offered for sale or lease to the public as part of the plan of conversion;
(c) a bulk assignee or bulk buyer as defined in s. 718.703, F.S., or
(d) a state, county, or municipal entity acting as a lessor and not otherwise named as a developer in the declaration of condominium. S. 718.103(17), F.S.

[108] *See* s. 718.503, F.S.

[109] S. 718.503(1)(d), F.S.

[110] *Id.*

[111] S. 718.503(2)(a), F.S.

[112] S. 718.503(2)(a)1.–8., F.S.

RECENT LEGISLATION:

YEAR	BILL #	HOUSE SPONSOR(S)	SENATE SPONSOR	OTHER INFORMATION
2024	CS/CS/CS/HB 1021	Lopez, V.	Bradley	The 2024 legislation for condominium and cooperative associations.
2023	CS/CS/HB 1395	Lopez, V.	Bradley	The 2023 legislation for condominium and cooperative associations.

BILL HISTORY

COMMITTEE REFERENCE	ACTION	DATE	STAFF DIRECTOR/ POLICY CHIEF	ANALYSIS PREPARED BY
Housing, Agriculture & Tourism Subcommittee			Curtin	Fletcher
Budget Committee				
Commerce Committee				

A bill to be entitled

An act relating to condominium associations; amending s. 627.351, F.S.; prohibiting Citizens Property Insurance Corporation from issuing or renewing insurance policies to unit owners or associations under certain circumstances; amending s. 718.110, F.S.; providing that the declaration of a nonresidential condominium may be amended to change certain provisions if all affected record owners join in the execution of such amendment; requiring certain documents to be served at a unit owner's address as reflected in the association's official records; amending s. 718.111, F.S.; requiring, rather than authorizing, an association to provide adequate insurance coverage; revising the requisite intent necessary for criminal penalties; requiring associations to maintain the most recent annual financial statement and annual budget on the condominium property; removing the requirement for an association to provide a unit owner specified notice that the most updated financial report will be provided to the unit owner upon request; providing legislative findings; authorizing the board of an association to levy special assessments and obtain loans for certain purposes without approval of the

membership; providing applicability; amending s. 718.112, F.S.; authorizing an association to adopt written reasonable rules governing unit owner questions at a meeting; authorizing an association operating a nonresidential condominium to provide for different voting and election procedures; authorizing a majority of the total voting interests of certain associations to approve the provision of a specified line of credit to be used for certain purposes; authorizing an association's reserve accounts to be pooled; specifying that a conflict of interest exists if the person conducting a structural integrity reserve study or milestone inspection provides or contracts to provide repair or replacement services on certain property; revising applicability; requiring the Department of Business and Professional Regulation to initiate rulemaking by a specified date for a certain purpose; prohibiting the suspension of a voting interest of a condominium when voting to recall a member of the board of administration; prohibiting any prior suspension of voting rights from having any effect; removing certain provisions relating to the method for recalling members of the board; requiring that a recall agreement be served on the association by registered mail, rather than by certified mail or

by personal service; providing that service must be provided in a specified manner to be valid; providing that a rejection of a unit owner's recall agreement applies under certain circumstances; providing that there is a rebuttable presumption that a unit owner executing a recall agreement is the designated voter for the unit; prohibiting an association from enforcing a voting certificate requirement under certain circumstances; requiring that a rescission or revocation of a unit owner's recall agreement be in writing and delivered to the association before an association is served with the written recall agreement; providing construction; revising the timeframe in which a certain petition or action must be filed; requiring that an association be named as the respondent in such petition or action; revising the timeframe in which the Division of Florida Condominiums, Timeshares, and Mobile Homes or a court may not accept a recall petition or a court action; providing that a director or an officer is delinquent if payment is not made by a specified due date identified in the declarations, bylaws, or articles of incorporation; providing that a payment is delinquent on the first day of the assessment period if no specified due date is in the declarations, bylaws, or

articles of incorporation; amending s. 718.113, F.S.; requiring the board to determine whose responsibility it is to pay for removal or reinstallation of hurricane protection; removing authorization for an association to enforce and collect certain charges as assessments; amending s. 718.116, F.S.; providing legislative findings; authorizing the board of an association to levy special assessments for certain purposes without approval of the membership; providing applicability; amending s. 718.117, F.S.; authorizing termination of a condominium if the estimated costs of replacement, in addition to certain construction or repair costs, exceed the estimated fair market value of the units; requiring approval for termination of a condominium by a specified percentage of the voting interests under certain circumstances; removing provision prohibiting a plan of termination if a certain percentage of the total voting interests reject the plan; specifying how members can reject a plan of termination; providing that certain provisions relating to a plan of termination apply to residential condominiums only; requiring a plan of termination to be approved by the division; authorizing condominiums to amend their declarations by a specified vote to include certain provisions of statutory law; providing

additional reasons a unit owner or lienor can contest the apportionment of proceed from a sale of the condominium; amending s. 718.1255, F.S.; providing requirements for bringing an action to challenge an election or a recall; authorizing certain persons to file a notice of removal and complaint in circuit court within a specified timeframe after service of a petition to arbitrate an election or recall disputes; barring actions that are not timely filed and rendering the arbitration decision final; providing requirements for filing a notice of removal and complaint and bringing an action to challenge the arbitration decision; specifying the sole method in which the division or court may award costs and attorney fees in a dispute involving the recall of a director; amending s. 718.128, F.S.; removing a requirement for written notice of certain meetings; requiring, after a specified percentage of voting interests adopts a resolution, a board to hold a meeting within a certain timeframe; requiring a board to receive a petition to adopt a resolution within a certain timeframe; requiring an association to have a designated e-mail address for receipt of ballots transmitted electronically; providing requirements for electronically transmitting a ballot; providing a

presumption; amending s. 718.203, F.S.; providing that all condominiums, not just residential, can be covered by an insured warranty program; amending s. 718.301, F.S.; providing that certain provisions of law relating to transfer of control of an association do not apply to certain residential condominiums beginning on a specified date; amending s. 718.302, F.S.; providing that if unit owners own a specified percentage of voting interests in certain condominiums that certain agreements may be cancelled by the unit owners; amending s. 718.407, F.S.; requiring that a specified report be provided to an association within a certain amount of time after the end of the fiscal year; requiring copies of receipts and invoices be included with the report; authorizing an association to challenge the apportionment of certain costs of the shared facilities within a certain amount of time; providing construction; amending s. 718.503, F.S.; requiring a developer or unit owner to provide one notice, instead of two, to a buyer before the sale of a unit; requiring a unit owner to provide the most recent annual financial statement and annual budget to a buyer before the sale of a unit; amending ch. 2024-244, Laws of Florida; providing that certain amendments that were made to the Condominium Act do

not revive a right or interest in a matter pending adjudication before a specified date; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (a) of subsection (6) of section 627.351, Florida Statutes, is amended to read:

627.351 Insurance risk apportionment plans.—

(6) CITIZENS PROPERTY INSURANCE CORPORATION.—

(a) The public purpose of this subsection is to ensure that there is an orderly market for property insurance for residents and businesses of this state.

1. The Legislature finds that private insurers are unwilling or unable to provide affordable property insurance coverage in this state to the extent sought and needed. The absence of affordable property insurance threatens the public health, safety, and welfare and likewise threatens the economic health of the state. The state therefore has a compelling public interest and a public purpose to assist in assuring that property in the state is insured and that it is insured at affordable rates so as to facilitate the remediation, reconstruction, and replacement of damaged or destroyed property in order to reduce or avoid the negative effects otherwise resulting to the public health, safety, and welfare, to the

economy of the state, and to the revenues of the state and local governments which are needed to provide for the public welfare. It is necessary, therefore, to provide affordable property insurance to applicants who are in good faith entitled to procure insurance through the voluntary market but are unable to do so. The Legislature intends, therefore, that affordable property insurance be provided and that it continue to be provided, as long as necessary, through Citizens Property Insurance Corporation, a government entity that is an integral part of the state, and that is not a private insurance company. To that end, the corporation shall strive to increase the availability of affordable property insurance in this state, while achieving efficiencies and economies, and while providing service to policyholders, applicants, and agents which is no less than the quality generally provided in the voluntary market, for the achievement of the foregoing public purposes. Because it is essential for this government entity to have the maximum financial resources to pay claims following a catastrophic hurricane, it is the intent of the Legislature that the corporation continue to be an integral part of the state and that the income of the corporation be exempt from federal income taxation and that interest on the debt obligations issued by the corporation be exempt from federal income taxation.

2. The Residential Property and Casualty Joint Underwriting Association originally created by this statute

shall be known as the Citizens Property Insurance Corporation. The corporation shall provide insurance for residential and commercial property, for applicants who are entitled, but, in good faith, are unable to procure insurance through the voluntary market. The corporation shall operate pursuant to a plan of operation approved by order of the Financial Services Commission. The plan is subject to continuous review by the commission. The commission may, by order, withdraw approval of all or part of a plan if the commission determines that conditions have changed since approval was granted and that the purposes of the plan require changes in the plan. For the purposes of this subsection, residential coverage includes both personal lines residential coverage, which consists of the type of coverage provided by homeowner, mobile home owner, dwelling, tenant, condominium unit owner, and similar policies; and commercial lines residential coverage, which consists of the type of coverage provided by condominium association, apartment building, and similar policies.

3. With respect to coverage for personal lines residential structures:

a. Effective January 1, 2017, a structure that has a dwelling replacement cost of $700,000 or more, or a single condominium unit that has a combined dwelling and contents replacement cost of $700,000 or more, is not eligible for coverage by the corporation.

b. The requirements of sub-subparagraph a. do not apply in counties where the office determines there is not a reasonable degree of competition. In such counties a personal lines residential structure that has a dwelling replacement cost of less than $1 million, or a single condominium unit that has a combined dwelling and contents replacement cost of less than $1 million, is eligible for coverage by the corporation.

4. It is the intent of the Legislature that policyholders, applicants, and agents of the corporation receive service and treatment of the highest possible level but never less than that generally provided in the voluntary market. It is also intended that the corporation be held to service standards no less than those applied to insurers in the voluntary market by the office with respect to responsiveness, timeliness, customer courtesy, and overall dealings with policyholders, applicants, or agents of the corporation.

5.a. Effective January 1, 2009, a personal lines residential structure that is located in the "wind-borne debris region," as defined in s. 1609.2, International Building Code (2006), and that has an insured value on the structure of $750,000 or more is not eligible for coverage by the corporation unless the structure has opening protections as required under the Florida Building Code for a newly constructed residential structure in that area. A residential structure is deemed to comply with this sub-subparagraph if it has shutters or opening

protections on all openings and if such opening protections complied with the Florida Building Code at the time they were installed.

b. Any major structure, as defined in s. 161.54(6)(a), that is newly constructed, or rebuilt, repaired, restored, or remodeled to increase the total square footage of finished area by more than 25 percent, pursuant to a permit applied for after July 1, 2015, is not eligible for coverage by the corporation if the structure is seaward of the coastal construction control line established pursuant to s. 161.053 or is within the Coastal Barrier Resources System as designated by 16 U.S.C. ss. 3501-3510.

6. With respect to wind-only coverage for commercial lines residential condominiums, effective July 1, 2014, a condominium shall be deemed ineligible for coverage if 50 percent or more of the units are rented more than eight times in a calendar year for a rental agreement period of less than 30 days.

7. The corporation may not issue or renew an insurance policy for a condominium unit owner or a condominium association unless the condominium association has complied with the inspection requirements in ss. 553.899 and 718.112(2)(g).

Section 2. Subsections (4) and (10) of section 718.110, Florida Statutes, are amended to read:

718.110 Amendment of declaration; correction of error or omission in declaration by circuit court.—

(4)(a) Subject to paragraph (b), unless otherwise provided in the declaration as originally recorded, an ~~no~~ amendment may not change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the unit owner shares the common expenses of the condominium and owns the common surplus of the condominium unless the record owner of the unit and all record owners of liens on the unit join in the execution of the amendment and unless all the record owners of all other units in the same condominium approve the amendment. The acquisition of property by the association and material alterations or substantial additions to such property or the common elements by the association in accordance with s. 718.111(7) or s. 718.113, and amendments providing for the transfer of use rights in limited common elements pursuant to s. 718.106(2)(b) may not be considered ~~shall not be deemed to constitute~~ a material alteration or modification of the appurtenances to the units. Except as provided in paragraph (b), a declaration recorded after April 1, 1992, may not require the approval of less than a majority of total voting interests of the condominium for amendments under this subsection, unless otherwise required by a governmental entity.

(b) Notwithstanding subsection (14), the declaration of a nonresidential condominium formed on or after July 1, 2025, may be amended to change the configuration or size of a unit in any

material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the unit owner shares the common expenses of the condominium and owns the common surplus of the condominium, if the record owners of all affected units and all record owners of liens on the affected units join in the execution of the amendment. The approval of the record owners of the nonaffected units in such condominium is not required.

(10) If there is an omission or error in a declaration of condominium, or any other document required to establish the condominium, and the omission or error would affect the valid existence of the condominium, the circuit court may entertain a petition of one or more of the unit owners in the condominium, or of the association, to correct the error or omission, and the action may be a class action. The court may require that one or more methods of correcting the error or omission be submitted to the unit owners to determine the most acceptable correction. All unit owners, the association, and the mortgagees of a first mortgage of record must be joined as parties to the action. Service of process on unit owners may be by publication, but the plaintiff must furnish every unit owner not personally served with process with a copy of the petition and final decree of the court by certified mail, return receipt requested, at the unit owner's ~~last known residence~~ address as reflected in the association's official records. If an action to determine

whether the declaration or another condominium document complies with the mandatory requirements for the formation of a condominium is not brought within 3 years of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, the declaration and other documents will effectively create a condominium, as of the date the declaration was recorded, regardless of whether the documents substantially comply with the mandatory requirements of law. However, both before and after the expiration of this 3-year period, the circuit court has jurisdiction to entertain a petition permitted under this subsection for the correction of the documentation, and other methods of amendment may be utilized to correct the errors or omissions at any time.

Section 3. Paragraph (a) of subsection (11), paragraphs (a) and (c) of subsection (12), and subsection (13) of section 718.111, Florida Statutes, are amended, and subsection (16) is added to that section, to read:

718.111 The association.—

(11) INSURANCE.—In order to protect the safety, health, and welfare of the people of the State of Florida and to ensure consistency in the provision of insurance coverage to condominiums and their unit owners, this subsection applies to

every residential condominium in the state, regardless of the date of its declaration of condominium. It is the intent of the Legislature to encourage lower or stable insurance premiums for associations described in this subsection.

