Housing, Agriculture & Tourism Subcommittee

Thursday, April 10, 2025
2:00 PM - 5:00 PM
Morris Hall (17 HOB)

Meeting Packet

Daniel Perez
Speaker

Michelle Salzman
Chair

The Florida House of Representatives

Commerce Committee

Housing, Agriculture & Tourism Subcommittee

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Meeting Agenda

Thursday, April 10, 2025
2:00 pm – 5:00 pm
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I. Call to Order

II. Roll Call

III. Welcome and Opening Remarks

IV. Consideration of the following bill(s):

- CS/HB 983 Homeowners' Associations by Civil Justice & Claims Subcommittee, Porras

- HB 1245 Hunger-Free Campus Pilot Program by Chambliss

V. Closing Remarks

VI. Adjournment

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 #: CS/HB 983	**COMPANION BILL:** SB 1600 (Arrington)
TITLE: Homeowners' Associations	**LINKED BILLS:** None
SPONSOR(S): Porras	**RELATED BILLS:** SB 368 (Garcia); CS/SB 1118 (McClain)

Committee References

Civil Justice & Claims
14 Y, 0 N, As CS
➤
Housing, Agriculture & Tourism
➤
Judiciary

SUMMARY

Effect of the Bill:

CS/HB 983 makes numerous changes to the Homeowners' Association Act ("HOA Act"), codified in ch. 720, F.S. Generally speaking, the changes redefine "assessments"; modify election and recall procedures; create new financial reporting requirements for private recreational amenities owners; create additional mandatory disclosures for prospective purchasers; and establish requirements pertaining to recreational covenants.

Fiscal or Economic Impact:

The bill may have a fiscal impact on the Department of Business and Professional Regulation, and may have an economic impact on the private sector.

JUMP TO SUMMARY ANALYSIS RELEVANT INFORMATION BILL HISTORY

ANALYSIS

EFFECT OF THE BILL:

The bill amends several provisions of the Homeowners' Association Act ("HOA Act"), codified in ch. 720, F.S. Whether or not such amendments apply to an existing homeowners' association ("HOA") depends on whether or not the amendments are procedural, remedial, or substantive; where the amendments are substantive, they would likely only apply to an existing HOA if the HOA's governing documents incorporate the HOA Act using "Kaufman language" – that is, whether or not the governing documents incorporate the HOA Act "as it may be amended from time to time."

Legislative Intent

The bill specifies that the HOA Act defines the property rights of individually owned and shared real property in a manner that is intended to protect and preserve the private property rights of the individual parcel owners and the public policy of preserving environmental protections and public safety. Further, the bill specifies that the HOA Act creates standards for the preservation of property, including, but not limited to, the preservation of a property's taxable value, and that the HOA Act is intended to create transparency of property management and ownership interest transferability. (Section 2)

Elections and Recalls

Elections

The bill mandates that HOA elections be conducted in accordance with the HOA Act, rather than in accordance with the procedures set forth in an HOA's governing documents as under current law. The bill:

- Requires HOA elections to occur "on the date of the annual meeting."
- Provides that no election is necessary unless there are more candidates filing notices of intent to run or who are nominated to run for a seat on the board than there are vacancies on the board, and specifies that,

if the number of board members whose terms expire at the annual meeting equals or exceeds the number of candidates, the candidates become board members effective upon the annual meeting's adjournment.
- Eliminates a provision establishing requirements for voting by secret ballot even where the governing documents of a particular HOA authorize such a voting mechanism.
- Requires that board members be elected by written ballot or voting machine and prohibits the use of proxies for general board elections or elections to fill board vacancies.
- Requires an HOA to send a first notice of a board election to each parcel owner entitled to vote at least 60 days before the scheduled election.
- Mandates that an HOA member intending to run for a seat on the board must first give written notice of such intention at least 40 days before the scheduled election.
- Requires an HOA to send, together with the written notice of the annual meeting and agenda, a second notice of the election to all parcel owners entitled to vote, which second notice must be accompanied by a ballot listing all candidates.
- Provides that, upon a board candidate's request, an information sheet which a candidate timely furnishes to the HOA must be made available for the second notice, and the HOA must bear the costs of sending such information sheet; however, the bill provides that an HOA is not liable for the information sheet's contents.
- Mandates that elections be decided by a plurality of ballots cast and specifies that there are no quorum requirements; however, under the bill, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election.
- Prohibits a parcel owner from authorizing another parcel owner to cast his or her ballot in a board election, and deems any ballot improperly cast invalid.
- Authorizes a parcel owner who needs help in casting a ballot to seek such help as prescribed in law.
- Requires that a parcel owner desiring to run for a seat on the board be eligible to serve on the board at the time he or she transmits his or her notice of intent to be a candidate.
- Prohibits co-owners of a parcel from serving together as board members unless they own more than one parcel or there are not enough eligible candidates to fill board vacancies at the time of the vacancy.
- Narrows the monetary obligations that disqualify a parcel owner for a seat on the board by specifying that a person who is delinquent in the payment of any assessment due to the HOA is not eligible to run for the board, and by specifying that a person serving as a board member who becomes more than 90 days delinquent in the payment of any assessment due to the HOA is deemed to have abandoned his or her board seat, creating a vacancy. Under the bill, a parcel owner is delinquent if payment is not made by the due date as specifically identified in the governing documents, but if the governing documents do not specify a due date, the due date is the first day of the assessment period.
- Provides that, if the staggered term of a board member does not expire until a later annual meeting, or if all the members' terms would otherwise expire but there are no eligible candidates, the terms of all board members must expire at the annual meeting, and such members may stand for reelection unless prohibited by the governing documents. (Section 4)

The bill also specifies Legislative findings with respect to HOAs – that is, that HOAs and their parcel owners will benefit from board member election oversight – and authorizes the Office of the Condominium Ombudsman within the Division of Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation to appoint an election monitor to attend an HOA's annual meeting of the members and conduct director elections; the bill also requires the Ombudsman to appoint an election monitor upon receipt of ten percent of an HOA's total voting interests or eight members, whichever is greater. Under the bill, the HOA must bear all costs associated with the election monitoring process, and the Division must adopt rules to establish procedures for monitor appointment, including the scope and extent of the monitors' role in the election process. (Section 2)

Recalls

The bill changes the requirement that, after receipt of a recall agreement, the board hold a board meeting within five "full business days" to require the meeting to occur within five "business days," and increases the amount of time a recalled board member has to turn over HOA records and property in his or her possession from five "full business days" to ten business days. The bill also:

- Specifies that, though the law provides that a rescission or revocation of a recall agreement must meet specified requirements, this provision must be liberally construed to ensure a parcel owner is not

disenfranchised by an HOA in a recall and to prevent an HOA from failing to certify a recall agreement on a technical omission playing no part in the discharge of a parcel owner's voting rights.

- Specifies when a recall agreement is facially valid and may be rejected by the board, including when:
  - Notice of the recall agreement was improperly served;
  - A person who was not a parcel's record owner or designated voter executed the recall agreement;
  - The recall agreement was marked before a board member's removal;
  - The recall agreement does not contain any marking indicating the selection by the parcel owner to either remove or retain a board member; or
  - The recall agreement does not contain the signature of the parcel owner or designated voter.
- Creates a rebuttable presumption that a parcel owner executing a recall agreement is the designated voter for the parcel which he or she owns and prohibits an HOA from enforcing a voting certificate requirement if the HOA has not enforced such a requirement in all matters in the year immediately preceding service of a recall agreement.
- Eliminates the option to recall and remove a board member by a vote taken at a meeting. (Section 3)

Suspension of Voting Rights

The bill provides that a parcel owner's voting rights may not be suspended when voting on the recall of a board director, and any prior suspension of voting rights has no effect on a recall vote. (Section 3)

Dispute Resolution

The bill provides that any civil action filed to resolve an election or recall dispute must be tried without a jury, entitles the parties to such an action to an "immediate" hearing, and authorizes the courts to limit the time for taking testimony after considering the circumstances of the matter and the proximity of any succeeding election. The bill also entitles a prevailing parcel owner in an election or recall dispute to an award of his or her reasonable attorney fees and costs, and specifies that, when so awarded, compensation or fees and costs of the attorney may be included in the judgment or decree. Further, the bill provides that the party filing an election or recall action may request the issuance of a temporary injunction to stay any upcoming election that may occur while the challenge is pending. The bill then provides that, upon a mediator or a court rendering a judgment or decree against an association and in favor of a parcel owner, the mediator or the court must award the parcel owner his or her reasonable attorney fees and costs.

Finally, the bill makes several changes to the provisions exclusively governing recall effort dispute resolution. Specifically, the bill:

- Modifies the events that must occur before a parcel owner representative may file an arbitration petition or a civil action challenging the board's failure to act or determination that a recall is invalid and requires that, in such an arbitration or action, the HOA must be named as the respondent.
- Clarifies that the arbitration petition or civil action filed by a recalled board member may challenge the recall agreement's facial validity or compliance with the procedural requirements for the recall and specifies that, if the arbitrator or the court determines that the recall was invalid, the arbitrator or the court must immediately reinstate the petitioning board member and deem the recall null and void.
- Changes the period during which the Division or a court may not accept for filing a recall petition or action after the election of the board members sought to be recalled from when 60 or fewer days have elapsed since the election to when 45 or fewer days have elapsed.
- Entitles a board member who prevails in a challenge to a recall effort to recover reasonable attorney fees and costs from the respondents, and allows but does not require an arbitrator or court to award reasonable attorney fees and costs to a prevailing respondent if the arbitrator or court makes a finding that the petitioner's claim was frivolous.
- Specifies that attorney fees or costs relating to a recall action may be awarded only as provided in the HOA Act or as a sanction under s. 57.105, F.S., which generally allows a court to award attorney fees where a party to a dispute knew or should have known that a claim which he or she presented was not supported by material facts or where a party acted for the purposes of causing unreasonable delay. (Sections 3 and 6)

Assessments

The bill limits the definition of an "assessment" to only those sums payable to the HOA. Thus, sums payable by the parcel owners to the developer or other owner of common areas, or to recreational facilities or other properties serving the parcels, would no longer be considered "assessments." (Section 1)

Financial Reports

The bill maintains the requirement that, in a residential subdivision in which the owners of lots or parcels must pay mandatory maintenance or other fees to the developer or to the owner of the common areas, facilities, and other properties serving the lots or parcels, the developer or owner of such areas, facilities, or properties must make public a specified financial report. However, the bill amends this section to exclude from its application amounts paid to a private amenities owner; instead, the bill creates a new financial reporting requirement applicable to such amounts. (Section 5)

Specifically, the bill requires that, in a residential subdivision in which a parcel owner must pay amenity dues owed to a private amenities owner, the private amenities owner must make public, within 60 days after the fiscal year's end, a complete financial report of the actual, total receipts of amenity dues received by the owner and an itemized list of the expenditures the owner made with respect to operational costs, expenses, or other amounts expended with respect to the operation of the privately-owned recreational amenities for that fiscal year. Under the bill, the private amenities owner must make the financial report available for inspection upon written request from a parcel owner within the applicable subdivision, and such report must be made public to each parcel owner who is subject to the payment of the amenity dues by publishing a notice of the report's availability for inspection in a publication regularly distributed within the subdivision or by posting a notice in a prominent location in the subdivision, including in a prominent location within the privately-owned recreational amenities or other such properties. However, the bill specifies that these provisions do not apply to:

- Assessments or other amounts paid to HOAs under ch. 617, 718, 719, 721, or 723, F.S.;
- Amounts paid to local governmental entities, including special districts. (Section 5)

Recreational Covenants

The bill creates Part IV of the HOA Act, consisting of ss. 720.408-720.413, F.S., to govern recreational covenants existing on or after July 1, 2025, and to provide certain protections for parcel owners subject to such covenants. (Sections 10 and 12) For the purposes of this Part, the bill defines:

- "Recreational covenant" to mean a recorded covenant, separate and distinct from a declaration of covenants, that sets forth the nature and requirements for membership, use, or purchase of privately-owned recreational amenities by parcel owners in one or more communities. Under the bill, a recreational covenant must:
  - Be recorded in the public records of the county in which the property encumbered thereby lies.
  - Contain information about the amenity dues that may be leveled against a parcel owner or other persons to be members or allowed to use privately-owned recreational amenities.
  - Contain the remedies that the private amenities owner or other third party may have in connection with nonpayment of amenity dues.
  - Require mandatory membership or mandatory payment of amenities dues by some or all of the parcel owners in a community.
- "Amenity dues" to mean all amenity expenses and amenity fees, collectively, that are charged in accordance with a recreational covenant, and specifies that such dues are not HOA assessments.
- "Amenity expenses" to mean all costs, whether direct or indirect, of owning, operating, managing, maintaining, and insuring privately-owned recreational amenities that are made available to parcel owners under a recreational covenant, and specifies that such expenses are not HOA assessments.
- "Amenity fees" to mean any amounts, other than amenity expenses, that are levied against a parcel owner for membership or use of privately-owned recreational amenities in accordance with a recreational covenant, and specifies that such fees are not HOA assessments.
- "Private amenities owner" to mean the record title owner of privately-owned recreational amenities who is responsible for the operation and maintenance of the privately-owned recreational amenities and who

may levy amenity dues under a recreational covenant; however, the bill specifies that the term does not include not-for-profit corporations or local government entities, including special districts.
- "Privately-owned recreational amenities" to mean recreational facilities or amenities owned by a private amenities owner which are intended for recreational use or leisure activities by a parcel owner through mandatory membership or use rights established pursuant to a recreational covenant; however, the bill specifies that the term does not include common areas, any property or facilities owned by a not-for-profit corporation, or a local governmental entity, including a special district. (Section 11)

The bill then prohibits the consideration of recreational covenants relating to privately-owned recreational amenities as governing documents of an HOA, even if such recreational covenants are attached as exhibits to a particular community's declaration of covenants; such a change is declared to be remedial in nature and intended to clarify existing law. (Sections 1 and 13)

Under the bill, a recreational covenant recorded on or after July 1, 2025, that requires mandatory membership in a club or imposes mandatory amenity dues on an HOA parcel owner must specify:
- The property or parcels subject to mandatory membership in a club or subject to mandatory amenity dues.
- The party responsible for owning, maintaining, and operating the amenities governed by the recreational covenant.
- The manner or process by which amenity dues are apportioned and collected from the encumbered parcels or parcel owners and the party responsible for collecting the amenity dues.
- The amount of the amenity fees or, alternatively, if no specific dollar amount is set forth in the recreational covenant, the manner in which such amenity fees are calculated and increased.
- The amount by which amenity fees may be increased, which may be calculated as a percentage, a fixed dollar amount, or the Consumer Price Index; however, a recreational covenant that does not specify the amount by which amenity expenses may be increased is considered to include a maximum annual increase of no more than 25 percent of the amenity expenses from the preceding fiscal year, but a private amenities owner may increase amenity expenses in excess of such amount if necessary due to a natural disaster; an act of God; increases in insurance costs, utility rates, supply costs, or labor rates; or any other circumstances outside of the private amenities owner's reasonable control.
- The rights and remedies available to enforce amenity dues payment.
- The remedies available to a private amenities owner for the nonpayment of amenity dues, and whether amenity dues payment enforcement rights are subordinate to an HOA's assessment collection rights.
- Whether the amenities are open to the public or may be used by other persons who are not parcel owners. (Section 13)

Further, under the bill, a recreational covenant recorded before July 1, 2025, that requires mandatory membership in a club or imposes mandatory amenity dues on parcel owners remains valid and effective as long as such covenant includes:
- The parcels within the community subject to mandatory membership or to mandatory amenity dues.
- The party responsible for owning, maintaining, and operating the amenities governed by the recreational covenant.
- The manner or process by which amenity dues are apportioned and collected from the encumbered parcels or parcel owners and the party responsible for amenity dues collection.
- The amount of the amenity fees or, alternatively, if no specific dollar amount is set forth in the recreational covenant, the manner in which such amenity fees are calculated and increased. (Section 13)

Where such a recreational covenant does not include the required information, the bill provides that the covenant must be amended to include such information before July 1, 2026, to remain valid and effective. Further, where such a recreational covenant does not specify the amount by which the amenity fees may be increased, such a covenant is considered to include a maximum annual increase of no more than the annual increase for the current year in the Consumer Price Index. (Section 13)

The bill also:
- States that, notwithstanding any provision to the contrary in a recreational covenant, an HOA does not have any obligation, duty, or responsibility to collect amenity dues or to remit amenity dues to a private

amenities owners; instead, the bill makes the private amenities owner, or its management company or agent, other than the HOA, solely responsible for collecting amenity dues.