(a) Every condominium association must provide adequate property insurance as determined under this paragraph, regardless of any requirement in the declaration of condominium for certain coverage by the association ~~for full insurable value, replacement cost, or similar coverage, must be based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months~~.

1. An association or group of associations may provide adequate property insurance through a self-insurance fund that complies with the requirements of ss. 624.460-624.488.

2. The amount of adequate insurance coverage for full insurable value, replacement cost, or similar coverage may be based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a previous appraisal. The replacement cost of property covered must be determined every 3 years, at a minimum.

3.~~2.~~ The association's obligation to obtain and ~~association may also~~ provide adequate property insurance coverage for a group of at least three communities created and

operating under this chapter, chapter 719, chapter 720, or chapter 721 may be satisfied by obtaining and maintaining for such communities insurance coverage sufficient to cover an amount equal to the probable maximum loss for the communities for a 250-year windstorm event.

a. Such probable maximum loss must be determined through the use of a competent model that has been accepted by the Florida Commission on Hurricane Loss Projection Methodology.

b. A policy or program providing such coverage may not be issued or renewed after July 1, 2008, unless it has been reviewed and approved by the Office of Insurance Regulation. The review and approval must include approval of the policy and related forms pursuant to ss. 627.410 and 627.411, approval of the rates pursuant to s. 627.062, a determination that the loss model approved by the commission was accurately and appropriately applied to the insured structures to determine the 250-year probable maximum loss, and a determination that complete and accurate disclosure of all material provisions is provided to condominium unit owners before execution of the agreement by a condominium association.

4.~~3.~~ When determining the adequate amount of property insurance coverage, the association may consider deductibles as determined by this subsection.

(12) OFFICIAL RECORDS.—

(a) From the inception of the association, the association

shall maintain each of the following items, if applicable, which constitutes the official records of the association:

1. A copy of the plans, permits, warranties, and other items provided by the developer under s. 718.301(4).

2. A photocopy of the recorded declaration of condominium of each condominium operated by the association and each amendment to each declaration.

3. A photocopy of the recorded bylaws of the association and each amendment to the bylaws.

4. A certified copy of the articles of incorporation of the association, or other documents creating the association, and each amendment thereto.

5. A copy of the current rules of the association.

6. A book or books that contain the minutes of all meetings of the association, the board of administration, and the unit owners.

7. A current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers. The association shall also maintain the e-mail addresses and facsimile numbers of unit owners consenting to receive notice by electronic transmission. In accordance with sub-subparagraph (c)4.e. ~~(c)5.e.~~, the e-mail addresses and facsimile numbers are only accessible to unit owners if consent to receive notice by electronic transmission is provided, or if the unit owner has expressly indicated that

such personal information can be shared with other unit owners and the unit owner has not provided the association with a request to opt out of such dissemination with other unit owners. An association must ensure that the e-mail addresses and facsimile numbers are only used for the business operation of the association and may not be sold or shared with outside third parties. If such personal information is included in documents that are released to third parties, other than unit owners, the association must redact such personal information before the document is disseminated. However, the association is not liable for an inadvertent disclosure of the e-mail address or facsimile number for receiving electronic transmission of notices unless such disclosure was made with a knowing or intentional disregard of the protected nature of such information.

8. All current insurance policies of the association and condominiums operated by the association.

9. A current copy of any management agreement, lease, or other contract to which the association is a party or under which the association or the unit owners have an obligation or responsibility.

10. Bills of sale or transfer for all property owned by the association.

11. Accounting records for the association and separate accounting records for each condominium that the association operates. Any person who knowingly or intentionally defaces or

destroys such records, or who knowingly or intentionally fails to create or maintain such records, with the intent of causing harm to the association or one or more of its members, is personally subject to a civil penalty pursuant to s. 718.501(1)(e). The accounting records must include, but are not limited to:

a. Accurate, itemized, and detailed records of all receipts and expenditures.

b. All invoices, transaction receipts, or deposit slips that substantiate any receipt or expenditure of funds by the association.

c. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.

d. All audits, reviews, accounting statements, structural integrity reserve studies, and financial reports of the association or condominium. Structural integrity reserve studies must be maintained for at least 15 years after the study is completed.

e. All contracts for work to be performed. Bids for work to be performed are also considered official records and must be maintained by the association for at least 1 year after receipt of the bid.

12. Ballots, sign-in sheets, voting proxies, and all other

papers and electronic records relating to voting by unit owners, which must be maintained for 1 year from the date of the election, vote, or meeting to which the document relates, notwithstanding paragraph (b).

13. All rental records if the association is acting as agent for the rental of condominium units.

14. A copy of the current question and answer sheet as described in s. 718.504.

15. A copy of the inspection reports described in ss. 553.899 and 718.301(4)(p) and any other inspection report relating to a structural or life safety inspection of condominium property. Such record must be maintained by the association for 15 years after receipt of the report.

16. Bids for materials, equipment, or services.

17. All affirmative acknowledgments made pursuant to s. 718.121(4)(c).

18. A copy of all building permits.

19. A copy of all satisfactorily completed board member educational certificates.

20. All other written records of the association not specifically included in the foregoing which are related to the operation of the association.

(c)1.a. The official records of the association are open to inspection by any association member and any person authorized by an association member as a representative of such

member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the member and of the person authorized by the association member as a representative of such member. A renter of a unit has a right to inspect and copy only the declaration of condominium, the association's bylaws and rules, and the inspection reports described in ss. 553.899 and 718.301(4)(p). The association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying but may not require a member to demonstrate any purpose or state any reason for the inspection. The failure of an association to provide the records within 10 working days after receipt of a written request creates a rebuttable presumption that the association willfully failed to comply with this paragraph. A unit owner who is denied access to official records is entitled to the actual damages or minimum damages for the association's willful failure to comply. Minimum damages are $50 per calendar day for up to 10 days, beginning on the 11th working day after receipt of the written request. The failure to permit inspection entitles any person prevailing in an enforcement action to recover reasonable attorney fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records. If the requested records are posted on an association's website, or are available for download through an application on a mobile

device, the association may fulfill its obligations under this paragraph by directing to the website or the application all persons authorized to request access.

b. In response to a written request to inspect records, the association must simultaneously provide to the requestor a checklist of all records made available for inspection and copying. The checklist must also identify any of the association's official records that were not made available to the requestor. An association must maintain a checklist provided under this sub-subparagraph for 7 years. An association delivering a checklist pursuant to this sub-subparagraph creates a rebuttable presumption that the association has complied with this paragraph.

2. A director or member of the board or association or a community association manager who knowingly and~~,~~ willfully or intentionally~~, and repeatedly~~ violates subparagraph 1. commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, and must be removed from office and a vacancy declared. ~~For purposes of this subparagraph, the term "repeatedly" means two or more violations within a 12-month period.~~

3. Any person who willfully and knowingly or intentionally defaces or destroys accounting records that are required by this chapter to be maintained during the period for which such records are required to be maintained, or who willfully and

knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the association or one or more of its members, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083; is personally subject to a civil penalty pursuant to s. 718.501(1)(d); and must be removed from office and a vacancy declared.

4. A person who willfully and knowingly or intentionally refuses to release or otherwise produce association records with the intent to avoid or escape detection, arrest, trial, or punishment for the commission of a crime, or to assist another person with such avoidance or escape, commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, and must be removed from office and a vacancy declared.

5. The association shall maintain an adequate number of copies of the declaration, articles of incorporation, bylaws, and rules, and all amendments to each of the foregoing, as well as the question and answer sheet as described in s. 718.504 and the most recent annual financial statement and annual budget ~~year-end financial information~~ required under this section, on the condominium property to ensure their availability to unit owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those

requesting the documents. An association shall allow a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the association's providing the member or his or her authorized representative with a copy of such records. The association may not charge a member or his or her authorized representative for the use of a portable device. Notwithstanding this paragraph, the following records are not accessible to unit owners:

a. Any record protected by the lawyer-client privilege as described in s. 90.502 and any record protected by the work-product privilege, including a record prepared by an association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

b. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a unit.

c. Personnel records of association or management company employees, including, but not limited to, disciplinary, payroll,

health, and insurance records. For purposes of this sub-subparagraph, the term "personnel records" does not include written employment agreements with an association employee or management company, or budgetary or financial records that indicate the compensation paid to an association employee.

d. Medical records of unit owners.

e. Social security numbers, driver license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a unit owner other than as provided to fulfill the association's notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the association to fulfill the association's notice requirements. Notwithstanding the restrictions in this sub-subparagraph, an association may print and distribute to unit owners a directory containing the name, unit address, and all telephone numbers of each unit owner. However, an owner may exclude his or her telephone numbers from the directory by so requesting in writing to the association. An owner may consent in writing to the disclosure of other contact information described in this sub-subparagraph. The association is not liable for the inadvertent disclosure of information that is protected under this sub-subparagraph if the information is included in an official record of the association and is

voluntarily provided by an owner and not requested by the association.

f. Electronic security measures that are used by the association to safeguard data, including passwords.

g. The software and operating system used by the association which allow the manipulation of data, even if the owner owns a copy of the same software used by the association. The data is part of the official records of the association.

h. All affirmative acknowledgments made pursuant to s. 718.121(4)(c).

(13) FINANCIAL REPORTING.—Within 90 days after the end of the fiscal year, or annually on a date provided in the bylaws, the association shall prepare and complete, or contract for the preparation and completion of, a financial report for the preceding fiscal year. Within 21 days after the final financial report is completed by the association or received from the third party, but not later than 120 days after the end of the fiscal year or other date as provided in the bylaws, the association shall deliver to each unit owner by United States mail or personal delivery at the mailing address, property address, e-mail address, or facsimile number provided to fulfill the association's notice requirements, a copy of the most recent financial report~~, and a notice that a copy of the most recent financial report will be mailed or hand delivered to the unit owner, without charge, within 5 business days after receipt of a~~

~~written request from the unit owner~~. The division shall adopt rules setting forth uniform accounting principles and standards to be used by all associations and addressing the financial reporting requirements for multicondominium associations. The rules must include, but not be limited to, standards for presenting a summary of association reserves, including a good faith estimate disclosing the annual amount of reserve funds that would be necessary for the association to fully fund reserves for each reserve item based on the straight-line accounting method. This disclosure is not applicable to reserves funded via the pooling method. In adopting such rules, the division shall consider the number of members and annual revenues of an association. Financial reports shall be prepared as follows:

(a) An association that meets the criteria of this paragraph shall prepare a complete set of financial statements in accordance with generally accepted accounting principles. The financial statements must be based upon the association's total annual revenues, as follows:

1. An association with total annual revenues of $150,000 or more, but less than $300,000, shall prepare compiled financial statements.

2. An association with total annual revenues of at least $300,000, but less than $500,000, shall prepare reviewed financial statements.

3. An association with total annual revenues of $500,000 or more shall prepare audited financial statements.

(b)1. An association with total annual revenues of less than $150,000 shall prepare a report of cash receipts and expenditures.

2. A report of cash receipts and disbursements must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the association maintains reserves.

(c) An association may prepare, without a meeting of or approval by the unit owners:

1. Compiled, reviewed, or audited financial statements, if the association is required to prepare a report of cash receipts and expenditures;

2. Reviewed or audited financial statements, if the association is required to prepare compiled financial statements; or

3. Audited financial statements if the association is required to prepare reviewed financial statements.

(d) If approved by a majority of the voting interests present at a properly called meeting of the association, an association may prepare:

1. A report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement;

2. A report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or

3. A report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement.

Such meeting and approval must occur before the end of the fiscal year and is effective only for the fiscal year in which the vote is taken. An association may not prepare a financial report pursuant to this paragraph for consecutive fiscal years. If the developer has not turned over control of the association, all unit owners, including the developer, may vote on issues related to the preparation of the association's financial reports, from the date of incorporation of the association through the end of the second fiscal year after the fiscal year in which the certificate of a surveyor and mapper is recorded pursuant to s. 718.104(4)(e) or an instrument that transfers

title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit is recorded, whichever occurs first. Thereafter, all unit owners except the developer may vote on such issues until control is turned over to the association by the developer. Any audit or review prepared under this section shall be paid for by the developer if done before turnover of control of the association.

(e) A unit owner may provide written notice to the division of the association's failure to mail or hand deliver him or her a copy of the most recent financial report within 5 business days after he or she submitted a written request to the association for a copy of such report. If the division determines that the association failed to mail or hand deliver a copy of the most recent financial report to the unit owner, the division shall provide written notice to the association that the association must mail or hand deliver a copy of the most recent financial report to the unit owner and the division within 5 business days after it receives such notice from the division. An association that fails to comply with the division's request may not waive the financial reporting requirement provided in paragraph (d) for the fiscal year in which the unit owner's request was made and the following fiscal year. A financial report received by the division pursuant to this paragraph shall be maintained, and the division shall

provide a copy of such report to an association member upon his or her request.

(16) SPECIAL ASSESSMENTS AND OBTAINING LOANS.—

(a)1. The Legislature finds that:

a. Condominiums are created as authorized by statute and are subject to covenants that encumber the land and restrict the use of real property.

b. In some circumstances, the declaration, articles of incorporation, or bylaws of an association restrict the authority of the board of administration to levy special assessments or to obtain a loan without first receiving approval of the membership, which may preclude an association from obtaining immediate funding to carry out its obligations to perform necessary maintenance, repair, or replacement of the condominium property as required by the milestone inspection report and structural integrity reserve study report in order to protect the health and safety of the unit owners and tenants of the property.

c. It is contrary to the public policy of this state to limit the ability of an association to obtain the funds needed to perform necessary maintenance, repair, or replacement of the condominium property as required by the milestone inspection report and structural integrity reserve study report in order to protect the health and safety of the unit owners and tenants of the property.

d. It is in the best interest of this state to provide a method for the boards of administration of associations to obtain the funds needed to perform necessary maintenance, repair, or replacement of the condominium property as required by the milestone inspection report and structural integrity reserve study report without the approval of the membership in order to protect the health and safety of the unit owners and tenants of the property.

2. The Legislature further finds that authorizing the board of administration of an association to meet its fiduciary duty, to levy special assessments, and to obtain a loan for necessary maintenance, repair, or replacement of the condominium property as required by the milestone inspection report and structural integrity reserve study report in order to protect the health and safety of the unit owners and tenants of the property is in the public interest; that requiring an association to obtain membership approval endangers the public safety; and that there is a compelling state interest in enabling the board of administration of an association to levy special assessments and obtain loans to perform necessary maintenance, repair, or replacement of the condominium property as required by the milestone inspection report and structural integrity reserve study report without the approval of the membership in order to protect the health and safety of the unit owners and tenants of the property.