- Prohibits amenity expenses from including any of the following:
  - The initial cost of construction of the privately-owned recreational amenities.
  - Any costs or fees associated with a loan acquired for the privately-owned recreational amenities' construction or purchase.
  - The cost of the private amenities owner's debt service.
- Provides that the termination of a recreational covenant or the right of a private amenities owner to suspend the use of the privately-owned recreational amenities may not prohibit a parcel owner or his or her tenant:
  - From having vehicular and pedestrian ingress to or egress from the property or parcels subject to the recreational covenant;
  - From receiving utilities provided to the property or parcels subject to the recreational covenant by virtue of utility facilities or utility easements located with the privately-owned recreational amenities; or
  - From accessing any mail delivery facilities serving the property or parcels subject to the recreational covenant which may be located within the privately-owned recreational amenities.
- Specifies that the Legislature intends to respect the intent of the parties to a real property transaction that occurred before July 1, 2025, and the parties' reliance on the covenants, conditions, restrictions, or other interests created by those transactions, but states that nothing in newly-created s. 720.412, F.S., revises or reinstates any right or interest that has been fully and finally adjudicated as invalid before July 1, 2025. (Section 13)

Sale Disclosures

The bill expands the information to which a prospective purchaser of a property governed by an HOA is entitled. Specifically, the bill provides that, if the disclosure summary; a current copy of the association's bylaws, articles of incorporation, declaration of restrictions, rules and regulations, notices pertaining to special assessments, and most recent financial statements;[1] and the agendas and minutes from all HOA board meetings that occurred within the 12 months immediately preceding the contract's execution are not given to such a prospective purchaser before he or she executes the sales contract, the prospective purchaser may void the contract by delivering to the seller or the seller's agent or representative written notice canceling the contract within three days, excluding Saturdays, Sundays, and legal holidays, after receipt of such documents or before closing, whichever occurs first.

The bill then expands a clause which each contract for the sale of property governed by an HOA must contain, providing that such a clause must state:

> IF THE DISCLOSURE SUMMARY; A CURRENT COPY OF THE ASSOCIATION'S BYLAWS, ARTICLES OF INCORPORATION, DECLARATION OF RESTRICTIONS, RULES AND REGULATIONS, NOTICES PERTAINING TO SPECIAL ASSESSMENTS, AND MOST RECENT FINANCIAL STATEMENTS; AND THE AGENDAS AND MINUTES FROM ALL ASSOCIATION BOARD MEETINGS THAT TOOK PLACE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EXECUTION OF THIS CONTRACT, AS REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAVE NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THE CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY THE PROSPECTIVE PURCHASER BY DELIVERING TO THE SELLER OR THE SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE PROSPECTIVE PURCHASER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER RECEIPT OF SUCH DOCUMENTS OR BEFORE CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. THE PROSPECTIVE PURCHASER'S RIGHT TO VOID THIS CONTRACT TERMINATES AT CLOSING.

[1] The bill defines "financial statements" to mean a comprehensive report prepared in accordance with generally accepted accounting principles that accurately reflects the financial condition and operations of the HOA for a specific period. Under the bill, this report must include, at a minimum, a balance sheet, an income and expense statement, a budget comparison, and a complete set of bank statements for all HOA accounts, including copies of check images for all disbursements made during the reporting period. (Section 1)

Further, the bill requires that the disclosure summary which must be given to the prospective purchaser of a parcel governed by an HOA include the following statement:

> YOU ACKNOWLEDGE THAT YOU ARE ENTITLED TO RECEIVE A CURRENT COPY OF THE ASSOCIATION'S BYLAWS, ARTICLES OF INCORPORATION, DECLARATION OF RESTRICTIONS, RULES AND REGULATIONS, NOTICES PERTIANING TO SPECIAL ASSESSMENTS, THE MOST RECENT FINANCIAL STATEMENTS, AND THE AGENDAS AND MINUTES FROM ALL ASSOCIATION BOARD MEETINGS THAT TOOK PLACE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EXECUTION OF THE CONTRACT FOR SALE.

Finally, the bill requires that, beginning July 1, 2025, each contract or agreement for the sale of a residential parcel that is governed by an HOA and subject to a recreational covenant must contain the following disclosure summary in conspicuous type and in substantially the following form:

> DISCLOSURE SUMMARY
>
> YOUR PARCEL IS SUBJECT TO A RECREATIONAL COVENANT. AS A PURCHASER OF PROPERTY SUBJECT TO A RECREATIONAL COVENANT, YOU ARE OBLIGED TO PAY AMENITY DUES TO A PRIVATE AMENITIES OWNER.
>
> AS THE PURCHASER OF SUCH PROPERTY, I ACKNOWLEDGE ALL OF THE FOLLOWING:
>
> 1. THE PROPERTY ON WHICH THE PRIVATELY-OWNED RECREATIONAL AMENITIES ARE LOCATED, WHICH ARE GOVERNED BY THE RECREATIONAL COVENANT, IS NOT A COMMON AREA OF THE HOMEOWNERS' ASSOCIATION AND IS NOT OWNED OR CONTROLLED BY THE HOMEOWNERS' ASSOCIATION. THE RECREATIONAL COVENANT IS NOT A GOVERNING DOCUMENT OF THE ASSOCIATION.
>
> 2. THE AMOUNT OF ANY AMENITY DUES IS GOVERNED BY THE RECREATIONAL COVENANT. SUCH DOCUMENT CONTAINS IMPORTANT PROVISIONS AND RIGHTS AND IS A PUBLIC RECORD AND AVAILABLE UPON REQUEST.
>
> 3. THE PRIVATE AMENITIES OWNER DETERMINES THE BUDGET FOR THE OPERATION AND MAINTENANCE OF THE PRIVATELY-OWNED RECREATIONAL AMENITIES. HOWEVER, EACH PARCEL OWNER SUBJECT TO THE RECREATIONAL COVENANT IS STILL RESPONSIBLE FOR AMENITY DUES.
>
> 4. AMENITY DUES MAY BE SUBJECT TO PERIODIC CHANGE. AMENITY DUES ARE IN ADDITION TO, AND SEPARATE AND DISTINCT FROM, THE ASSESSMENTS LEVIED BY THE ASSOCIATION.
>
> 5. THE FAILURE TO PAY AMENITY DUES OR OTHER CHARGES LEVIED BY A PRIVATE AMENITIES OWNER COULD RESULT IN A LIEN ON YOUR PARCEL.
>
> 6. THIRD PARTIES WHO ARE NOT MEMBERS OF THE ASSOCIATION MAY HAVE THE RIGHT TO ACCESS AND USE THE PRIVATELY-OWNED RECREATIONAL AMENITIES AS DETERMINED BY THE PRIVATE AMENITIES OWNER.
>
> 7. THE REQUIREMENT FOR MANDATORY MEMBERSHIP AND THE OBLIGAION TO PAY AMENITY DUES CAN BE FOUND IN THE RECREATIONAL COVENANT OR OTHER RECORDED INSTRUMENT.
>
> 8. THE PRIVATE AMENITIES OWNER MAY AMEND THE RECREATIONAL COVENANT WITHOUT THE APPROVAL OF THE ASSOCIATION OR PARCEL OWNERS, SUBJECT TO THE TERMS OF THE RECREATIONAL COVENANT, AND SECTION 720.412, FLORIDA STATUTES.

9. THE STATEMENTS CONTAINED IN THIS DISCLOSURE ARE ONLY SUMMARY IN NATURE AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE RECREATIONAL COVENANT BEFORE PURCHASING A PARCEL. THE RECREATIONAL COVENANT IS A MATTER OF PUBLIC RECORD AND MAY BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY IN WHCH THE PARCEL YOU ARE PURCHASING IS LOCATED OR, IF NOT RECORDED, MAY BE OBTAINED FROM THE DEVELOPER UPON REQUEST.

Under the bill, the developer or the parcel owner selling the parcel must provide the required disclosure summary to the prospective purchaser. Any sale contract or agreement must refer to and incorporate the disclosure summary and must include, in prominent language, a statement that the prospective purchaser should not execute the contract or agreement for sale until he or she has received and read the required disclosure summary. A sale contract or agreement is voidable by a purchaser if the required disclosure summary is not provided to the purchaser before the contract's or agreement's execution; however, in order to void the contract or agreement, the purchaser must deliver written notice cancelling the contract or agreement to the seller or the seller's agent or representative within three days after receipt of the disclosure summary or before closing, whichever occurs first. The purchaser's right to void a contract or an agreement terminates at closing, and this right may not be waived by the purchaser. (Sections 7 and 14)

Effective Date

The bill provides an effective date of July 1, 2025. (Section 20)

RULEMAKING: The bill gives the Division of Condominiums, Timeshares, and Mobile Homes within the Department of Business and Professional Regulation rulemaking authority to implement changes made by the bill which impact the Division.

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 may have a fiscal impact on state government. Whether such impact is positive, negative, or neutral depends upon whether the changes created by the bill increase or decrease litigation in the state court system, and whether the Department of Business and Professional Regulation is able to absorb any costs associated with implementing the new election monitor requirements within existing resources.

PRIVATE SECTOR:

The bill may have a fiscal impact on the private sector. Whether such impact is positive or negative depends upon whether it increases or decreases costs to parcel owners in HOAs, and to HOAs themselves.

RELEVANT INFORMATION

SUBJECT OVERVIEW:

A homeowners' association ("HOA") is a Florida corporation responsible for the operation of a community in which the voting membership is made up of parcel[2] owners,[3] and in which membership is a mandatory condition of parcel ownership, which corporation is authorized to impose assessments that, if unpaid, may become a lien on the parcel.[4] Chapter 720, F.S., known as the Homeowners' Association Act ("HOA Act"), regulates HOAs in Florida by

[2] "Parcel" means a platted or unplatted lot, tract, unit, or other subdivision of real property within a community, as described in the declaration which is capable of separate conveyance, and of which the parcel owner, or an association in which the parcel owner must be a member, is obligated: 1) by the governing documents to be a member of an association that serves the community; and 2) to pay the HOA assessments that, if not paid, may result in a lien. S. 720.301, F.S.
[3] "Parcel owner" means the record owner of legal title to a parcel. *Id.*
[4] *Id.*

giving statutory recognition to this type of corporation, providing procedures for HOA operation, and protecting the rights of HOA members without unduly impairing the HOA's ability to perform its functions.[5]

HOA Regulation

There is, generally speaking, no state agency or other body that regulates HOAs in Florida; indeed, the HOA Act enshrines the Legislature's belief that it is not in the best interests of HOAs or an individual HOA's members to create or impose a bureau or other agency of state government to regulate HOAs.[6] Thus, most disputes between an HOA and a member thereof must be resolved through litigation where they cannot be resolved through negotiations between parcel owners and the HOA's board members; however, the Legislature has recognized the importance of, and provided for, an expedited alternative dispute resolution process for HOA election and recall disputes and pre-suit mediation of other disputes involving covenant enforcement, overseen by the Division of Condominiums, Timeshares, and Mobile Homes ("Division") within the Department of Business and Professional Regulation ("DBPR").[7]

Governing Documents

An HOA's "governing documents" include the:

- Declaration of covenants, which establishes the HOA's existence and acts as the HOA's constitution. Recorded in the public records in which the community subject to the declaration lies, such a document subjects parcels of land to the HOA's control, and lays out the HOA's and parcel owners' respective rights and responsibilities.
- Articles of incorporation, which formally creates the HOA as a legal entity. Filed with the Department of State, such a document outlines basic information about the HOA, including its name, purpose, location, and structure.
- Bylaws, which establish rules governing how the HOA will operate. Such a document covers matters such as board and member meeting procedures, board election procedures, and board powers and duties.[8]
- Rules and regulations, which provide more specific guidelines for daily life within the HOA.[9]

An HOA's governing documents are contracts between the HOA and its members which govern the relationship between such parties and run with the land, such that the rights and obligations thereunder are passed from member to member through the sale and purchase of parcels in the HOA.[10]

Official Records

The HOA Act requires the HOA to maintain specified documents, which constitute the HOA's official records, for at least 7 years, unless the HOA's governing documents require retention for a longer time period. Such documents include copies of the HOA's governing documents and:

- The minutes of all board and member meetings.
- A current roster of all members and their designated mailing addresses and parcel identifications.

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[5] Ss. 720.3015 and 720.302, F.S.

[6] In contrast, Florida law provides a robust regulatory scheme for condominiums and cooperatives, overseen by the Florida Division of Condominiums, Timeshares, and Mobile Homes within the Florida Department of Business and Professional Regulation. Such scheme requires condominiums and cooperatives to register with and pay an annual fee to the Division, and allows association members to file complaints with the Division relating to their association; however, the Division only has the authority to investigate complaints relating to financial matters; elections; recalls; the maintenance of and unit owner access to association records; the procedural aspects of meetings; conflict of interest disclosure; removal of board directors and officers; and the procedural completion of a structural reserve study. Florida law also gives the Division the authority to audit, inspect, and file administrative complaints against the complained-of association or its managers, and, through the Office of the Condominium Ombudsman, to act as a neutral resource for condominium owners and to monitor condominium elections in specified circumstances. S. 720.302, F.S.; *see, generally*, chs. 718, 719, and 721, F.S.; Florida Department of Business and Professional Regulation, *Condominiums and Cooperatives – FAQs*, https://www2.myfloridalicense.com/condominiums-and-cooperatives/faqs (last visited Apr. 3, 2025).

[7] S. 720.302(2), F.S.

[8] S. 720.301, F.S.

[9] See generally s. 720.303, F.S.

[10] W*oodside Vill. Condo. Ass'n v. Jahren,* 806 So. 2d 452, 456 (Fla. 2002) (quoting *Pepe v. Whispering Sands Condo. Ass'n,* 351 So. 2d 755, 757 (Fla. 2d DCA 1977)).

- All of the HOA's insurance policies or a copy thereof.
- A current copy of all contracts to which the HOA is a party.
- The HOA's financial and accounting records.
- A copy of the disclosure summary.
- Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by parcel owners, which must be maintained for at least one year after the date of the election, vote, or meeting.
- All other written records of the HOA not specifically named which are related to the HOA's operation.[11]

Further, an HOA with 100 or more parcels must post specified documents on its website or make such documents available through an application that can be downloaded on a mobile device.[12]

The official records must generally be maintained within this state and made available to a parcel owner for inspection or photocopying within 45 miles of the community or within the county in which the HOA is located within 10 business days after receipt by the board or its designee of a written request from the parcel owner; such a requirement may be met by having a copy of the official records available for inspection or copying in the community, by making the records available to a parcel owner electronically via the Internet, or by allowing the records to be viewed in electronic format on a computer screen and printed upon request.[13] If the HOA has a photocopy machine available where the records are maintained, it must provide parcel owners with copies on request during the inspection if the entire request is limited to no more than 25 pages, and an HOA must allow a member to use a portable device to make an electronic copy of the official records without charging a fee to a member for the use of such a portable device.[14]

Where an HOA fails to provide access to the records within 10 business days after receipt of a written request to inspect the records from a parcel owner, there is a rebuttable presumption that the HOA willfully failed to comply with the HOA Act's records access requirements.[15] A member denied access to official records is entitled to recover from the HOA his or her actual damages or minimum damages for such a willful failure, with the minimum damages set at $50 per calendar day, up to 10 days.[16] Criminal penalties may also apply to certain willful and knowing misconduct pertaining to an HOA's official records.[17]

[11] S. 720.303, F.S.
[12] *Id.*
[13] *Id.*
[14] *Id.*
[15] *Id.*
[16] *Id.*
[17] *Id.*

Elections and Recalls

Elections

The HOA Act mandates that HOA board member elections be conducted in accordance with the procedures set forth in the HOA's governing documents and occur, where an election is required, at the annual meeting or as provided in the governing documents.[18] Under the Act, all HOA members are generally eligible to serve on the HOA's board, and a member may nominate himself or herself as a candidate for the board at a meeting during which the election is to be held.[19] However, any member who is delinquent in the payment of any fee, fine, or other monetary obligation to the HOA on the day that he or she could last nominate himself or herself or be nominated for election to the board may not seek such election, and his or her name may not be listed on the ballot.[20]

Notice of an annual election must be provided to all members and members have the right, unless otherwise provided in the Act or in the governing documents, to vote for board members either in person or by proxy.[21] To be valid, a proxy must be dated, state the date, time, and place of the meeting for which it was given, and be signed by the authorized person who executed the proxy; further, a proxy is only effective for the specific meeting for which it was originally given, and as the meeting may be lawfully adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given.[22]

Recalls

Under the HOA Act, any member of the HOA's board may generally be recalled and removed from office with or without cause by a majority of the total voting interests through an agreement in writing or by written ballot without a membership meeting; where a recall is by agreement or ballots, the agreement or ballots (or a copy thereof) must be served on the HOA by certified mail or by personal service as specified in the HOA Act.[23] Further, if the governing documents allow, the members may also recall and remove a board director by a vote taken at a meeting, and a special meeting to recall a director may be called by 10 percent of the voting interests giving notice of the meeting as required for a member meeting.[24]

Regardless of the recall mechanism the members use the board must notice and hold a board meeting within 5 full business days of receipt of the agreement or ballots or of the recall meeting, as applicable.[25] At such board meeting, the board must either certify the recall, resulting in the immediate recall of the subject board member, or, within 5 full business days of the meeting, challenge the recall by filing an action with a court of competent jurisdiction or a petition for binding arbitration with the Division.[26] If the board fails to duly notice and hold the required meeting, the member representative may file an arbitration petition or a civil action challenging the board's failure to act.[27] Further, a recalled board member may file an arbitration petition or a civil action to challenge the recall's validity within 60 days after the recall is deemed certified.[28]

Once a recall effort is certified, a recalled board member has 5 full business days from the recall's effective date to turn over all association records or property in his or her possession.[29] Where a board member fails to relinquish his or her office or turn over the records and property as required by the HOA Act, the circuit court of the county where the association maintains its principal office may, upon the HOA's petition, order the director's compliance.[30]

Voting Certificates

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[18] S. 720.306(2), F.S.
[19] S. 720.306(9)(a), F.S.
[20] S. 720.306(9)(b), F.S.
[21] S. 720.306(8), F.S.
[22] S. 720306(8)(a), F.S.
[23] S. 720.303, F.S.
[24] *Id.*
[25] *Id.*
[26] *Id.*
[27] *Id.*
[28] *Id.*
[29] *Id.*
[30] *Id.*