(b) Notwithstanding any provision to the contrary contained in an association's declaration, articles of incorporation, or bylaws, the board of administration of an association may levy special assessments and obtain a loan to perform necessary maintenance, repair, or replacement of the condominium property as required by the milestone inspection report and structural integrity reserve study report without the approval of the membership in order to protect the health and safety of the unit owners and tenants of the property.

(c) This section applies to all condominiums in existence on or after July 1, 2025, which are not controlled by the developer as defined in s. 718.103 or a bulk assignee or bulk buyer, as those terms are defined in s. 718.703.

Section 4. Paragraphs (c), (d), (f), (g), (l), and (p) of subsection (2) of section 718.112, Florida Statutes, are amended, and paragraph (m) of that subsection is republished, to read:

718.112 Bylaws.—

(2) REQUIRED PROVISIONS.—The bylaws shall provide for the following and, if they do not do so, shall be deemed to include the following:

(c) Board of administration meetings.—In a residential condominium association of more than 10 units, the board of administration shall meet at least once each quarter. At least four times each year, the meeting ~~agenda~~ must include an

opportunity for members to ask questions of the board, including questions relating to the status of any construction or repair projects, the status of all revenue and expenditures during the current fiscal year, and any other issues affecting the condominium. Meetings of the board of administration at which a quorum of the members is present are open to all unit owners. Members of the board of administration may use e-mail as a means of communication but may not cast a vote on an association matter via e-mail. A unit owner may tape record or videotape the meetings. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items ~~and the right to ask questions relating to reports on the status of construction or repair projects, the status of revenues and expenditures during the current fiscal year, and other issues affecting the condominium~~. The division shall adopt reasonable rules governing the tape recording and videotaping of the meeting. The association may adopt written reasonable rules governing the frequency, duration, and manner of unit owner statements and questions.

1. Adequate notice of all board meetings, which must specifically identify all agenda items, must be posted conspicuously on the condominium property at least 48 continuous hours before the meeting except in an emergency. If 20 percent of the voting interests petition the board to address an item of business, the board, within 60 days after receipt of the

petition, shall place the item on the agenda at its next regular board meeting or at a special meeting called for that purpose. An item not included on the notice may be taken up on an emergency basis by a vote of at least a majority plus one of the board members. Such emergency action must be noticed and ratified at the next regular board meeting. Written notice of a meeting at which a nonemergency special assessment or an amendment to rules regarding unit use will be considered must be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property at least 14 days before the meeting. Evidence of compliance with this 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the association.

2. Upon notice to the unit owners, the board shall, by duly adopted rule, designate a specific location on the condominium property at which all notices of board meetings must be posted. If there is no condominium property at which notices can be posted, notices shall be mailed, delivered, or electronically transmitted to each unit owner at least 14 days before the meeting. In lieu of or in addition to the physical posting of the notice on the condominium property, the association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving

the condominium association. However, if broadcast notice is used in lieu of a notice physically posted on condominium property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. If broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. In addition to any of the authorized means of providing notice of a meeting of the board, the association may, by rule, adopt a procedure for conspicuously posting the meeting notice and the agenda on a website serving the condominium association for at least the minimum period of time for which a notice of a meeting is also required to be physically posted on the condominium property. Any rule adopted shall, in addition to other matters, include a requirement that the association send an electronic notice in the same manner as a notice for a meeting of the members, which must include a hyperlink to the website at which the notice is posted, to unit owners whose e-mail addresses are included in the association's official records.

3. Notice of any meeting in which regular or special assessments against unit owners are to be considered must specifically state that assessments will be considered and provide the estimated cost and description of the purposes for

such assessments. If an agenda item relates to the approval of a contract for goods or services, a copy of the contract must be provided with the notice and be made available for inspection and copying upon a written request from a unit owner or made available on the association's website or through an application that can be downloaded on a mobile device.

4. Meetings of a committee to take final action on behalf of the board or make recommendations to the board regarding the association budget are subject to this paragraph. Meetings of a committee that does not take final action on behalf of the board or make recommendations to the board regarding the association budget are subject to this section, unless those meetings are exempted from this section by the bylaws of the association.

5. Notwithstanding any other law, the requirement that board meetings and committee meetings be open to the unit owners does not apply to:

a. Meetings between the board or a committee and the association's attorney, with respect to proposed or pending litigation, if the meeting is held for the purpose of seeking or rendering legal advice; or

b. Board meetings held for the purpose of discussing personnel matters.

(d) Unit owner meetings.—

1. An annual meeting of the unit owners must be held at the location provided in the association bylaws and, if the

bylaws are silent as to the location, the meeting must be held within 45 miles of the condominium property. However, such distance requirement does not apply to an association governing a timeshare condominium.

2. Unless the bylaws provide otherwise, a vacancy on the board caused by the expiration of a director's term must be filled by electing a new board member, and the election must be by secret ballot. An election is not required if the number of vacancies equals or exceeds the number of candidates. For purposes of this paragraph, the term "candidate" means an eligible person who has timely submitted the written notice, as described in sub-subparagraph 4.a., of his or her intention to become a candidate. Except in a timeshare or nonresidential condominium, or if the staggered term of a board member does not expire until a later annual meeting, or if all members' terms would otherwise expire but there are no candidates, the terms of all board members expire at the annual meeting, and such members may stand for reelection unless prohibited by the bylaws. Board members may serve terms longer than 1 year if permitted by the bylaws or articles of incorporation. A board member may not serve more than 8 consecutive years unless approved by an affirmative vote of unit owners representing two-thirds of all votes cast in the election or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy. Only board service that occurs on or after

July 1, 2018, may be used when calculating a board member's term limit. If the number of board members whose terms expire at the annual meeting equals or exceeds the number of candidates, the candidates become members of the board effective upon the adjournment of the annual meeting. Unless the bylaws provide otherwise, any remaining vacancies shall be filled by the affirmative vote of the majority of the directors making up the newly constituted board even if the directors constitute less than a quorum or there is only one director. In a residential condominium association of more than 10 units or in a residential condominium association that does not include timeshare units or timeshare interests, co-owners of a unit may not serve as members of the board of directors at the same time unless they own more than one unit or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy. A unit owner in a residential condominium desiring to be a candidate for board membership must comply with sub-subparagraph 4.a. and must be eligible to be a candidate to serve on the board of directors at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the board. A person who has been suspended or removed by the division under this chapter, or who is delinquent in the payment of any assessment due to the association, is not eligible to be a candidate for board membership and may not be

listed on the ballot. For purposes of this paragraph, a person is delinquent if a payment is not made by the due date as specifically identified in the declaration of condominium, bylaws, or articles of incorporation. If a due date is not specifically identified in the declaration of condominium, bylaws, or articles of incorporation, the due date is the first day of the assessment period. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for board membership unless such felon's civil rights have been restored for at least 5 years as of the date such person seeks election to the board. The validity of an action by the board is not affected if it is later determined that a board member is ineligible for board membership due to having been convicted of a felony. This subparagraph does not limit the term of a member of the board of a nonresidential or timeshare condominium.

3. The bylaws must provide the method of calling meetings of unit owners, including annual meetings. Written notice of an annual meeting must include an agenda; be mailed, hand delivered, or electronically transmitted to each unit owner at least 14 days before the annual meeting; and be posted in a conspicuous place on the condominium property or association property at least 14 continuous days before the annual meeting.

Written notice of a meeting other than an annual meeting must include an agenda; be mailed, hand delivered, or electronically transmitted to each unit owner; and be posted in a conspicuous place on the condominium property or association property within the timeframe specified in the bylaws. If the bylaws do not specify a timeframe for written notice of a meeting other than an annual meeting, notice must be provided at least 14 continuous days before the meeting. Upon notice to the unit owners, the board shall, by duly adopted rule, designate a specific location on the condominium property or association property at which all notices of unit owner meetings must be posted. This requirement does not apply if there is no condominium property for posting notices. In lieu of, or in addition to, the physical posting of meeting notices, the association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the condominium association. However, if broadcast notice is used in lieu of a notice posted physically on the condominium property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. If broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the

entire content of the notice and the agenda. In addition to any of the authorized means of providing notice of a meeting of the board, the association may, by rule, adopt a procedure for conspicuously posting the meeting notice and the agenda on a website serving the condominium association for at least the minimum period of time for which a notice of a meeting is also required to be physically posted on the condominium property. Any rule adopted shall, in addition to other matters, include a requirement that the association send an electronic notice in the same manner as a notice for a meeting of the members, which must include a hyperlink to the website at which the notice is posted, to unit owners whose e-mail addresses are included in the association's official records. Unless a unit owner waives in writing the right to receive notice of the annual meeting, such notice must be hand delivered, mailed, or electronically transmitted to each unit owner. Notice for meetings and notice for all other purposes must be mailed to each unit owner at the address last furnished to the association by the unit owner, or hand delivered to each unit owner. However, if a unit is owned by more than one person, the association must provide notice to the address that the developer identifies for that purpose and thereafter as one or more of the owners of the unit advise the association in writing, or if no address is given or the owners of the unit do not agree, to the address provided on the deed of record. An officer of the association, or the manager or other

person providing notice of the association meeting, must provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the association affirming that the notice was mailed or hand delivered in accordance with this provision.

4. The members of the board of a residential condominium shall be elected by written ballot or voting machine. Proxies may not be used in electing the board in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in this chapter. This subparagraph does not apply to an association governing a timeshare condominium.

a. At least 60 days before a scheduled election, the association shall mail, deliver, or electronically transmit, by separate association mailing or included in another association mailing, delivery, or transmission, including regularly published newsletters, to each unit owner entitled to a vote, a first notice of the date of the election. A unit owner or other eligible person desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the association at least 40 days before a scheduled election. Together with the written notice and agenda as set forth in subparagraph 3., the association shall mail, deliver, or electronically transmit a second notice of the election to all unit owners entitled to vote, together with a ballot that lists

all candidates not less than 14 days or more than 34 days before the date of the election. Upon request of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the association. The association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper. The division shall by rule establish voting procedures consistent with this sub-subparagraph, including rules establishing procedures for giving notice by electronic transmission and rules providing for the secrecy of ballots. Elections shall be decided by a plurality of ballots cast. There is no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election. A unit owner may not authorize any other person to vote his or her ballot, and any ballots improperly cast are invalid. A unit owner who violates this provision may be fined by the association in accordance with s. 718.303. A unit owner who needs assistance in casting the ballot for the reasons stated in s. 101.051 may obtain such assistance. The regular election must occur on the date of the annual meeting. Notwithstanding this sub-subparagraph, an

election is not required unless more candidates file notices of intent to run or are nominated than board vacancies exist.

b. A director of a board of an association of a residential condominium shall:

(I) Certify in writing to the secretary of the association that he or she has read the association's declaration of condominium, articles of incorporation, bylaws, and current written policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the association's members.

(II) Submit to the secretary of the association a certificate of having satisfactorily completed the educational curriculum administered by the division or a division-approved condominium education provider. The educational curriculum must be at least 4 hours long and include instruction on milestone inspections, structural integrity reserve studies, elections, recordkeeping, financial literacy and transparency, levying of fines, and notice and meeting requirements.

Each newly elected or appointed director must submit to the secretary of the association the written certification and educational certificate within 1 year before being elected or appointed or 90 days after the date of election or appointment. A director of an association of a residential condominium who

was elected or appointed before July 1, 2024, must comply with the written certification and educational certificate requirements in this sub-subparagraph by June 30, 2025. The written certification and educational certificate is valid for 7 years after the date of issuance and does not have to be resubmitted as long as the director serves on the board without interruption during the 7-year period. A director who is appointed by the developer may satisfy the educational certificate requirement in sub-sub-subparagraph (II) for any subsequent appointment to a board by a developer within 7 years after the date of issuance of the most recent educational certificate, including any interruption of service on a board or appointment to a board in another association within that 7-year period. One year after submission of the most recent written certification and educational certificate, and annually thereafter, a director of an association of a residential condominium must submit to the secretary of the association a certificate of having satisfactorily completed at least 1 hour of continuing education administered by the division, or a division-approved condominium education provider, relating to any recent changes to this chapter and the related administrative rules during the past year. A director of an association of a residential condominium who fails to timely file the written certification and educational certificate is suspended from service on the board until he or she complies

with this sub-subparagraph. The board may temporarily fill the vacancy during the period of suspension. The secretary shall cause the association to retain a director's written certification and educational certificate for inspection by the members for 7 years after a director's election or the duration of the director's uninterrupted tenure, whichever is longer. Failure to have such written certification and educational certificate on file does not affect the validity of any board action.

c. Any challenge to the election process must be commenced within 60 days after the election results are announced.

5. Any approval by unit owners called for by this chapter or the applicable declaration or bylaws, including, but not limited to, the approval requirement in s. 718.111(8), must be made at a duly noticed meeting of unit owners and is subject to all requirements of this chapter or the applicable condominium documents relating to unit owner decisionmaking, except that unit owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by the applicable bylaws or declaration or any law that provides for such action.

6. Unit owners may waive notice of specific meetings if allowed by the applicable bylaws or declaration or any law. Notice of meetings of the board of administration; unit owner meetings, except unit owner meetings called to recall board

members under paragraph (l); and committee meetings may be given by electronic transmission to unit owners who consent to receive notice by electronic transmission. A unit owner who consents to receiving notices by electronic transmission is solely responsible for removing or bypassing filters that block receipt of mass e-mails sent to members on behalf of the association in the course of giving electronic notices.

7. Unit owners have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the association may adopt reasonable rules governing the frequency, duration, and manner of unit owner participation.

8. A unit owner may tape record or videotape a meeting of the unit owners subject to reasonable rules adopted by the division.

9. Unless otherwise provided in the bylaws, any vacancy occurring on the board before the expiration of a term may be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. In the alternative, a board may hold an election to fill the vacancy, in which case the election procedures must conform to sub-subparagraph 4.a. unless the association governs 10 units or fewer and has opted out of the statutory election process, in which case the bylaws of the association control. Unless otherwise provided in the bylaws, a board member appointed or elected under this section

shall fill the vacancy for the unexpired term of the seat being filled. Filling vacancies created by recall is governed by paragraph (l) and rules adopted by the division.

10. This chapter does not limit the use of general or limited proxies, require the use of general or limited proxies, or require the use of a written ballot or voting machine for any agenda item or election at any meeting of a timeshare condominium association or nonresidential condominium association.

Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a., an association of 10 or fewer units may, by affirmative vote of a majority of the total voting interests, provide for different voting and election procedures in its bylaws, which may be by a proxy specifically delineating the different voting and election procedures. The different voting and election procedures may provide for elections to be conducted by limited or general proxy. Notwithstanding sub-subparagraph 4.a., an association operating a nonresidential condominium may provide for different voting and election procedures in its bylaws, or by an amendment to its bylaws, which may include alternative notice requirements and voting by limited or general proxy.

(f) Annual budget.—

1. The proposed annual budget of estimated revenues and expenses must be detailed and must show the amounts budgeted by

accounts and expense classifications, including, at a minimum, any applicable expenses listed in s. 718.504(21). The board shall adopt the annual budget at least 14 days before the start of the association's fiscal year. In the event that the board fails to timely adopt the annual budget a second time, it is deemed a minor violation and the prior year's budget shall continue in effect until a new budget is adopted. A multicondominium association must adopt a separate budget of common expenses for each condominium the association operates and must adopt a separate budget of common expenses for the association. In addition, if the association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements as provided for in s. 718.113(1), the budget or a schedule attached to it must show the amount budgeted for this maintenance. If, after turnover of control of the association to the unit owners, any of the expenses listed in s. 718.504(21) are not applicable, they do not need to be listed.

2.a. In addition to annual operating expenses, the budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts must include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and any other item that has a deferred maintenance expense or replacement cost that exceeds

$10,000. The amount to be reserved must be computed using a formula based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of the reserve item. In a budget adopted by an association that is required to obtain a structural integrity reserve study, reserves must be maintained for the items identified in paragraph (g) for which the association is responsible pursuant to the declaration of condominium, and the reserve amount for such items must be based on the findings and recommendations of the association's most recent structural integrity reserve study. With respect to items for which an estimate of useful life is not readily ascertainable or with an estimated remaining useful life of greater than 25 years, an association is not required to reserve replacement costs for such items, but an association must reserve the amount of deferred maintenance expense, if any, which is recommended by the structural integrity reserve study for such items. The association may adjust replacement reserve assessments annually to take into account an inflation adjustment and any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. The members of a unit-owner-controlled association may determine, by a majority vote of the total voting interests of the association, to provide no reserves or less reserves than required by this subsection. For a budget adopted on or after December 31, 2024, the members of a unit-owner-controlled

association that must obtain a structural integrity reserve study may not determine to provide no reserves or less reserves than required by this subsection for items listed in paragraph (g), except that members of an association operating a multicondominium may determine to provide no reserves or less reserves than required by this subsection if an alternative funding method has been approved by the division. If the local building official, as defined in s. 468.603, determines that the entire condominium building is uninhabitable due to a natural emergency, as defined in s. 252.34, the board, upon the approval of a majority of its members, may pause the contribution to its reserves or reduce reserve funding until the local building official determines that the condominium building is habitable. Any reserve account funds held by the association may be expended, pursuant to the board's determination, to make the condominium building and its structures habitable. Upon the determination by the local building official that the condominium building is habitable, the association must immediately resume contributing funds to its reserves.

b. Before turnover of control of an association by a developer to unit owners other than a developer under s. 718.301, the developer-controlled association may not vote to waive the reserves or reduce funding of the reserves. If a meeting of the unit owners has been called to determine whether to waive or reduce the funding of reserves and no such result is

achieved or a quorum is not attained, the reserves included in the budget shall go into effect. After the turnover, the developer may vote its voting interest to waive or reduce the funding of reserves.

c. For an annual budget adopted on or before December 31, 2027, the members of a unit-owner-controlled association may approve, by a majority vote of the total voting interests of the association, the provision of a secured line of credit for up to 35 percent of the amount of the reserves required to meet the reserve funding schedule recommended by a structural integrity reserve study with respect to items with an estimated remaining useful life of greater than 10 years.

3. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and may be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote of all the total voting interests of the association. Before turnover of control of an association by a developer to unit owners other than the developer pursuant to s. 718.301, the developer-controlled association may not vote to use reserves for purposes other than those for which they were intended. For a budget adopted on or after December 31, 2024, members of a unit-owner-controlled association that must obtain a structural integrity reserve study may not vote to use reserve funds, or any interest accruing thereon, for any other purpose other than the

replacement or deferred maintenance costs of the components listed in paragraph (g).

4. The only voting interests that are eligible to vote on questions that involve waiving or reducing the funding of reserves, or using existing reserve funds for purposes other than purposes for which the reserves were intended, are the voting interests of the units subject to assessment to fund the reserves in question. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended must contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.

5. An association's reserve accounts may be pooled for two or more required components. Reserve funding for components listed in paragraph (g) may only be pooled with other components listed in paragraph (g). The reserve funding indicated in the proposed annual budget must be sufficient to ensure that available funds meet or exceed projected expenses for all components in the reserve pool based on the most recent structural integrity reserve study.

(g) Structural integrity reserve study.—

1. A residential condominium association must have a structural integrity reserve study completed at least every 10 years after the condominium's creation for each building on the condominium property that is three stories or higher in height, as determined by the Florida Building Code, which includes, at a minimum, a study of the following items as related to the structural integrity and safety of the building:

a. Roof.

b. Structure, including load-bearing walls and other primary structural members and primary structural systems as those terms are defined in s. 627.706.

c. Fireproofing and fire protection systems.

d. Plumbing.

e. Electrical systems.

f. Waterproofing and exterior painting.

g. Windows and exterior doors.

h. Any other item that has a deferred maintenance expense or replacement cost that exceeds $10,000 and the failure to replace or maintain such item negatively affects the items listed in sub-subparagraphs a.-g., as determined by the visual inspection portion of the structural integrity reserve study.

2. A structural integrity reserve study is based on a visual inspection of the condominium property. A structural integrity reserve study may be performed by any person qualified to perform such study. However, the visual inspection portion of

the structural integrity reserve study must be performed or verified by an engineer licensed under chapter 471, an architect licensed under chapter 481, or a person certified as a reserve specialist or professional reserve analyst by the Community Associations Institute or the Association of Professional Reserve Analysts. It is a conflict of interest for any person who performs a structural integrity reserve study or a milestone inspection under s. 553.899 to provide or contract to provide services for the repair or replacement of the condominium property that was the subject of such structural integrity reserve study or milestone inspection, or to have a financial interest with the person or entity providing the repair or replacement services.

3. At a minimum, a structural integrity reserve study must identify each item of the condominium property being visually inspected, state the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of each item of the condominium property being visually inspected, and provide a reserve funding schedule with a recommended annual reserve amount that achieves the estimated replacement cost or deferred maintenance expense of each item of condominium property being visually inspected by the end of the estimated remaining useful life of the item. The structural integrity reserve study may recommend that reserves do not need to be maintained for any item for which an estimate of useful life and

an estimate of replacement cost cannot be determined, or the study may recommend a deferred maintenance expense amount for such item. The structural integrity reserve study may recommend that reserves for replacement costs do not need to be maintained for any item with an estimated remaining useful life of greater than 25 years, but the study may recommend a deferred maintenance expense amount for such item.

4. This paragraph does not apply to buildings less than three stories in height; single-family, two-family, ~~or~~ three-family, or four-family dwellings with three or fewer habitable stories above ground; any portion or component of a building that has not been submitted to the condominium form of ownership; or any portion or component of a building that is maintained by a party other than the association.

5. Before a developer turns over control of an association to unit owners other than the developer, the developer must have a turnover inspection report in compliance with s. 718.301(4)(p) and (q) for each building on the condominium property that is three stories or higher in height.

6. Associations existing on or before July 1, 2022, which are controlled by unit owners other than the developer, must have a structural integrity reserve study completed by December 31, 2024, for each building on the condominium property that is three stories or higher in height. An association that is required to complete a milestone inspection in accordance with

s. 553.899 on or before December 31, 2026, may complete the structural integrity reserve study simultaneously with the milestone inspection. In no event may the structural integrity reserve study be completed after December 31, 2026.

7. If the milestone inspection required by s. 553.899, or an inspection completed for a similar local requirement, was performed within the past 5 years and meets the requirements of this paragraph, such inspection may be used in place of the visual inspection portion of the structural integrity reserve study.

8. If the officers or directors of an association willfully and knowingly fail to complete a structural integrity reserve study pursuant to this paragraph, such failure is a breach of an officer's and director's fiduciary relationship to the unit owners under s. 718.111(1).

9. Within 45 days after receiving the structural integrity reserve study, the association must distribute a copy of the study to each unit owner or deliver to each unit owner a notice that the completed study is available for inspection and copying upon a written request. Distribution of a copy of the study or notice must be made by United States mail or personal delivery to the mailing address, property address, or any other address of the owner provided to fulfill the association's notice requirements under this chapter, or by electronic transmission to the e-mail address or facsimile number provided to fulfill

the association's notice requirements to unit owners who previously consented to receive notice by electronic transmission.

10. Within 45 days after receiving the structural integrity reserve study, the association must provide the division with a statement indicating that the study was completed and that the association provided or made available such study to each unit owner in accordance with this section. The statement must be provided to the division in the manner established by the division using a form posted on the division's website.

11. By October 1, 2025, the Department of Business and Professional Regulation shall initiate rulemaking to establish criteria for determining the estimated useful life of the building components identified in subparagraph 1.

(l) Recall of board members.—Subject to s. 718.301, any member of the board of administration may be recalled and removed from office with or without cause by ~~the vote or~~ agreement ~~in writing~~ by a majority of all the voting interests. A voting interest of the condominium may not be suspended when voting to recall a member of the board of administration and any prior suspension of voting rights pursuant to s. 718.303(5) shall have no effect on a recall vote ~~A special meeting of the unit owners to recall a member or members of the board of administration may be called by 10 percent of the voting~~

~~interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose~~.

~~1. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided in this paragraph. The board shall duly notice and hold a board meeting within 5 full business days after the adjournment of the unit owner meeting to recall one or more board members. Such member or members shall be recalled effective immediately upon conclusion of the board meeting, provided that the recall is facially valid. A recalled member must turn over to the board, within 10 full business days after the vote, any and all records and property of the association in their possession.~~

1.~~2.~~ ~~If~~ The ~~proposed~~ recall ~~is by an agreement in writing by a majority of all voting interests, the~~ agreement ~~in writing~~ or a copy thereof must ~~shall~~ be served on the association by registered ~~certified~~ mail or ~~by personal service~~ in the manner authorized by chapter 48 and the Florida Rules of Civil Procedure. Methods of service that are not authorized by chapter 48 and the Florida Rules of Civil Procedure are invalid and any service that does not comply with this paragraph is void. The board of administration shall duly notice and hold a meeting of

the board within 5 full business days after receipt of the agreement by valid service as authorized under this paragraph ~~in writing~~. Such member or members must ~~shall~~ be recalled effective immediately upon the conclusion of the board meeting, provided that the recall is facially valid and the agreement was validly served. A recalled member must turn over to the board, within 10 full business days, ~~any and~~ all records and property of the association in his or her ~~their~~ possession.

2. Rejection of a unit owner's recall agreement under this section applies when the recall agreement:

a. Was improperly served;

b. Was executed by a person who was not a unit's record owner or designated voter;

c. Was previously marked for the removal of any board member;

d. Does not contain any markings that indicate the selection by a unit owner to either remove or retain a board member; or

e. Does not contain the signature of the unit owner.

3. There is a rebuttable presumption that a unit owner executing the recall agreement is the designated voter for the unit. An association may not enforce a voting certificate requirement if the association has not enforced such requirement in all matters requiring the use of voting certificates in the year immediately preceding service of the recall agreement.

4. A rescission or revocation of a unit owner's recall agreement must be in writing and delivered to the association before the association is served with the written recall agreement. This subparagraph must be liberally construed to ensure a unit owner is not disenfranchised by an association in a recall and to prevent an association from failing to certify a recall agreement on a technical omission which is not a part in the discharge of the unit owner's voting rights.

5.~~3.~~ If the board fails to duly notice and hold a board meeting within 5 full business days after service of an agreement in writing or within 5 full business days after the adjournment of the unit owner recall meeting, the recall is deemed effective and the board members so recalled shall turn over to the board within 10 full business days after the vote ~~any and~~ all records and property of the association.

6.~~4.~~ If the board fails to duly notice and hold the required meeting or at the conclusion of the meeting determines that the recall is not facially valid, the unit owner representative may file a petition or circuit court action under s. 718.1255 challenging the board's failure to act or challenging the board's determination on facial validity. The petition or action must be filed within 45 ~~60~~ days after the expiration of the applicable 5-full-business-day period. The review of a petition or action under this subparagraph is limited to the sufficiency of service on the board and the

facial validity of the written agreement or ballots filed. The association must be named as the respondent.

7.~~5.~~ If a vacancy occurs on the board as a result of a recall or removal and less than a majority of the board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary contained in this subsection. If vacancies occur on the board as a result of a recall and a majority or more of the board members are removed, the vacancies must ~~shall~~ be filled in accordance with procedural rules to be adopted by the division, which rules need not be consistent with this subsection. The rules must provide procedures governing the conduct of the recall election as well as the operation of the association during the period after a recall but before the recall election.

8.~~6.~~ A board member who has been recalled may file a petition or court action under s. 718.1255 challenging the validity of the recall. The petition or action must be filed within 45 ~~60~~ days after the recall. The association and the unit owner representative must ~~shall~~ be named as the respondents. The petition or action may challenge the facial validity of the written agreement or ballots filed or the substantial compliance with the procedural requirements for the recall. If the arbitrator or court determines the recall was invalid, the petitioning board member must ~~shall~~ immediately be reinstated

and the recall is null and void. A board member who is successful in challenging a recall is entitled to recover reasonable attorney fees and costs from the respondents. The arbitrator or court may award reasonable attorney fees and costs to the respondents if they prevail, if the arbitrator or court makes a finding that the petitioner's claim is frivolous.

9.~~7.~~ The division or a court of competent jurisdiction may not accept for filing a recall petition or court action, whether filed under subparagraph 1., ~~subparagraph 2., subparagraph 4., or~~ subparagraph 6., or subparagraph 8., when there are 45 ~~60~~ or fewer days until the scheduled reelection of the board member sought to be recalled or when 45 ~~60~~ or fewer days have elapsed since the election of the board member sought to be recalled.

(m) Alternative dispute resolution.—There must be a provision for alternative dispute resolution as provided for in s. 718.1255 for any residential condominium.

(p) Director or officer delinquencies.—A director or officer more than 90 days delinquent in the payment of any monetary obligation due the association is ~~shall be~~ deemed to have abandoned the office, creating a vacancy in the office to be filled according to law. For the purpose of this paragraph, a director or an officer is delinquent if a payment is not made by the due date as specifically identified in the declarations, bylaws, or articles of incorporation. If a due date is not specifically identified in the declaration, bylaws, or articles

of incorporation, the due date is the first day of the assessment period.

Section 5. Paragraphs (d) and (e) of subsection (5) of section 718.113, Florida Statutes, are amended to read:

718.113 Maintenance; limitation upon improvement; display of flag; hurricane protection; display of religious decorations.—

(5) To protect the health, safety, and welfare of the people of the state and to ensure uniformity and consistency in the hurricane protections installed by condominium associations and unit owners, this subsection applies to all residential and mixed-use condominiums in the state, regardless of when the condominium is created pursuant to the declaration of condominium. Each board of administration of a residential condominium or mixed-use condominium must adopt hurricane protection specifications for each building within each condominium operated by the association which may include color, style, and other factors deemed relevant by the board. All specifications adopted by the board must comply with the applicable building code. The installation, maintenance, repair, replacement, and operation of hurricane protection in accordance with this subsection is not considered a material alteration or substantial addition to the common elements or association property within the meaning of this section.

(d) Unless otherwise provided in the declaration as

originally recorded, or as amended, a unit owner is not responsible for the cost of any removal or reinstallation of hurricane protection, including exterior windows, doors, or other apertures, if its removal is necessary for the maintenance, repair, or replacement of other condominium property or association property for which the association is responsible. The board shall determine if the removal or reinstallation of hurricane protection must be completed by the unit owner or the association if the declaration as originally recorded, or as amended, does not specify who is responsible for such costs. If such removal or reinstallation is completed by the association, the costs incurred by the association may not be charged to the unit owner. If such removal or reinstallation is completed by the unit owner, the association must reimburse the unit owner for the cost of the removal or reinstallation or the association must apply a credit toward future assessments in the amount of the unit owner's cost to remove or reinstall the hurricane protection.

~~(e) If the removal or reinstallation of hurricane protection, including exterior windows, doors, or other apertures, is the responsibility of the unit owner and the association completes such removal or reinstallation and then charges the unit owner for such removal or reinstallation, such charges are enforceable as an assessment and may be collected in the manner provided under s. 718.116.~~

Section 6. Subsection (10) of section 718.116, Florida Statutes, is amended to read:

718.116 Assessments; liability; lien and priority; interest; collection.—

(10)(a) The specific purpose or purposes of any special assessment, including any contingent special assessment levied in conjunction with the purchase of an insurance policy authorized by s. 718.111(11), approved in accordance with the condominium documents shall be set forth in a written notice of such assessment sent or delivered to each unit owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the board, either be returned to the unit owners or applied as a credit toward future assessments.

(b) The Legislature finds that:

1. In some circumstances, the declaration, articles of incorporation, or bylaws of an association restrict the authority of the board of administration to levy special assessments without first obtaining the approval of the membership, which may preclude an association from obtaining immediate funding to carry out its obligations to perform necessary maintenance, repair, or replacement of the condominium property as required by the milestone inspection report and

structural integrity reserve study report in order to protect the health and safety of the unit owners and tenants of the property.

2. It is contrary to the public policy of this state to limit the ability of an association to obtain the funds needed to perform necessary maintenance, repair, or replacement of the condominium property as required by the milestone inspection report and structural integrity reserve study report in order to protect the unit owners and tenants of the property.

3. Authorizing the board of administration of an association to meet its fiduciary duty and levy special assessments to fund necessary maintenance, repair, or replacement of the condominium property as required by the milestone inspection report and structural integrity reserve study report in order to protect the health and safety of the unit owners and tenants of the property is in the public interest; that requiring an association to obtain membership approval endangers the public safety; and that there is a compelling state interest in enabling the board of administration of an association to levy special assessments to perform necessary maintenance, repair, or replacement of the condominium property as required by the milestone inspection report and structural integrity reserve study report without the approval of the membership in order to protect the health and safety of the unit owners and tenants of the property.

(c) Notwithstanding any provision to the contrary contained in an association's declaration, articles of incorporation, or bylaws, the board of administration of an association may levy special assessments to perform necessary maintenance, repair, or replacement of the condominium property as required by the milestone inspection report and structural integrity reserve study report without the approval of the membership in order to protect the health and safety of the unit owners and tenants of the property.

(d) Paragraph (c) applies to all condominiums in existence on or after July 1, 2025, which are not subject to control of the developer as defined in s. 718.103 or a bulk assignee or bulk buyer, as those terms are defined in s. 718.703.

Section 7. Paragraph (a) of subsection (2) and subsections (3), (4), and (16) of section 718.117, Florida Statutes, are amended to read:

718.117 Termination of condominium.—

(2) TERMINATION BECAUSE OF ECONOMIC WASTE OR IMPOSSIBILITY.—

(a) Notwithstanding any provision in the declaration, the condominium form of ownership of a property may be terminated by a plan of termination approved by the lesser of the lowest percentage of voting interests necessary to amend the declaration or as otherwise provided in the declaration for approval of termination if:

1. The total estimated cost of construction, replacement, or repairs necessary to construct or replace the intended improvements or restore the improvements to bring them into compliance with the most recent version of the Florida Building Code or to ~~their former condition or~~ bring them into compliance with applicable laws or regulations, plus the combined estimated fair market value of the units in the condominium before commencement of the construction, replacement, or repairs, exceeds the combined estimated fair market value of the units in the condominium after completion of the construction, replacement, or repairs. However, if at least 50 percent of the total voting interests are owned by a bulk owner, as defined in paragraph (3)(c), termination of the condominium under this subsection requires the approval of at least 80 percent of all the voting interests in the condominium; or

2. It becomes impossible to operate or reconstruct a condominium to its prior physical configuration because of land use laws or regulations.

(3) OPTIONAL TERMINATION.—Subject to this subsection, the condominium form of ownership may be terminated for all or a portion of the condominium property pursuant to a plan of termination ~~meeting the requirements of this section and approved by the division. Before a residential association submits a plan to the division, the plan must be~~ approved by at least 80 percent of the total voting interests in ~~of~~ the

condominium. ~~However, if 5 percent or more of the total voting interests of the condominium have rejected the plan of termination by negative vote or by providing written objections, the plan of termination may not proceed.~~

(a) The termination of the condominium form of ownership is subject to the following conditions:

1. The total voting interests of the condominium must include all voting interests for the purpose of considering a plan of termination. A voting interest of the condominium may not be suspended for any reason when voting on termination pursuant to this subsection.

2. If 5 percent or more of the total voting interests of the condominium have rejected ~~reject~~ a plan of termination by a negative vote or by providing written objections, the plan of termination may not proceed and a subsequent plan of termination under ~~pursuant to~~ this subsection may not be considered for 24 months after the date of the rejection.

(b) This subsection does not apply to any condominium created pursuant to Part VI of this chapter until 5 years after the recording of the declaration of condominium, unless there is no objection to the plan of termination.

(c) The requirements of this paragraph apply to residential condominiums. For purposes of this paragraph ~~subsection~~, the term "bulk owner" means the single holder of such voting interests or an owner together with a related entity

or entities that would be considered an insider, as defined in s. 726.102, holding such voting interests. If ~~the condominium association is a residential association proposed for termination pursuant to this section and~~, at the time of recording the plan of termination, at least 80 percent of the total voting interests of the condominium are owned by a bulk owner, the plan of termination is subject to the following conditions and limitations:

1. If the former condominium units are offered for lease to the public after the termination, each unit owner in occupancy immediately before the date of recording of the plan of termination may lease his or her former unit and remain in possession of the unit for 12 months after the effective date of the termination on the same terms as similar unit types within the property are being offered to the public. In order to obtain a lease and exercise the right to retain exclusive possession of the unit owner's former unit, the unit owner must make a written request to the termination trustee to rent the former unit within 90 days after the date the plan of termination is recorded. Any unit owner who fails to timely make such written request and sign a lease within 15 days after being presented with a lease is deemed to have waived his or her right to retain possession of his or her former unit and shall be required to vacate the former unit upon the effective date of the termination, unless otherwise provided in the plan of

termination.

2. Any former unit owner whose unit was granted homestead exemption status by the applicable county property appraiser as of the date of the recording of the plan of termination shall be paid a relocation payment in an amount equal to 1 percent of the termination proceeds allocated to the owner's former unit. Any relocation payment payable under this subparagraph shall be paid by the single entity or related entities owning at least 80 percent of the total voting interests. Such relocation payment shall be in addition to the termination proceeds for such owner's former unit and shall be paid no later than 10 days after the former unit owner vacates his or her former unit.

3. For their respective units, all unit owners other than the bulk owner must be compensated at least 100 percent of the fair market value of their units. The fair market value shall be determined as of a date that is no earlier than 90 days before the date that the plan of termination is recorded and shall be determined by an independent appraiser selected by the termination trustee. For a person whose unit was granted homestead exemption status by the applicable county property appraiser, or was an owner-occupied operating business, as of the date that the plan of termination is recorded and who is current in payment of both assessments and other monetary obligations to the association as of the date the plan of termination is recorded, the fair market value shall be at least

the original purchase price paid for the unit. For purposes of this subparagraph, the term "fair market value" means the price of a unit that a seller is willing to accept and a buyer is willing to pay on the open market in an arms-length transaction based on similar units sold in other condominiums, including units sold in bulk purchases but excluding units sold at wholesale or distressed prices. The purchase price of units acquired in bulk following a bankruptcy or foreclosure shall not be considered for purposes of determining fair market value.

4. The plan of termination must provide for payment of a first mortgage encumbering a unit to the extent necessary to satisfy the lien, but the payment may not exceed the unit's share of the proceeds of termination under the plan. If the unit owner is current in payment of both assessments and other monetary obligations to the association and any mortgage encumbering the unit as of the date the plan of termination is recorded, the receipt by the holder of the unit's share of the proceeds of termination under the plan or the outstanding balance of the mortgage, whichever is less, shall be deemed to have satisfied the first mortgage in full.

5. Before a plan of termination is presented to the unit owners for consideration pursuant to this paragraph, the plan must include the following written disclosures in a sworn statement:

a. The identity of any person or entity that owns or

controls 25 percent or more of the units in the condominium and, if the units are owned by an artificial entity or entities, a disclosure of the natural person or persons who, directly or indirectly, manage or control the entity or entities and the natural person or persons who, directly or indirectly, own or control 10 percent or more of the artificial entity or entities that constitute the bulk owner.

b. The units acquired by any bulk owner, the date each unit was acquired, and the total amount of compensation paid to each prior unit owner by the bulk owner, regardless of whether attributed to the purchase price of the unit.

c. The relationship of any board member to the bulk owner or any person or entity affiliated with the bulk owner subject to disclosure pursuant to this subparagraph.

d. The factual circumstances that show that the plan complies with the requirements of this section and that the plan supports the expressed public policies of this section.

(d) If the members of the board of administration are elected by the bulk owner, unit owners other than the bulk owner may elect at least one-third of the members of the board of administration before the approval of any plan of termination.

(e) Termination must be approved by the division after a plan of termination receives the requisite approval from the unit owners. The division shall examine the plan of termination to determine its procedural sufficiency and, within 45 days

after receipt of the initial filing, the division shall notify the association by mail of any procedural deficiencies or that the filing is accepted. If the notice is not given within 45 days after the receipt of the filing, the plan of termination is presumed to be accepted. If the division determines that the conditions required by this section have been met and that the plan complies with the procedural requirements of this section, the division shall authorize the termination, and the termination may proceed pursuant to this section.

(f) Subsection (2) does not apply to optional termination pursuant to this subsection.

(4) EXEMPTION.—A plan of termination is not an amendment subject to s. 718.110(4). In a partial termination, a plan of termination is not an amendment subject to s. 718.110(4) if the ownership share of the common elements of a surviving unit in the condominium remains in the same proportion to the surviving units as it was before the partial termination. Notwithstanding any provision in the declaration to the contrary, the association may amend the declaration of condominium for the purpose of incorporating this section by the lesser of the lowest percentage of voting interests necessary to amend the declaration or as otherwise provided in the declaration, whichever is less.

(16) RIGHT TO CONTEST.—A unit owner or lienor may contest a plan of termination by initiating a petition in accordance

with s. 718.1255 within 90 days after the date the plan is recorded. A unit owner or lienor may only contest the fairness and reasonableness of the apportionment of the proceeds from the sale among the unit owners;~~,~~ that the liens of the first mortgages of unit owners other than the bulk owner have not or will not be satisfied to the extent required by subsection (3); that the combined estimated fair market value of the units in the condominium after completion of the construction, replacement, or repairs contemplated by subparagraph (2)(a)1. exceeds the estimated value of the units before the construction, replacement, or repairs plus the cost of the construction, replacement, or repairs;~~,~~ or that the required vote to approve the plan was not obtained. A unit owner or lienor who does not contest the plan within the 90-day period is barred from asserting or prosecuting a claim against the association, the termination trustee, any unit owner, or any successor in interest to the condominium property. In an action contesting a plan of termination, the person contesting the plan has the burden of pleading and proving that the apportionment of the proceeds from the sale among the unit owners was not fair and reasonable or that the required vote was not obtained. The apportionment of sale proceeds is presumed fair and reasonable if it was determined pursuant to the methods prescribed in subsection (12). If the petition is filed with the division for arbitration, the arbitrator shall determine the rights and

interests of the parties in the apportionment of the sale proceeds. If the arbitrator determines that the apportionment of sales proceeds is not fair and reasonable, the arbitrator may void the plan or may modify the plan to apportion the proceeds in a fair and reasonable manner pursuant to this section based upon the proceedings and order the modified plan of termination to be implemented. If the arbitrator determines that the plan was not properly approved, or that the procedures to adopt the plan were not properly followed, the arbitrator may void the plan or grant other relief it deems just and proper. The arbitrator shall automatically void the plan upon a finding that any of the disclosures required in subparagraph (3)(c)5. are omitted, misleading, incomplete, or inaccurate. Any challenge to a plan, other than a challenge that the required vote was not obtained, does not affect title to the condominium property or the vesting of the condominium property in the trustee, but shall only be a claim against the proceeds of the plan. In any such action, the prevailing party shall recover reasonable attorney fees and costs.