A "voting certificate" is a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a parcel within an HOA that is owned by more than one owner or by any entity.[31]

Suspension of Voting Rights

An HOA may suspend a member's voting rights for the nonpayment of any fine, fee, or other monetary obligation due to the HOA that is more than 90 days delinquent, after approval at a properly-notice board meeting and written notice to the member.[32] Where a voting interest is suspended, such voting interest must be subtracted from the total number of all voting interests available to take or approve an action, and the suspended voting interest may not be considered for any purpose, including, but not limited to, the percentage or number of voting interests:

- Necessary to constitute a quorum;
- Required to conduct an election; or
- Required to approve an action under the HOA Act or the governing documents.[33]

Any such suspension ends upon the full payment of all obligations currently due or overdue to the HOA.[34]

Dispute Resolution

Under the HOA Act, any election or recall dispute between a member and an HOA must be submitted to binding arbitration with the Division or filed with a court of competent jurisdiction.[35] The HOA Act also requires that the parties to certain other disputes participate in pre-suit mediation with a neutral third-party mediator before either party may file a lawsuit related to the matter in court; specifically, the disputes for which pre-suit mediation is required include disputes regarding:

- Use of or change to a parcel or the common areas and other covenant enforcement disputes;
- Amendments to the HOA's governing documents;
- Board meetings, or membership meetings not including election meetings; and
- Access to official association records.[36]

Where pre-suit mediation is not successful in resolving all the issues between the parties, the parties may then file the unresolved dispute in a court of competent jurisdiction or elect to enter into binding or non-binding arbitration with the Division.[37]

Assessments

An "assessment" is a sum of money payable, as authorized in the HOA's governing documents, by an HOA's members to the HOA, to the developer or other owner of common areas, or to recreational facilities and other properties serving the parcels.[38] When authorized by the governing documents, the HOA has a lien on each parcel to secure the payment of assessments.[39] Such a lien is generally effective from and relates back to the date on which the original declaration was recorded; however, as to first mortgages of record, the lien is effective from and after recording a claim of lien in the public records of the county in which the parcel is located.[40]
To be valid, an assessment lien must state the parcel's description, the record owner's name, the HOA's name and address, the assessment amount due, and the due date.[41] Such a lien secures all unpaid assessments that are due

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[31] Note that the HOA Act does not define "voting certificate" but does use the term in the same manner as it is used in the Condominium Act, in which the term is defined. S. 718.103, F.S.
[32] S. 720.305, F.S.
[33] *Id.*
[34] *Id.*
[35] S. 720.311, F.S.
[36] *Id.*
[37] *Id.*
[38] S. 720.301, F.S.
[39] S. 720.3085, F.S.
[40] *Id.*
[41] *Id.*

and that may accrue after the claim of lien's recording, and the person making payment is entitled to a satisfaction of the lien upon payment in full; however, where the lien goes unsatisfied and the HOA follows statutory notice procedures, the HOA may bring an action to foreclose an assessment lien in the same manner in which a mortgage is foreclosed.[42]

Financial Reports

Under the HOA Act, in a residential subdivision in which the owners of lots or parcels must pay mandatory maintenance or amenity fees to the subdivision developer or to the owners of the common areas, recreational facilities, and other properties serving the lots or parcels, the developer or owner of such areas, facilities, or properties must make public, within 60 days after the fiscal year's end, a complete financial report of the actual, total receipts of mandatory maintenance or amenity fees received by it, and an itemized listing of the expenditures made by it from such fees, for that year. Such report must be made public by mailing it to each lot or parcels owner in the subdivision, by publishing it in a publication regularly distributed within the subdivision, or by posting it in prominent locations in the subdivision. However, this requirement does not apply to amounts paid to:

- An HOA under chs. 617, 718, 721, or 723, F.S.; or to
- Local government entities, including special districts.

Recreational Covenants

Parcel owners in an HOA may be subject to recreational covenants which, in many instances, require the parcel owners to pay amenity or use fees to a private amenities owner. Such covenants are, typically, incorporated into an HOA's declaration of covenants.

Sales Disclosures

The HOA Act entitles a prospective purchaser of property governed by an HOA to a disclosure summary provided by the developer, or the seller where the developer is not the seller, which disclosure summary must be in the following form:

DISCLOSURE SUMMARY
FOR
(NAME OF COMMUNITY)

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.

2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.

3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS $ PER . YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS $ PER .

4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

[42] *Id.*

6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS $ PER .

7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE: PURCHASER:

Further, each contract entered into for the sale of property governed by an HOA must contain, in conspicuous type, a clause that states:

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

Amendment Application and the Contracts Clauses

In determining whether a law may be applied retroactively, courts first determine whether the law is procedural, remedial, or substantive in nature.[43] A purely procedural or remedial law may apply retroactively without offending the Constitution, but a substantive law generally may not apply retroactively absent clear legislative intent to the contrary.[44] However, even where the Legislature has expressly stated that a law will have retroactive application, a court may reject that application if the law impairs a vested right (such as those established by contract), creates a new obligation, or imposes a new penalty.[45] Further, where a law is designed to serve a remedial purpose, a court may decide not to apply the law retroactively where doing so "would attach new legal consequences to events completed before its enactment."[46]

As previously stated, an HOA's governing documents are contracts between the HOA and its members which govern the relationship between such parties and run with the land, such that the rights and obligations thereunder are passed from member to member through the sale and purchase of parcels in the HOA.[47] Though the HOA Act provides a regulatory scheme for HOAs, under the Contracts Clauses of the State and Federal Constitutions, parties are generally free to contract with one another without government interference; in other words, the legislature is generally not free to dictate the terms of a contract, or to impair existing contracts through the retroactive application of new laws.

[43] A procedural law merely establishes the means and methods for applying or enforcing existing duties or rights. A remedial law confers or changes a remedy, i.e., the means employed in enforcing an existing right or in redressing an injury. A substantive law creates, alters, or impairs existing substantive rights. *Windom v. State*, 656 So. 2d 432 (Fla. 1995); *St. John's Village I, Ltd. v. Dept. of State*, 497 So. 2d 990 (Fla. 5th DCA 1986); *McMillen v. State Dept. of Revenue*, 74 So. 2d 1234 (Fla. 1st DCA 1999).
[44] *State Farm Mutual Automobile Ins. Co. v. Laforet*, 658 So. 2d 55 (Fla. 1995).
[45] *Menendez v. Progressive Exp. Ins. Co., Inc.*, 35 So. 3d 873 (Fla. 2010).
[46] *L. Ross, Inc. v. R.W. Roberts Const. Co.*, 481 So. 2d 484 (Fla. 1986).
[47] W*oodside Vill. Condo. Ass'n,* 806 So. 2d at 456.

Thus, courts have found that whether or not an amendment to the HOA Act applies to a particular, pre-existing HOA (and thus modifies the terms of the HOA's governing documents) depends on whether or not the amendment is procedural, remedial, or substantive. Where the amendment is procedural or remedial, it will generally apply to all existing HOAs automatically (unless, as stated above, the amendment is remedial and a court finds that such application would attach new legal consequences to events completed before the amendment's enactment); however, where the amendment is substantive, the amendment's application to an existing HOA depends on whether or not the HOA's governing documents incorporate such amendments through the use of what is commonly called "Kaufman language" – that is, language incorporating the HOA Act "as it may be amended from time to time."[48] Without such language, the courts generally find, the HOA Act as it existed on the date the governing documents took effect controls, and a substantive amendment would not apply to such an HOA unless the HOA's members vote to amend[49] the governing documents to expressly incorporate it.[50]

BILL HISTORY

COMMITTEE REFERENCE	ACTION	DATE	STAFF DIRECTOR/ POLICY CHIEF	ANALYSIS PREPARED BY
Civil Justice & Claims Subcommittee	14 Y, 0 N, As CS	4/3/2025	Jones	Mawn
THE CHANGES ADOPTED BY THE COMMITTEE:	Removed a provision giving local law enforcement agencies the authority to audit and inspect HOAs for HOA Act violations; removed language requiring that an HOA's governing documents include "Kaufman language"; removed a provision declaring certain provisions in an HOA's governing documents void as against public policy; and defined "financial statements."			
Housing, Agriculture & Tourism Subcommittee			Curtin	Rodriguez
Judiciary Committee				

THIS BILL ANALYSIS HAS BEEN UPDATED TO INCORPORATE ALL OF THE CHANGES DESCRIBED ABOVE.

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[48] "Kaufman language" derives from *Kaufman v. Shere*, in which the court found that a Condominium Act amendment applied to an existing condominium association as the association's governing documents incorporated the provisions of the Condominium Act "as it may be amended from time to time." 347 So.2d 627 (Fla. 3d DCA 1977).

[49] Unless otherwise provided in the governing documents, an HOA's governing documents may generally be amended by an affirmative two-thirds vote of the members. S. 720.306, F.S.