Section 8. Subsection (7) of section 718.1255, Florida Statutes, is renumbered as subsection (9), paragraph (a) of subsection (4) and subsection (6) are amended, and new subsections (7) and (8) are added to that section, to read:

718.1255 Alternative dispute resolution; mediation; nonbinding arbitration; applicability.—

(4) NONBINDING ARBITRATION AND MEDIATION OF DISPUTES.—The Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation may employ full-time attorneys to act as arbitrators to conduct the arbitration hearings provided by this chapter. The division may also certify attorneys who are not employed by the division to act as arbitrators to conduct the arbitration hearings provided by this chapter. A person may not be employed by the department as a full-time arbitrator unless he or she is a member in good standing of The Florida Bar. A person may only be certified by the division to act as an arbitrator if he or she has been a member in good standing of The Florida Bar for at least 5 years and has mediated or arbitrated at least 10 disputes involving condominiums in this state during the 3 years immediately preceding the date of application, mediated or arbitrated at least 30 disputes in any subject area in this state during the 3 years immediately preceding the date of application, or attained board certification in real estate law or condominium and planned development law from The Florida Bar. Arbitrator certification is valid for 1 year. An arbitrator who does not maintain the minimum qualifications for initial certification may not have his or her certification renewed. The department may not enter into a legal services contract for an arbitration hearing under this chapter with an attorney who is not a certified arbitrator unless a certified arbitrator is not

available within 50 miles of the dispute. The department shall adopt rules of procedure to govern such arbitration hearings including mediation incident thereto. The decision of an arbitrator is final; however, a decision is not deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo unless the parties have agreed that the arbitration is binding. If judicial proceedings are initiated, the final decision of the arbitrator is admissible in evidence in the trial de novo.

(a) Before the institution of court litigation, a party to a dispute, other than an election or recall dispute, shall either petition the division for nonbinding arbitration or initiate presuit mediation as provided in subsection (5). In an election or recall dispute that is arbitrated by the division, the arbitration decision is binding on the parties unless removed pursuant to subsection (7). For all other disputes, arbitration is binding on the parties if all parties in arbitration agree to be bound in a writing filed in arbitration. The petition must be accompanied by a filing fee in the amount of $50. Filing fees collected under this section must be used to defray the expenses of the alternative dispute resolution program.

(6) DISPUTES INVOLVING ELECTION IRREGULARITIES OR RECALL OF A DIRECTOR.—Every arbitration petition received by the division and required to be filed under this section challenging

the legality of the election of any director of the board of administration or the recall of any director of the board of administration must be handled on an expedited basis in the manner provided by the division's rules for recall arbitration disputes. If a challenge to an election or recall dispute is filed in circuit court, the challenge must be brought in equity as a summary proceeding pursuant to s. 51.011. The party filing the action may request the court to issue a temporary injunction to stay an upcoming election while the action is pending. The court must set an immediate hearing when an action is filed pursuant to this subsection. The court may limit the time for taking testimony based on the circumstances of the matter and the proximity of the date on which a succeeding election is scheduled, if applicable. An action filed pursuant to this subsection must be tried without a jury. The prevailing party in an action filed pursuant to this subsection shall recover reasonable attorney fees and costs.

(7) REMOVAL OF ELECTION AND RECALL ARBITRATION ACTIONS.—

(a) A unit owner, a recall representative, or an association may remove a petition for arbitration for an election or a recall dispute within 10 days after service of such petition by filing a notice of removal and complaint in the circuit court for the county in which the association is located. The failure to timely file a notice of removal and complaint bars the parties from seeking a trial de novo or

otherwise filing an action in circuit court and the arbitration ruling by the division is final and binding on the parties.

(b) A notice of removal and complaint, as well as a copy of all process, pleadings, and orders served in an action, must be signed pursuant to the Florida Rules of Civil Procedure. The party that does not seek the removal of the arbitration decision does not need to consent to the filing of a notice of removal and complaint. The party filing the notice of removal and complaint must simultaneously serve written notice to all parties and file a copy of such written notice with the division, which ceases any further action on the matter. The party filing the notice of removal and complaint must pay all applicable filing fees within 5 days after filing the notice of removal and complaint. An action or counterclaim filed after the filing of the notice of removal and complaint must be brought in equity as a summary proceeding pursuant to s. 51.011. The party filing the action may request the court to issue a temporary injunction to stay an upcoming election while the action is pending. The court must set an immediate hearing when an action is filed pursuant to this paragraph. The court may limit the time for taking testimony based on the circumstances of the matter and the proximity of the date on which a succeeding election is scheduled, if applicable. An action filed pursuant to this paragraph must be tried without a jury. Pursuant to subsection (8), reasonable attorney fees and costs may be

awarded in disputes brought under this subsection.

(8) ATTORNEY FEES AND COSTS FOR DISPUTES INVOLVING A RECALL OF DIRECTORS.—If the division or a court of this state renders a judgment or decree against an association and in favor of the unit owner, the division, trial court, or, in the event of an appeal in which the unit owner prevails, the appellate court shall order the association to pay all costs incurred by the unit owner in the action and the unit owner's reasonable attorney fees. The division or court may award such costs and attorney fees in the judgment or decree rendered in the action or such costs and attorney fees may be included in a separate judgment or decree. Costs and attorney fees may not be recovered in any action involving the recall of directors except as provided in this subsection or if awarded as a sanction under s. 57.105.

Section 9. Subsection (6) of section 718.128, Florida Statutes, is renumbered as subsection (8), subsection (4) is amended, and new subsections (6) and (7) are added to that section, to read:

718.128 Electronic voting.—The association may conduct elections and other unit owner votes through an Internet-based online voting system if a unit owner consents, electronically or in writing, to online voting and if the following requirements are met:

(4) This section applies to an association that provides

for and authorizes an online voting system pursuant to this section by a board resolution. If the board authorizes online voting, the board must honor a unit owner's request to vote electronically at all subsequent elections, unless such unit owner opts out of online voting. The board resolution must provide that unit owners receive notice of the opportunity to vote through an online voting system, must establish reasonable procedures and deadlines for unit owners to consent, electronically or in writing, to online voting, and must establish reasonable procedures and deadlines for unit owners to opt out of online voting after giving consent. ~~Written notice of a meeting at which the resolution will be considered must be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property or association property at least 14 days before the meeting. Evidence of compliance with the 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the association.~~

(6) If at least 25 percent of the voting interests of a condominium petition the board to adopt a resolution for electronic voting for the next scheduled election, the board must hold a meeting within 21 days after receipt of the petition to adopt such resolution. The board must receive the petition within 180 days after the date of the last scheduled annual meeting.

(7)(a) Unless the association has adopted electronic voting in accordance with subsections (1)-(6), the association must designate an e-mail address for receipt of electronically transmitted ballots. Electronically transmitted ballots must meet all the requirements of this subsection.

(b) A unit owner may electronically transmit a ballot to the e-mail address designated by the association without complying with s. 718.112(2)(d)2. or the rules providing for the secrecy of ballots adopted by the division. The association must count completed ballots that are electronically transmitted to the designated e-mail address, provided the completed ballot complies with the requirements of this subsection.

(c) A ballot that is electronically transmitted to the association must include all of the following:

1. A space for the unit owner to type in his or her unit number.

2. A space for the unit owner to type in his or her first and last name, which also functions as the signature of the unit owner for purposes of signing the ballot.

3. The following statement in capitalized letters and in a font size larger than any other font size used in the e-mail from the association to the unit owner:

WAIVING THE SECRECY OF YOUR BALLOT IS YOUR CHOICE. YOU DO NOT HAVE TO WAIVE THE SECRECY OF YOUR BALLOT IN ORDER TO

VOTE. BY TRANSMITTING YOUR COMPLETED BALLOT THROUGH E-MAIL TO THE ASSOCIATION, YOU WAIVE YOUR SECRECY OF YOUR COMPLETED BALLOT. IF YOU DO NOT WISH TO WAIVE YOUR SECRECY BUT WISH TO PARTICIPATE IN THE VOTE THAT IS THE SUBJECT OF THIS BALLOT, PLEASE ATTEND THE IN-PERSON MEETING DURING WHICH THE MATTER WILL BE VOTED ON.

(d) A unit owner must transmit his or her completed ballot to the e-mail address designated by the association no later than the scheduled date and time of the meeting during which the matter is being voted on.

(e) There is a rebuttable presumption that an association has reviewed all folders associated with the e-mail address designated by the association to receive ballots if a board member, an officer, or an agent of the association, or a manager licensed under part VIII of chapter 468, provides a sworn affidavit attesting to such review.

Section 10. Subsection (7) of section 718.203, Florida Statutes, is amended to read:

718.203 Warranties.—

(7) ~~Residential~~ Condominiums may be covered by an insured warranty program underwritten by a licensed insurance company registered in this state, provided that such warranty program meets the minimum requirements of this chapter; to the degree that such warranty program does not meet the minimum

requirements of this chapter, such requirements shall apply.

Section 11. Subsection (1) of section 718.301, Florida Statutes, is amended to read:

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

(1) If 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 are entitled to elect at least one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect at least a majority of the members of the board of administration of an association, upon the first to occur of any of the following events:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to

purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business;

(e) When the developer files a petition seeking protection in bankruptcy;

(f) When a receiver for the developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the association or its members; or

(g) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after the

date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.

The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. After the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration. Beginning July 1, 2025, paragraphs (a), (c), (d), and (g) do not apply to nonresidential condominiums comprised of 10 or fewer units.

Section 12. Paragraphs (a) and (b) of subsection (1) of section 718.302, Florida Statutes, are amended to read:

718.302 Agreements entered into by the association.—

(1) Any grant or reservation made by a declaration, lease, or other document, and any contract made by an association prior to assumption of control of the association by unit owners other

than the developer, that provides for operation, maintenance, or management of a condominium association or property serving the unit owners of a condominium shall be fair and reasonable, and such grant, reservation, or contract may be canceled by unit owners other than the developer:

(a) If the association operates only one condominium and the unit owners other than the developer have assumed control of the association, or if unit owners other than the developer own at least ~~not less than~~ 75 percent of the voting interests in the condominium or 90 percent of the voting interests if the condominium is a nonresidential condominium consisting of 10 or fewer units, the cancellation must ~~shall~~ be by concurrence of the owners of at least ~~not less than~~ 75 percent of the voting interests other than the voting interests owned by the developer. If a grant, reservation, or contract is so canceled and the unit owners other than the developer have not assumed control of the association, the association must ~~shall~~ make a new contract or otherwise provide for maintenance, management, or operation in lieu of the canceled obligation, at the direction of the owners of not less than a majority of the voting interests in the condominium other than the voting interests owned by the developer.

(b) If the association operates more than one condominium and the unit owners other than the developer have not assumed control of the association, and if unit owners other than the

developer own at least 75 percent of the voting interests in the condominiums ~~a condominium~~ operated by the association or, beginning July 1, 2025, 90 percent of the voting interests if the condominium is a nonresidential condominium consisting of 10 or fewer units, any grant, reservation, or contract for maintenance, management, or operation of buildings containing the units in that condominium or of improvements used only by unit owners of that condominium may be canceled by concurrence of the owners of at least 75 percent, or 90 percent if the condominium is a nonresidential condominium consisting of 10 or fewer units, of the voting interests in the condominium other than the voting interests owned by the developer. A ~~No~~ grant, reservation, or contract for maintenance, management, or operation of recreational areas or any other property serving more than one condominium, and operated by more than one association, may not be canceled except pursuant to paragraph (d).

Section 13. Subsection (4) of section 718.407, Florida Statutes, is amended to read:

718.407 Condominiums created within a portion of a building or within a multiple parcel building.—

(4)(a) The association of a condominium subject to this section may inspect and copy the books and records upon which the costs for maintaining and operating the shared facilities are based, and must ~~to~~ receive an annual budget with respect to

such costs.

(b) Within 60 days after the end of each fiscal year, a complete financial report of all costs for maintaining and operating the shared facilities must be provided to the association. Such report must include copies of all receipts and invoices.

(c) Within 60 days after receipt of the financial report, the association may challenge any apportionment of costs for the maintenance and operation of the shared facilities. A challenge under this paragraph is governed by s. 720.311.

Section 14. Paragraph (d) of subsection (1) and paragraphs (d) and (e) of subsection (2) of section 718.503, Florida Statutes, are amended to read:

718.503 Developer disclosure prior to sale; nondeveloper unit owner disclosure prior to sale; voidability.—

(1) DEVELOPER DISCLOSURE.—

(d) Milestone inspection, turnover inspection report, or structural integrity reserve study.—If the association is required to have completed a milestone inspection as described in s. 553.899, a turnover inspection report for a turnover inspection performed on or after July 1, 2023, or a structural integrity reserve study, and the association has not completed the milestone inspection, the turnover inspection report, or the structural integrity reserve study, each contract entered into after December 31, 2024, for the sale of a residential unit

shall contain in conspicuous type a statement indicating that the association is required to have a milestone inspection, a turnover inspection report, or a structural integrity reserve study and has not completed such inspection, report, or study, as appropriate. If the association is not required to have a milestone inspection as described in s. 553.899 or a structural integrity reserve study, each contract entered into after December 31, 2024, for the sale of a residential unit shall contain in conspicuous type a statement indicating that the association is not required to have a milestone inspection or a structural integrity reserve study, as appropriate. If the association has completed a milestone inspection as described in s. 553.899, a turnover inspection report for a turnover inspection performed on or after July 1, 2023, or a structural integrity reserve study, each contract entered into after December 31, 2024, for the sale of a residential unit shall contain in conspicuous type:

1. A clause which states: 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 ~~718.103(26)~~ AND

718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE, MORE THAN 15 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT; or ~~and~~

2. A clause which states: THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 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 ~~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 15 DAYS, EXCLUDING SATURDAYS, 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 ~~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.

A contract that does not conform to the requirements of this paragraph is voidable at the option of the purchaser prior to closing.

(2) NONDEVELOPER DISCLOSURE.—

(d) Each contract entered into after July 1, 1992, for the resale of a residential unit shall contain in conspicuous type either:

1. A clause which states: THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE 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 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT; or

2. A clause which states: THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 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 3 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 ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET ~~YEAR-END FINANCIAL INFORMATION~~ AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

A contract that does not conform to the requirements of this paragraph is voidable at the option of the purchaser before ~~prior to~~ closing.