[50] See, e.g., *Beacon Hill Homeowners' Assoc., Inc. v. Colfin Ah-Florida 7, LLC*, 221 So. 3d 710 (Fla. 3d DCA 2017).

A bill to be entitled

An act relating to homeowners' associations; amending s. 720.301, F.S.; revising definitions; defining the term "financial statements"; amending s. 720.302, F.S.; revising the purpose and scope of ch. 720, F.S.; providing legislative findings; requiring the Office of the Condominium Ombudsman, upon petition, to appoint a specified employee or attorney to monitor the homeowners' association election of directors; requiring that all costs for such monitoring be borne by the association; requiring the Division of Florida Condominiums, Timeshares, and Mobile Homes to adopt rules and procedures; providing applicability; amending s. 720.303, F.S.; prohibiting the suspension of a parcel owner's or member's voting rights when voting on the recall of a board member; providing that any specified prior suspensions have no effect for any recall; requiring a recall agreement to be served on an association by registered mail, rather than by certified mail or by personal service; removing the requirement that a board perform certain actions to either certify or not certify the written ballots or written agreements to recall a director of a board; providing construction; requiring a board to duly notice and hold a meeting of the board within a

specified timeframe after receipt of a recall agreement; providing that board members are recalled effective immediately upon the conclusion of a board meeting, provided the recall is facially valid; specifying the timeframe in which a recalled board member must return to the board specified property belonging to the association; providing that the board may reject a parcel owner's recall agreement under certain circumstances; providing a rebuttable presumption that a parcel owner executing the recall agreement is the designated voter for the parcel; prohibiting an association from enforcing a voting certificate requirement under certain circumstances; removing the provision that board members may be recalled and removed by a vote taken at a meeting; removing the provision that a special meeting may be convened to recall a director or directors of the board if called by a specified percentage of the voting interests; removing the prohibition against electronic transmission being used as a method of giving notice of such a meeting; removing the requirement that a board file an action with a court or file with the Department of Business and Professional Regulation a petition for binding arbitration within a specified timeframe if the board

does not certify the written agreement or written ballots to recall a director; removing the provision that board members who voted at a meeting or who executed an agreement in writing constitute one party under the petition for arbitration or court action; removing the provision that a recall is effective upon the final order of the court or the mailing of the final order of arbitration to the association; requiring that recalled board members turn over specified property of the association to the board within a specified timeframe; revising the timeframe in which such petition or action must be filed; requiring that the association be named as the respondent in such petition or action; providing that a petition or action filed by a board member who has been recalled may challenge the facial validity of the recall agreement or the substantial compliance with the procedural requirements for a recall; requiring that a board member be reinstated and a recall be deemed null and void if an arbitrator or a court determines that a recall was invalid; providing that a prevailing party is entitled to recover reasonable attorney fees and costs if certain findings are made; amending s. 720.306, F.S.; removing the requirement that secret ballots cast by members who are not in

attendance at a meeting be mailed or delivered to the association in a specified manner; removing the requirement that a valid ballot be cast once confirmed valid; removing the requirement that a ballot for a lot that has more than one ballot submitted be disqualified; removing the provision that any ballot received after the closing of the balloting may not be considered; removing the provision that a member may nominate himself or herself as a candidate for the board at a meeting where the election is held, provided certain conditions are met; requiring that board members be elected by written ballot or voting machine; prohibiting the use of proxies in electing the board in general elections or in elections to fill vacancies; requiring the association to mail, deliver, or electronically transmit, by separate association mailing or included in another association mailing, delivery, or electronic transmission, to each member entitled to vote a first notice of the date of the election a specified timeframe before the election; requiring a member intending to be a candidate for the board to give written notice of his or her intent a specified timeframe before the election; requiring the association to send a second notice of the election, with the written notice of the annual meeting and

agenda, to all members entitled to vote, together with a ballot that lists all candidates; requiring that an information sheet be sent in the second notice at the request of a candidate; providing requirements for such information sheet; requiring that the candidate furnish the information sheet to the association within a specified timeframe; requiring the association to bear the costs of mailing, delivering, or electronically transmitting the information sheet; providing that the association is not liable for the content of the information sheet; authorizing the association to print the information sheet on both sides of the paper; requiring that elections be decided by a plurality of ballots cast; providing that there are no quorum requirements; providing an exception; prohibiting a member from authorizing any other person to cast his or her ballot; providing that any improperly cast ballots are invalid; providing penalties; authorizing a member who requires assistance to cast a ballot to seek such assistance; requiring the election to occur on the date of the annual meeting; providing that an election is not required unless more candidates file notices of intent to run or are nominated than there are vacancies on the board; providing that such candidates become board

members upon the adjournment of the annual meeting under certain circumstances; providing applicability; requiring that a candidate for board membership be eligible at the time of the mailing, delivery, or electronic transmission of the candidate's notice of intent to be a candidate; prohibiting co-owners of a parcel from serving together; providing exceptions; removing the prohibition against write-in nominations being permitted under certain circumstances and that qualified candidates seeking nomination must commence their service on the board of directors, regardless of whether a quorum is attained at the annual meeting; removing the requirement that boards of directors be elected by a plurality of votes unless otherwise provided by the governing documents; removing the provision that any challenge to the election process be commenced within a specified timeframe after the election results are announced; providing that a person who is delinquent in the payment of any assessments is not eligible to be a candidate; providing that a director or an officer is delinquent if payment is not made by a specified due date identified in the declaration, 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 declaration, bylaws, or articles of incorporation; removing the definition of the term "any fee, fine, or other monetary obligation"; providing that the terms of all board members expire at the annual meeting and that such board members may stand for reelection unless prohibited by the association's declaration, bylaws, or articles of incorporation, if certain conditions are met; amending s. 720.3086, F.S.; providing requirements for financial reporting by a private amenities owner; providing applicability; amending s. 720.311, F.S.; providing that a certain action filed be tried without a jury; providing that the parties are entitled to an immediate hearing; authorizing the court to limit the time for taking testimony; authorizing the party filing an action to request a temporary injunction for a certain purpose; authorizing a party to remove an action for arbitration and seek a trial de novo in circuit court; removing the requirement that the Department of Business and Professional Regulation adopt rules; requiring that an association be ordered, by judgment or decree, to pay a prevailing parcel owner's reasonable attorney fees and costs; providing that compensation or fees of an attorney may be included in

the judgment or decree rendered in such action or in a separate judgment or decree; prohibiting any other recovery of attorney fees or costs, with an exception; amending s. 720.401, F.S.; requiring prospective purchasers of a parcel subject to association membership to be provided with certain documents, in addition to the disclosure summary, before executing a contract; authorizing prospective purchasers to cancel their contract within a specified timeframe under certain circumstances; specifying that the 3-day cancellation period does not include Saturdays, Sundays, and legal holidays; reenacting ss. 720.3033(4)(b) and 720.405(6), F.S., relating to officers and directors and organizing committee parcel and parcel owner approval, respectively, to incorporate the amendment made to s. 720.306, F.S., in references thereto; creating part IV of ch. 720, F.S., entitled "Recreational Covenants"; creating s. 720.408, F.S.; providing definitions; creating s. 720.409, F.S.; providing legislative findings; providing the scope and applicability of the part; creating s. 720.412, F.S.; providing requirements for recreational covenants recorded on or after a specified date; providing requirements for recreational covenants recorded before a specified

date; providing the maximum annual increase of amenity expenses for certain recreational covenants; authorizing a private amenities owner to increase amenity expenses under certain conditions; providing that a homeowners' association is not responsible for collecting or remitting amenity dues; prohibiting certain expenses and costs from being included as amenity expenses; providing that a parcel owner or the tenant of a parcel owner retains certain rights even if a recreational covenant is terminated or the private amenities owner suspends the use of the privately-owned recreational amenities; specifying that a recreational covenant is not a governing document of a homeowners' association; providing legislative intent; providing construction; creating s. 720.413, F.S.; requiring each contract entered into on or after a date certain for the sale of a residential parcel governed by a homeowners' association to include a specified disclosure summary; requiring a developer or parcel owner selling the parcel to provide such disclosure summary to a prospective purchaser; providing that a contract or agreement for sale of a parcel is voidable under certain circumstances; providing the method in which such contract or agreement is voidable; amending ss.

336.125, 558.002, 617.0725, 718.116, and 720.3085, F.S.; conforming cross-references; providing an effective date.

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

Section 1. Subsections (8) through (13) of section 720.301, Florida Statutes, are renumbered as subsections (9) through (14), respectively, subsection (1) and present subsections (8) and (10) of that section are amended, and a new subsection (8) is added to that section, to read:

720.301 Definitions.—As used in this chapter, the term:

(1) "Assessment" ~~or "amenity fee"~~ means a sum or sums of money payable to the association~~, to the developer or other owner of common areas, or to recreational facilities and other properties serving the parcels by the owners of one or more parcels~~ as authorized in the governing documents, which if not paid by the owner of a parcel, can result in a lien against the parcel by the association.

(8) "Financial statements" means a comprehensive report prepared in accordance with generally accepted accounting principles which accurately reflects the financial condition and operations of the homeowners' association for a specified reporting period. At a minimum, this report must include a balance sheet, an income and expense statement, a budget

comparison, and a complete set of bank statements for all association accounts, including copies of check images for all disbursements made during the reporting period.

(9)(a) ~~(8)~~ "Governing documents" means both of the following:

1. ~~(a)~~ Subject to paragraph (b), the recorded declaration of covenants for a community and all duly adopted and recorded amendments, supplements, and recorded exhibits thereto.~~; and~~

2. ~~(b)~~ The articles of incorporation and bylaws of the homeowners' association and any duly adopted amendments thereto.

(b) Consistent with s. 720.302(3)(b), recreational covenants relating to privately-owned recreational amenities as set forth in part IV of this chapter may not be considered governing documents of an association, even if such recreational covenants are attached as exhibits to a declaration of covenants for a community. This paragraph is remedial in nature and intended to clarify existing law.

(11) ~~(10)~~ "Member" means a member of an association, and may include, but is not limited to, a parcel owner or an association representing parcel owners or a combination thereof, and includes any person or entity obligated by the governing documents to pay an assessment to the association ~~or amenity fee~~.

Section 2. Subsections (1) and (2) and paragraph (b) of subsection (3) of section 720.302, Florida Statutes, are amended

to read:

720.302 Purposes, scope, and application.—

(1) This chapter defines the property rights of individually owned and shared real property in a manner that is intended to protect and preserve the private property rights of the individual owners and the public policy of preserving environmental protections and public safety. This chapter creates standards for the preservation of property, including, but not limited to, the preservation of the taxable value of the property. This chapter is intended to create transparency of management of the property and the transferability of ownership interests in the property ~~The purposes of this chapter are to give statutory recognition to corporations not for profit that operate residential communities in this state, to provide procedures for operating homeowners' associations, and to protect the rights of association members without unduly impairing the ability of such associations to perform their functions~~.

(2)(a) The Legislature recognizes that it is not in the best interest of homeowners' associations or the individual association members thereof to create or impose a bureau or other agency of state government to regulate the affairs of homeowners' associations. However, in accordance with s. 720.311, the Legislature finds that homeowners' associations and their individual members will benefit from an expedited

alternative process for resolution of election and recall disputes and presuit mediation of other disputes involving covenant enforcement and authorizes the department to hear, administer, and determine these disputes as more fully set forth in this chapter. Further, the Legislature recognizes that certain contract rights have been created for the benefit of homeowners' associations and members thereof before the effective date of this act and that ss. 720.301-720.407 are not intended to impair such contract rights, including, but not limited to, the rights of the developer to complete the community as initially contemplated.

(b)1. Further, the Legislature finds that homeowners' associations and their individual members will benefit from oversight of the election of directors, and the Legislature authorizes the Office of the Condominium Ombudsman to appoint an election monitor to attend the annual meeting of the members and to conduct the election of directors.

2. Upon receipt of a petition of 10 percent of the total voting interests in the homeowners' association or eight members, whichever is greater, the ombudsman shall appoint a division employee, a person specializing in election monitoring, or an attorney licensed to practice in this state as the election monitor. All costs associated with the election monitoring process must be borne by the association. The division shall adopt rules establishing procedures for the

appointment of such monitors, including the scope and extent of the monitors' role in the election process. This subparagraph does not apply to any election conducted in accordance with the bylaws of the association.

(3) This chapter does not apply to:

(b) The commercial or industrial parcels or privately-owned recreational amenities in a community that contains both residential parcels and parcels intended for commercial or industrial use. However, privately-owned recreational amenities are subject to and governed by s. 720.3086(2) and part IV of this chapter.

Section 3. Paragraphs (e) through (l) of subsection (10) of section 720.303, Florida Statutes, are redesignated as paragraphs (d) through (k), respectively, present paragraphs (a) through (d), (f), (g), (j), (k), and (l) of subsection (10) are amended, and paragraph (b) of subsection (4) of that section is republished to read:

720.303 Association powers and duties; meetings of board; official records; budgets; financial reporting; association funds; recalls.—

(4) OFFICIAL RECORDS.—

(b)1. By January 1, 2025, an association that has 100 or more parcels shall post the following documents on its website or make available such documents through an application that can be downloaded on a mobile device:

a. The articles of incorporation of the association and each amendment thereto.

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

c. The declaration of covenants and a copy of each amendment thereto.

d. The current rules of the association.

e. A list of all current executory contracts or documents to which the association is a party or under which the association or the parcel 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.

f. The annual budget required by subsection (6) and any proposed budget to be considered at the annual meeting.

g. The financial report required by subsection (7) and any monthly income or expense statement to be considered at a meeting.

h. The association's current insurance policies.

i. The certification of each director as required by s. 720.3033(1)(a).

j. All contracts or transactions between the association and any director, officer, corporation, firm, or association that is not an affiliated homeowners' association or any other entity in which a director of an association is also a director

or an officer and has a financial interest.

k. Any contract or document regarding a conflict of interest or possible conflict of interest as provided in ss. 468.436(2)(b)6. and 720.3033(2).

l. Notice of any scheduled meeting of members and the agenda for the meeting, as required by s. 720.306, at least 14 days before such meeting. The notice must be posted in plain view on the homepage 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 homepage. The association shall also post on its website or application any document to be considered and voted on by the members during the meeting or any document listed on the meeting agenda at least 7 days before the meeting at which such document or information within the document will be considered.

m. Notice of any board meeting, the agenda, and any other document required for such meeting as required by subsection (3), which must be posted on the website or application no later than the date required for notice under subsection (3).

2. 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 parcel owners and employees of the association.

3. Upon written request by a parcel owner, the association

must provide the parcel owner with a username and password and access to the protected sections of the association's website or application which contains the official documents of the association.

4. The association shall ensure that the information and records described in paragraph (5)(g), which are not allowed to be accessible to parcel owners, are not posted on the association's website or application. If protected information or information restricted from being accessible to parcel owners is included in documents that are required to be posted on the association's website or application, the association must ensure the information is redacted before posting the documents. Notwithstanding the foregoing, the association or its authorized agent is not liable for disclosing information that is protected or restricted under paragraph (5)(g) unless such disclosure was made with a knowing or intentional disregard of the protected or restricted nature of such information.

(10) RECALL OF DIRECTORS.—

(a)1. Regardless of any provision to the contrary contained in the governing documents, subject to ~~the provisions of~~ s. 720.307 regarding transition of association control, any member of the board of directors may be recalled and removed from office with or without cause by a majority of the total voting interests. The voting rights of a parcel owner or member may not be suspended when voting on the recall of a board

director, and any prior suspension of voting rights pursuant to s. 720.305(4) shall have no effect on a recall vote.

2. When the governing documents, including the declaration, articles of incorporation, or bylaws, provide that only a specific class of members is entitled to elect a board director or directors, only that class of members may vote to recall those board directors so elected.

(b)1. Board directors may be recalled by an agreement ~~in writing or by written ballot~~ without a membership meeting. The recall agreement ~~in writing or the written ballots~~, 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.

~~2. The board shall duly notice and hold a meeting of the board within 5 full business days after receipt of the agreement in writing or written ballots. At the meeting, the board shall either certify the written ballots or written agreement to recall a director or directors of the board, in which case such director or directors shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the association in their possession, or proceed as described in paragraph (d).~~

2. If ~~3. When~~ it is determined by the department pursuant to binding arbitration proceedings or the court in an action filed in a court of competent jurisdiction that an initial

recall effort was defective, ~~written~~ recall agreements ~~or written ballots~~ used in the first recall effort and not found to be defective may be reused in one subsequent recall effort. However, in no event is a recall ~~written~~ agreement ~~or written ballot~~ valid for more than 120 days after it has been signed by the member.

3.~~4.~~ Any rescission or revocation of a member's ~~written~~ recall ~~ballot or~~ agreement must be in writing and~~, in order to be effective, must be~~ delivered to the association before the association is served with the ~~written~~ recall agreement~~s or ballots~~. This subparagraph must be liberally construed to ensure a parcel 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 playing no part in the discharge of a parcel owner's voting rights.

4.~~5.~~ The recall agreement ~~in writing or ballot~~ must ~~shall~~ list at least as many possible replacement directors as there are directors subject to the recall, when at least a majority of the board is sought to be recalled; the person executing the recall instrument may vote for as many replacement candidates as there are directors subject to the recall.

(c)1. The board shall duly notice and hold a meeting of the board within 5 business days after receipt of the recall agreement. The board member or members are recalled effective immediately upon the conclusion of the board meeting, provided

that the recall is facially valid. A recalled member must return to the board all records and property of the association in his or her possession within 10 business days after being recalled.