(e) If the association is required to have completed a milestone inspection as described in s. 553.899, a turnover inspection report for a turnover inspection performed on or after July 1, 2023, or a structural integrity reserve study, and the association has not completed the milestone inspection, the turnover inspection report, or the structural integrity reserve study, each contract entered into after December 31, 2024, for the sale of a residential unit shall contain in conspicuous type a statement indicating that the association is required to have a milestone inspection, a turnover inspection report, or a

structural integrity reserve study and has not completed such inspection, report, or study, as appropriate. If the association is not required to have a milestone inspection as described in s. 553.899 or a structural integrity reserve study, each contract entered into after December 31, 2024, for the sale of a residential unit shall contain in conspicuous type a statement indicating that the association is not required to have a milestone inspection or a structural integrity reserve study, as appropriate. If the association has completed a milestone inspection as described in s. 553.899, a turnover inspection report for a turnover inspection performed on or after July 1, 2023, or a structural integrity reserve study, each contract entered into after December 31, 2024, for the resale of a residential unit shall contain in conspicuous type:

1. A clause which states: 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 ~~718.103(26)~~ AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE, MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT; or ~~and~~

2. A clause which states: THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 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 ~~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 3 DAYS, EXCLUDING SATURDAYS, 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 ~~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.

A contract that does not conform to the requirements of this paragraph is voidable at the option of the purchaser before ~~prior to~~ closing.

Section 15. Section 31 of chapter 2024-244, 2024 Laws of Florida, is amended to read:

Section 31. The amendments made to ss. 718.103(14) and 718.202(3) and s. 718.407(1), (2), and (6), Florida Statutes, as created by this act, are intended to clarify existing law and shall apply retroactively. However, such amendments do not revive or reinstate any right or interest in a matter pending adjudication ~~that has been fully and finally adjudicated as invalid~~ before October 1, 2024.

Section 16. This act shall take effect July 1, 2025.

HOUSING, AGRICULTURE, AND TOURISM SUBCOMMITTEE

HB 913 by Rep. Lopez, V.
Relating to Condominium Associations

AMENDMENT SUMMARY
March 11, 2025

Amendment 1 by Rep. Lopez, V. (Line 635): The amendment requires an association to post on its website the adopted minutes of all meetings of the association for the preceding 7 years. This change will not go into effect until January 1, 2026.

Amendment 2 by Rep. Lopez, V. (Line 1285): The amendment allows a board to pause contributions to its reserves, without obtaining the prior approval of a majority of its members, if a local building official determines that a condominium building is uninhabitable.

Amendment 3 by Rep. Lopez, V. (Line 2460): The amendment clarifies that certain amendments that were made to Florida's Condominium Act in 2024 do not retroactively apply to any right or interest in a matter pending adjudication before October 1, 2024.

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	__	(Y/N)
ADOPTED AS AMENDED	__	(Y/N)
ADOPTED W/O OBJECTION	__	(Y/N)
FAILED TO ADOPT	__	(Y/N)
WITHDRAWN	__	(Y/N)
OTHER	_____	

Committee/Subcommittee hearing bill: Housing, Agriculture & Tourism Subcommittee
Representative Lopez, V. offered the following:

Amendment (with title amendment)

Between lines 813 and 814, insert:

Section 4. Effective January 1, 2026, paragraph (g) of subsection (12) of section 718.111, Florida Statutes, as amended by section 8 of 2024-244, Laws of Florida, is amended to read:

(12) OFFIICAL RECORDS.—

(g)1. An association managing a condominium with 25 or more units which does not contain timeshare units shall post digital copies of the documents specified in subparagraph 2. on its website or make such documents available through an application that can be downloaded on a mobile device.

a. The association's website or application must be:

(I) An independent website, application, or web portal wholly owned and operated by the association; or

(II) A website, application, or web portal operated by a third-party provider with whom the association owns, leases, rents, or otherwise obtains the right to operate a web page, subpage, web portal, collection of subpages or web portals, or an application which is dedicated to the association's activities and on which required notices, records, and documents may be posted or made available by the association.

b. The association's website or application must be accessible through the Internet and must contain a subpage, web portal, or other protected electronic location that is inaccessible to the general public and accessible only to unit owners and employees of the association.

c. Upon a unit owner's written request, the association must provide the unit owner with a username and password and access to the protected sections of the association's website or application which contain any notices, records, or documents that must be electronically provided.

2. A current copy of the following documents must be posted in digital format on the association's website or application:

a. The recorded declaration of condominium of each condominium operated by the association and each amendment to each declaration.

b. The recorded bylaws of the association and each amendment to the bylaws.

c. The articles of incorporation of the association, or other documents creating the association, and each amendment to the articles of incorporation or other documents. The copy posted pursuant to this sub-subparagraph must be a copy of the articles of incorporation filed with the Department of State.

d. The rules of the association.

e. The adopted minutes of all meetings of the association, the board of administration, and the unit owners over the preceding 7 years.

f.~~e.~~ A list of all executory contracts or documents to which the association is a party or under which the association or the unit owners have an obligation or responsibility and, after bidding for the related materials, equipment, or services has closed, a list of bids received by the association within the past year. Summaries of bids for materials, equipment, or services which exceed $500 must be maintained on the website or application for 1 year. In lieu of summaries, complete copies of the bids may be posted.

g.~~f.~~ The annual budget required by s. 718.112(2)(f) and any proposed budget to be considered at the annual meeting.

h.~~g.~~ The financial report required by subsection (13) and any monthly income or expense statement to be considered at a meeting.

i.~~h.~~ The certification of each director required by s. 718.112(2)(d)4.b.

j.~~i.~~ All contracts or transactions between the association and any director, officer, corporation, firm, or association that is not an affiliated condominium association or any other entity in which an association director is also a director or officer and financially interested.

k.~~j.~~ Any contract or document regarding a conflict of interest or possible conflict of interest as provided in ss. 468.4335, 468.436(2)(b)6., and 718.3027(3).

l.~~k.~~ The notice of any unit owner meeting and the agenda for the meeting, as required by s. 718.112(2)(d)3., no later than 14 days before the meeting. The notice must be posted in plain view on the front page of the website or application, or on a separate subpage of the website or application labeled "Notices" which is conspicuously visible and linked from the front page. The association must also post on its website or application any document to be considered and voted on by the owners during the meeting or any document listed on the agenda at least 7 days before the meeting at which the document or the information within the document will be considered.

m.~~l.~~ Notice of any board meeting, the agenda, and any other document required for the meeting as required by s. 718.112(2)(c), which must be posted no later than the date required for notice under s. 718.112(2)(c).

n.~~m.~~ The inspection reports described in ss. 553.899 and 718.301(4)(p) and any other inspection report relating to a structural or life safety inspection of condominium property.

o.~~n.~~ The association's most recent structural integrity reserve study, if applicable.

p.~~o.~~ Copies of all building permits issued for ongoing or planned construction.

3. The association shall ensure that the information and records described in paragraph (c), which are not allowed to be accessible to unit owners, are not posted on the association's website or application. If protected information or information restricted from being accessible to unit owners is included in documents that are required to be posted on the association's website or application, the association shall ensure the information is redacted before posting the documents. Notwithstanding the foregoing, the association or its agent is not liable for disclosing information that is protected or restricted under this paragraph unless such disclosure was made with a knowing or intentional disregard of the protected or restricted nature of such information.

4. The failure of the association to post information required under subparagraph 2. is not in and of itself sufficient to invalidate any action or decision of the association's board or its committees.

T I T L E A M E N D M E N T

Remove line 26 and insert:
membership; providing applicability; requiring an association to post adopted minutes of meetings for the preceding 7 years on the association's website or application; amending s.

Amendment No. 2

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	__ (Y/N)
ADOPTED AS AMENDED	__ (Y/N)
ADOPTED W/O OBJECTION	__ (Y/N)
FAILED TO ADOPT	__ (Y/N)
WITHDRAWN	__ (Y/N)
OTHER	_____

Committee/Subcommittee hearing bill: Housing, Agriculture & Tourism Subcommittee

Representative Lopez, V. offered the following:

Amendment

Remove lines 1285-1286 and insert:

emergency, as defined in s. 252.34, the board~~, upon the approval of a majority of its members,~~ may pause the contribution to its

Amendment No. 3

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	___	(Y/N)
ADOPTED AS AMENDED	___	(Y/N)
ADOPTED W/O OBJECTION	___	(Y/N)
FAILED TO ADOPT	___	(Y/N)
WITHDRAWN	___	(Y/N)
OTHER	_____	

Committee/Subcommittee hearing bill: Housing, Agriculture & Tourism Subcommittee

Representative Lopez, V. offered the following:

Amendment

Remove lines 2460-2461 and insert:

revive, ~~or~~ reinstate, or retroactively apply to any right or interest of condominium unit owners or associations in a matter pending adjudication ~~that has been fully and finally adjudicated as~~

FLORIDA HOUSE OF REPRESENTATIVES
BILL ANALYSIS

This bill analysis was prepared by nonpartisan committee staff and does not constitute an official statement of legislative intent.

BILL #: HB 1015	**COMPANION BILL:** SB 984 (Gruters)
TITLE: Real Property and Condominium Flood Disclosures	**LINKED BILLS:** None
SPONSOR(S): Hunschofsky	**RELATED BILLS:** None

Committee References

Housing, Agriculture & Tourism ➤ Civil Justice & Claims ➤ Commerce

SUMMARY

Effect of the Bill:

The bill requires landlords of residential properties to provide prospective tenants with a flood disclosure prior to or when a rental agreement is executed. If a landlord fails to disclose flood information truthfully, the tenant may terminate the rental agreement within a certain timeframe, and the landlord must refund the tenant all amounts paid in advance by the tenant. However, a tenant's liability for sums owed to the landlord prior to the date the rental was terminated by the tenant is not affected by such termination.

The bill revises the type of flood information that must be disclosed to prospective purchasers of residential real property to include whether the seller is aware of damage to the property caused by flooding during the seller's ownership of the property.

The bill revises the information that a developer must disclose to prospective purchasers of a residential condominium unit to include a statement that the homeowners' insurance policy does not cover damage for flooding, and whether the developer is aware of damage to the property caused by flooding, has filed a claim for flood damage, or has received assistance for flood damage.

Fiscal or Economic Impact:

The bill has an indeterminate impact on the private sector.

JUMP TO SUMMARY ANALYSIS RELEVANT INFORMATION BILL HISTORY

ANALYSIS

EFFECT OF THE BILL:

Disclosure of Flood Risks to Prospective Tenants

The bill amends the Florida Residential Landlord and Tenant Act.[1] Under the bill, a landlord is required to complete and provide a flood disclosure to a prospective tenant of residential real property at or before the execution of a rental agreement for a term of 1 year or longer. The bill specifies that the flood disclosure must be in a separate document and must be made in substantially the following form:

> FLOOD DISCLOSURE
>
> Flood Insurance: Renters' insurance policies do not include coverage for damage resulting from floods. Tenant is encouraged to discuss the need to purchase separate flood insurance coverage with Tenant's insurance agent.
>
> 1. Landlord is [___] is not [___] aware of damage to the property caused by flooding during the Landlord's ownership of the property.

[1] Pt. II, ch. 83, F.S.

2. Landlord has [___] has not [___] filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
3. Landlord has [___] has not [___] received assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
4. For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
    a. The overflow of inland or tidal waters.
    b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
    c. Sustained periods of standing water resulting from rainfall. (Section 1.)

The bill provides that if a landlord violates the foregoing requirements and the tenant suffers a substantial loss or damage to the tenant's personal property as a result of flooding, the tenant may terminate the rental agreement. The bill defines "substantial loss or damage" as the total cost of repairs to or replacement of the tenant's personal property is 50 percent or more of that property's market value on the date the flooding occurred. (Section 1.)

If the tenant chooses to terminate the rental agreement, the tenant must give written notice of termination to the landlord no later than 30 days after the date of the damage or loss. Under the bill, a tenant's termination of a rental agreement is effective when the tenant vacates the property. (Section 1.)

If a tenant terminates a rental agreement as provided by the bill, the landlord must refund the tenant all rent or other amounts paid in advance under the rental agreement for any period after the effective date of the termination of the rental agreement. However, a tenant's termination does not affect a tenant's liability for delinquent, unpaid rent or other sums owed to the landlord before the date the rental agreement was terminated by the tenant. (Section 1.)

Disclosures of Flood Risks to Prospective Purchasers of Residential Real Property

The bill revises the flood disclosures that must be made by a seller to a prospective purchaser of residential real property to include a disclosure of whether the seller is aware of damage to the property caused by flooding during the seller's ownership of the property. (Section 2.)

Disclosures of Flood Risks to Prospective Purchasers of Residential Condominium Units

The bill revises the disclosures that must be made by a developer to a prospective purchaser or lessor of a residential condominium unit. Under the bill, a contract for the sale or lease of a residential condominium unit for an unexpired term of more than 5 years must contain the following statement in conspicuous type:

> HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOODING. BUYER IS ENCOURAGED TO DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH BUYER'S INSURANCE AGENT.
>
> DEVELOPER IS [___] IS NOT [___] AWARE OF DAMAGE TO THE PROPERTY CAUSED BY FLOODING DURING THE DEVELOPER'S OWNERSHIP OF THE PROPERTY.
>
> DEVELOPER HAS [___] HAS NOT [___] FILED A CLAIM WITH AN INSURANCE PROVIDER RELATING TO FLOOD DAMAGE ON THE PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, A CLAIM WITH THE NATIONAL FLOOD INSURANCE PROGRAM.

DEVELOPER HAS [___] HAS NOT [___] RECEIVED ASSISTANCE FOR FLOOD DAMAGE TO THE PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM "FLOODING" MEANS A GENERAL OR TEMPORARY CONDITION OF PARTIAL OR COMPLETE INUNDATION OF THE PROPERTY OR COMMON ELEMENTS CAUSED BY THE OVERFLOW OF INLAND OR TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER SOURCE, SUCH AS A RIVER, STREAM, OR DRAINAGE DITCH; OR SUSTAINED PERIODS OF STANDING WATER RESULTING FROM RAINFALL. (Section 3.)

The bill has an effective date of October 1, 2025. (Section 4.)

FISCAL OR ECONOMIC IMPACT:

PRIVATE SECTOR:

The bill has an indeterminate positive impact on the private sector, as prospective tenants and purchasers of residential real property or residential condominium units, respectively, will be better informed about the condition of the property prior to or when executing a lease agreement or sales contract. This will allow tenants and purchasers to avoid damages to their personal property that might otherwise occur due to an undisclosed flood risk of the property or unit.

RELEVANT INFORMATION

SUBJECT OVERVIEW:

Florida's Residential Landlord and Tenant Act

The Florida Residential Landlord and Tenant Act[2] (Act) governs the rental of dwelling units and the relationship between landlords[3] and tenants[4] in Florida.[5] Significant provisions in the Act include those relating to unconscionable rental agreements,[6] the duration of the rental agreement and the duration of the tenancy,[7] prohibited provisions in rental agreements,[8] maintenance obligations of landlords and tenants,[9] a landlord's access to a dwelling unit,[10] terminations of tenancies and rental agreements,[11] and actions for damages.[12]

[2] The Florida Residential Landlord and Tenant Act (Act) is codified in part II of ch. 83, F.S. Nonresidential tenancies and all tenancies not otherwise governed by the Act are governed by pt. I of ch. 83, F.S. *See* s. 83.001, F.S.
[3] "Landlord" means the owner or lessor of a dwelling unit. S. 83.43(9), F.S.
[4] "Tenant" means any person entitled to occupy a dwelling unit under a rental agreement. S. 83.43(17), F.S.
[5] S. 83.41, F.S.
[6] *See* s. 83.45, F.S.
[7] *See* s. 83.46, F.S.
[8] *See* s. 83.47, F.S.
[9] Landlords have an obligation to maintain the premises, whereas tenants have an obligation to maintain the dwelling unit. *See* ss. 83.51, F.S. and 83.52, F.S.
[10] *See* s. 83.53, F.S.
[11] For terminations of rental agreements, *see* s. 83.56, F.S. For terminations of tenancies without a specific term, *see* s. 83.57, F.S. For termination of tenancies with a specific duration, *see* s. 83.575, F.S.
[12] *See* s. 83.55, F.S.

Other than an obligation of good faith[13] and a requirement for the landlord to disclose their name and address,[14] the Act does not currently require the landlord to disclose any specific information regarding the property or dwelling unit prior to or when executing a rental agreement.

Flood Risk and Flood Insurance

Florida receives an average of 59.21 inches of rain each year, and Florida's flat terrain makes it more susceptible to flooding.[15] As a result, one-third of properties in Florida are at risk of severe flooding in the next thirty years.[16] Although 36 percent of homeowners believe that homeowner's insurance covers flood-related damage,[17] most homeowner's insurance and hurricane insurance policies do not cover flood-related damage.[18] In addition, renter's insurance generally does not cover flood damage.[19]

Disclosures of Flood Risks to Prospective Purchasers of Residential Real Property

Currently, Florida law requires that a seller must complete and provide a flood disclosure to a purchaser of residential real property at or before the time the sales contract is executed.[20] The flood disclosure must be made in the following form:

> FLOOD DISCLOSURE
>
> Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.
>
> (1) Seller has [___] has not [___] filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
> (2) Seller has [___] has not [___] received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
> (3) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
> (a) The overflow of inland or tidal waters.
> (b) The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
> (c) Sustained periods of standing water resulting from rainfall.[21]

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[13] Every rental agreement or duty under the Act imposes an obligation of good faith in its performance or enforcement. S. 83.44, F.S.

[14] Under the Act, the landlord (or a person authorized to enter into a rental agreement on the landlord's behalf) must disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person authorized to receive notices and demands in the landlord's behalf. S. 83.50, F.S.

[15] Florida Flood Insurance, *Flood History*, www.floridafloodinsurance.org/flood-history/ (last visited Mar. 9, 2025).

[16] Manuel Bojorquez, *More than One-Third of Florida Properties Face Looming Flood Risk, but Some Residents Are Unaware*, CBS News (June 1, 2023), www.cbsnews.com/news/florida-insurance-flooding-properties/ (last visited Mar. 9, 2025).

[17] Jason Metz, *72% of Homeowners Don't Understand Essential Home Insurance Coverage*, Forbes (Oct. 21, 2024), www.forbes.com/advisor/homeowners-insurance/survey-homeowners-insurance-knowlege/#:~:text=36%25%20of%20homeowners%20think%20that,damage%2C%20but%20it%20does%20not (last visited Mar. 9, 2025).

[18] Jason Metz, *Does Homeowners Insurance Cover Water Damage from Rain or a Leak?* Forbes (Oct. 27, 2023), www.forbes.com/advisor/homeowners-insurance/water-damage/ (last visited Mar. 9, 2025).

[19] Federal Emergency Management Agency, *The National Flood Insurance Program: What Your Clients Need to Know* (Jan. 2023), https://agents.floodsmart.gov/articles/national-flood-insurance-program-what-your-clients-need-know (last visited Mar. 9, 2025).

[20] S. 689.302, F.S.

[21] *Id.*

Other required disclosures under Florida law for a seller of residential real property include disclosures relating to ad valorem taxes,[22] subsurface rights,[23] and known defects in sanitary sewer laterals.[24]

Disclosures to Prospective Purchasers of Residential Condominium Units

Under current law, a contract for the sale or lease of a residential condominium unit by the developer for an unexpired term of more than 5 years must contain certain disclosures.[25] The required disclosures for a developer include, but are not limited to, the following:

- If the unit has been occupied by someone other than the buyer, the contract must contain a statement that the unit has been occupied.[26]
- If the contract is for the sale or transfer of a unit subject to a lease, the contract must include an inconspicuous statement that the unit is subject to a lease or sublease and, as an exhibit to the contract, a copy of the executed lease.[27]
- If the contract is for the lease of a unit for a term of 5 years or more, the contract must include as an exhibit a copy of the proposed lease.[28]
- If the contract is for the sale or lease of a unit that is subject to a lien for rent payable under a lease of a recreational facility or other commonly used facility, the contract must contain an inconspicuous statement to that effect and that failure to pay rent may result in foreclosure of the lien.[29]

RECENT LEGISLATION:

YEAR	BILL #	HOUSE SPONSOR(S)	SENATE SPONSOR	OTHER INFORMATION
2024	CS/CS/HB 1049	Hunschofsky	Bradley	This bill created flood risk disclosure requirements for a seller of residential real property. Effective October 1, 2024.

BILL HISTORY

COMMITTEE REFERENCE	ACTION	DATE	STAFF DIRECTOR/ POLICY CHIEF	ANALYSIS PREPARED BY
Housing, Agriculture & Tourism Subcommittee			Curtin	Fletcher
Civil Justice & Claims Subcommittee				
Commerce Committee				

[22] *See* s. 689.261, F.S.
[23] *See* s. 689.29, F.S.
[24] *See* s. 689.301, F.S. A sanitary sewer lateral is the privately owned pipeline connecting a property to the main sewer line.
[25] *See, generally,* s. 718.503(1)(a), F.S.
[26] S. 718.503(1)(a)3., F.S.
[27] S. 718.503(1)(a)4., F.S.
[28] S. 718.503(1)(a)5., F.S.
[29] S. 718.503(1)(a)6., F.S.

A bill to be entitled

An act relating to real property and condominium flood disclosures; creating s. 83.512, F.S.; requiring a landlord of residential real property to provide specified information to a prospective tenant at or before the time the rental agreement is executed; specifying how such information must be disclosed; defining the term "flooding"; providing that if a landlord fails to disclose flood information truthfully and a tenant suffers substantial loss or damage, the tenant may terminate the rental agreement by giving a written notice of termination to the landlord within a specified timeframe; defining the term "substantial loss"; requiring a landlord to refund the tenant all amounts paid in advance for any period after the effective date of the termination of the rental agreement; providing that a tenant is still liable for any sum owed to the landlord before the termination of the rental agreement; amending s. 689.302, F.S.; revising the flood information that must be disclosed to prospective purchasers of residential real property; amending s. 718.503, F.S.; requiring a developer of a residential condominium unit to provide specified information to a prospective purchaser at or before the time the sales contract is

executed; specifying how such information must be disclosed; defining the term "flooding"; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 83.512, Florida Statutes, is created to read:

83.512 Disclosure of flood risks to prospective tenant of residential real property.—

(1) A landlord must complete and provide a flood disclosure to a prospective tenant of residential real property at or before the execution of a rental agreement for a term of 1 year or longer. The flood disclosure must be in a separate document. The flood disclosure must be made in substantially the following form:

FLOOD DISCLOSURE

Flood Insurance: Renters' insurance policies do not include coverage for damage resulting from floods. Tenant is encouraged to discuss the need to purchase separate flood insurance coverage with Tenant's insurance agent.

1. Landlord is .... is not .... aware of damage to the property caused by flooding during the Landlord's ownership of the property.

2. Landlord has .... has not .... filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.

3. Landlord has .... has not .... received assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.

4. For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:

a. The overflow of inland or tidal waters.

b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.

c. Sustained periods of standing water resulting from rainfall.

(2) If a landlord violates this section and a tenant suffers a substantial loss or damage to the tenant's personal property as a result of flooding, the tenant may terminate the rental agreement by giving a written notice of termination to the landlord no later than 30 days after the date of the damage or loss. Termination of a rental agreement under this section is effective upon the tenant surrendering possession of the

property. For the purpose of this section, the term "substantial loss or damage" means the total cost of repairs to or replacement of the personal property is 50 percent or more of the personal property's market value on the date the flooding occurred.

(3) A landlord shall refund the tenant all rent or other amounts paid in advance under the rental agreement for any period after the effective date of the termination of the rental agreement.

(4) This section does not affect a tenant's liability for delinquent, unpaid rent or other sums owed to the landlord before the date the rental agreement was terminated by the tenant under this section.

Section 2. Section 689.302, Florida Statutes, is amended to read:

689.302 Disclosure of flood risks to prospective purchaser.—A seller must complete and provide a flood disclosure to a purchaser of residential real property at or before the time the sales contract is executed. The flood disclosure must be made in the following form:

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

(1) Seller has ☐ has not ☐ filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.

(2) Seller has ☐ has not ☐ received ~~federal~~ assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.

(3) Seller is ☐ is not ☐ aware of damage to the property caused by flooding during the Seller's ownership of the property.

(4)~~(3)~~ For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:

(a) The overflow of inland or tidal waters.

(b) The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.

(c) Sustained periods of standing water resulting from rainfall.

Section 3. Paragraph (a) of subsection (1) of section 718.503, Florida Statutes, is amended to read:

718.503 Developer disclosure prior to sale; nondeveloper unit owner disclosure prior to sale; voidability.—

(1) DEVELOPER DISCLOSURE.—

(a) Contents of contracts.—Any contract for the sale of a residential unit or a lease thereof for an unexpired term of

more than 5 years shall:

1. Contain the following legend in conspicuous type: THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. 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 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

2. Contain the following caveat in conspicuous type on the first page of the contract: ORAL REPRESENTATIONS CANNOT BE

RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

3. If the unit has been occupied by someone other than the buyer, contain a statement that the unit has been occupied.

4. If the contract is for the sale or transfer of a unit subject to a lease, include as an exhibit a copy of the executed lease and shall contain within the text in conspicuous type: THE UNIT IS SUBJECT TO A LEASE (OR SUBLEASE).

5. If the contract is for the lease of a unit for a term of 5 years or more, include as an exhibit a copy of the proposed lease.

6. If the contract is for the sale or lease of a unit that is subject to a lien for rent payable under a lease of a recreational facility or other commonly used facility, contain within the text the following statement in conspicuous type: THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS SUBJECT TO A LIEN FOR RENT PAYABLE UNDER A LEASE OF COMMONLY USED FACILITIES. FAILURE TO PAY RENT MAY RESULT IN FORECLOSURE OF THE LIEN.

7. State the name and address of the escrow agent required by s. 718.202 and state that the purchaser may obtain a receipt for his or her deposit from the escrow agent upon request.

8. If the contract is for the sale or transfer of a unit

in a condominium in which timeshare estates have been or may be created, contain within the text in conspicuous type: UNITS IN THIS CONDOMINIUM ARE SUBJECT TO TIMESHARE ESTATES. The contract for the sale of a fee interest in a timeshare estate shall also contain, in conspicuous type, the following: FOR THE PURPOSE OF AD VALOREM TAXES OR SPECIAL ASSESSMENTS LEVIED BY TAXING AUTHORITIES AGAINST A FEE INTEREST IN A TIMESHARE ESTATE, THE MANAGING ENTITY IS GENERALLY CONSIDERED THE TAXPAYER UNDER FLORIDA LAW. YOU HAVE THE RIGHT TO CHALLENGE AN ASSESSMENT BY A TAXING AUTHORITY RELATING TO YOUR TIMESHARE ESTATE PURSUANT TO THE PROVISIONS OF CHAPTER 194, FLORIDA STATUTES.

9. Contain within the text the following statement in conspicuous type:

HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOODING. BUYER IS ENCOURAGED TO DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH BUYER'S INSURANCE AGENT.

DEVELOPER IS .... IS NOT .... AWARE OF DAMAGE TO THE PROPERTY CAUSED BY FLOODING DURING THE DEVELOPER'S OWNERSHIP OF THE PROPERTY.

DEVELOPER HAS .... HAS NOT .... FILED A CLAIM WITH AN INSURANCE PROVIDER RELATING TO FLOOD DAMAGE ON THE PROPERTY OR COMMON

ELEMENTS, INCLUDING, BUT NOT LIMITED TO, A CLAIM WITH THE NATIONAL FLOOD INSURANCE PROGRAM.

DEVELOPER HAS .... HAS NOT .... RECEIVED ASSISTANCE FOR FLOOD DAMAGE TO THE PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM "FLOODING" MEANS A GENERAL OR TEMPORARY CONDITION OF PARTIAL OR COMPLETE INUNDATION OF THE PROPERTY OR COMMON ELEMENTS CAUSED BY THE OVERFLOW OF INLAND OR TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER SOURCE, SUCH AS A RIVER, STREAM, OR DRAINAGE DITCH; OR SUSTAINED PERIODS OF STANDING WATER RESULTING FROM RAINFALL.

Section 4. This act shall take effect October 1, 2025.

HOUSING, AGRICULTURE, AND TOURISM SUBCOMMITTEE

HB 1015 by Rep. Hunschofsky
Relating to Real Property and Condominium Flood Disclosures

AMENDMENT SUMMARY
March 11, 2025

Amendment 1 by Rep. Hunschofsky (Line 49): The amendment clarifies that the disclosure requirements for landlords apply to dwelling units.

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	___ (Y/N)
ADOPTED AS AMENDED	___ (Y/N)
ADOPTED W/O OBJECTION	___ (Y/N)
FAILED TO ADOPT	___ (Y/N)
WITHDRAWN	___ (Y/N)
OTHER	_____

Committee/Subcommittee hearing bill: Housing, Agriculture & Tourism Subcommittee

Representative Hunschofsky offered the following:

Amendment

Remove lines 49-60 and insert:

dwelling unit caused by flooding during the landlord's ownership of the property.

2. Landlord has .... has not .... filed a claim with an insurance provider relating to flood damage to the dwelling unit, including, but not limited to, a claim with the National Flood Insurance Program.

3. Landlord has .... has not .... received assistance for flood damage to the dwelling unit, including, but not limited to, assistance from the Federal Emergency Management Agency.

4. For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the dwelling unit caused by any of the