2. A parcel owner's recall agreement is facially invalid and may be rejected by the board if:

a. The parcel owner failed to properly serve notice of the recall agreement;

b. The recall agreement was executed by a person who was not a parcel's record owner or designated voter;

c. The recall agreement was marked before the removal of a board member;

d. The recall agreement does not contain any marking indicating the selection by the parcel owner to either remove or retain a board member; or

e. The recall agreement does not contain the signature of the parcel owner or designated voter.

3. There is a rebuttable presumption that a parcel owner executing the recall agreement is the designated voter for the parcel. An association may not enforce a voting certificate requirement if the association has not enforced such requirement in all matters in the year immediately preceding service of the recall agreement ~~If the declaration, articles of incorporation, or bylaws specifically provide, the members may also recall and remove a board director or directors by a vote taken at a meeting~~. ~~If so provided in the governing documents, a special~~

~~meeting of the members to recall a director or directors 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 members, 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.~~

~~2. The board shall duly notice and hold a board meeting within 5 full business days after the adjournment of the member meeting to recall one or more directors. At the meeting, the board shall certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the association in their possession, or shall proceed as set forth in paragraph (d).~~

~~(d) If the board determines not to certify the written agreement or written ballots to recall a director or directors of the board or does not certify the recall by a vote at a meeting, the board shall, within 5 full business days after the meeting, file an action with a court of competent jurisdiction or file with the department a petition for binding arbitration under the applicable procedures in ss. 718.112(2)(l) and 718.1255 and the rules adopted thereunder. For the purposes of this section, the members who voted at the meeting or who executed the agreement in writing shall constitute one party~~

~~under the petition for arbitration or in a court action. If the arbitrator or court certifies the recall as to any director or directors of the board, the recall will be effective upon the final order of the court or the mailing of the final order of arbitration to the association. The director or directors so recalled shall deliver to the board any and all records of the association in their possession within 5 full business days after the effective date of the recall.~~

(d) ~~(f)~~ If the board fails to duly notice and hold a board meeting within 5 full business days after service of a recall ~~an~~ agreement ~~in writing or within 5 full business days after the adjournment of the member recall meeting~~, the recall is ~~shall be~~ deemed effective and the board member or members ~~directors~~ so recalled must ~~shall immediately~~ turn over to the board all records and property of the association within 10 full business days.

(e) ~~(g)~~ If the board fails to duly notice and hold the required meeting or at the conclusion of the meeting the board determines that the recall is facially invalid ~~fails to file the required petition or action~~, the parcel owner representative may file a petition ~~or a court action~~ under s. 718.1255 or file an action in a court of competent jurisdiction challenging the board's failure to act or determination that the recall is invalid. The petition or court action must be filed within 30 ~~60~~ days after the expiration of the applicable 5-full-business-day

period. The review of a petition or court action under this paragraph is limited to the sufficiency of service on the board and the facial validity of the recall ~~written~~ agreement ~~or ballots filed~~. The association must be named as the respondent.

(f) ~~(j)~~ When the recall of more than one board member ~~director~~ is sought, the recall ~~written~~ agreement must~~, ballot, or vote at a meeting shall~~ provide for a separate vote for each board member ~~director~~ sought to be recalled.

(g) ~~(k)~~ A board member who has been recalled may file an action with a court of competent jurisdiction or a petition under ss. 718.112(2)(l) and 718.1255 and the rules adopted challenging the validity of the recall. The petition or court action must be filed within 45 ~~60~~ days after the recall is deemed certified. The association and the parcel owner representative must ~~shall~~ be named as respondents. The petition or the court action may challenge the facial validity of the recall agreement or the substantial compliance with the procedural requirements for the recall. If the arbitrator or the court determines that the recall was invalid, the arbitrator or the court must immediately reinstate the petitioning board member and deem the recall null and void. A board member who prevails is entitled to recover reasonable attorney fees and costs from the respondents. The arbitrator or the court may award reasonable attorney fees and costs to a respondent if they prevail, provided the arbitrator or the court makes a finding

that the petitioner's claim is frivolous.

(h) ~~(1)~~ The division or a court of competent jurisdiction may not accept for filing a recall petition or action, whether filed under paragraph (e) or paragraph (g) ~~(b), paragraph (c), paragraph (g), or paragraph (k)~~ and regardless of whether the recall was certified, when there are 60 or fewer days until the scheduled reelection of the board member sought to be recalled or when 45 ~~60~~ or fewer days have not elapsed since the election of the board member sought to be recalled.

Section 4. Subsections (8) and (9) of section 720.306, Florida Statutes, are amended, and paragraph (g) of subsection (1) of that section is republished, to read:

720.306 Meetings of members; voting and election procedures; amendments.—

(1) QUORUM; AMENDMENTS.—

(g) A notice required under this section must be mailed or delivered to the address identified as the parcel owner's mailing address in the official records of the association as required under s. 720.303(4), or electronically transmitted in a manner authorized by the association if the parcel owner has consented, in writing, to receive notice by electronic transmission.

(8) PROXY VOTING.—The members have the right, unless otherwise provided in this subsection or in the governing documents, to vote in person or by proxy.

~~(a)~~ To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

~~(b) If the governing documents permit voting by secret ballot by members who are not in attendance at a meeting of the members for the election of directors, such ballots must be placed in an inner envelope with no identifying markings and mailed or delivered to the association in an outer envelope bearing identifying information reflecting the name of the member, the lot or parcel for which the vote is being cast, and the signature of the lot or parcel owner casting that ballot. If the eligibility of the member to vote is confirmed and no other ballot has been submitted for that lot or parcel, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. If more than one ballot is submitted for a lot or parcel, the~~

~~ballots for that lot or parcel shall be disqualified. Any vote by ballot received after the closing of the balloting may not be considered.~~

(9) ELECTIONS AND BOARD VACANCIES.—

(a) Elections of directors must be conducted in accordance with the procedures set forth in this subsection ~~the governing documents of the association~~. Except as provided in paragraph (b), all members of the association are eligible to serve on the board of directors~~, and a member may nominate himself or herself as a candidate for the board at a meeting where the election is to be held; provided, however, that if the election process allows candidates to be nominated in advance of the meeting, the association is not required to allow nominations at the meeting~~. An election is not required unless more candidates are nominated than vacancies exist.

1. The members of the board must be elected by written ballot or voting machine. Proxies may not be used in electing the board in general elections or in elections to fill vacancies caused by recall, resignation, or otherwise.

2. At least 60 days before a scheduled election, the association must mail, deliver, or electronically transmit, by separate association mailing or included in another association mailing, delivery, or electronic transmission, including regularly published newsletters, to each member entitled to vote a first notice of the date of the election.

3. A member intending 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 the scheduled election.

4. Together with the written notice of the annual meeting and agenda, the association must mail, deliver, or electronically transmit a second notice of the election to all members entitled to vote, together with a ballot that lists all candidates.

5. Upon the request of a candidate, an information sheet must also be made available for the mailed, delivered, or electronically transmitted second notice of the election. Such information sheet may not be larger than 8 1/2 by 11 inches. The candidate must furnish the information sheet to the association no later than 35 days before the election. The association shall bear the costs of mailing, delivering, or electronically transmitting the information sheet. The association is not liable for the content of the information sheet. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper.

6. Elections must be decided by a plurality of ballots cast. There are no quorum requirements; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election. A member may not authorize any other person to cast his or her ballot, and any ballot improperly cast is deemed invalid. A member who violates this subparagraph may

be fined by the association under s. 720.305.

7. A member who requires assistance in casting a ballot may seek such assistance as prescribed under s. 101.051.

8. The election must occur on the date of the annual meeting.

9. Notwithstanding this paragraph, an election is not required unless more candidates file notices of intent to run or are nominated than there are vacancies on the board. If the number of board members whose terms expire at the annual meeting equals or exceeds the number of candidates, the candidates become board members effective upon the adjournment of the annual meeting.

10. This paragraph applies to all elections for directors where the process for the election is scheduled to commence on or after October 1, 2025.

(b) A member desiring to be a candidate for board membership must be eligible to be a candidate to serve on the board at the time of the mailing, delivery, or electronic transmission of a notice of intent to be a candidate. Co-owners of a parcel may not serve together as members of the board unless they own more than one parcel, or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy ~~If an election is not required because there are either an equal number or fewer qualified candidates than vacancies exist, and if nominations from the floor are not~~

~~required pursuant to this section or the bylaws, write-in nominations are not permitted and such qualified candidates shall commence service on the board of directors, regardless of whether a quorum is attained at the annual meeting. Except as otherwise provided in the governing documents, boards of directors must be elected by a plurality of the votes cast by eligible voters. Any challenge to the election process must be commenced within 60 days after the election results are announced~~.

~~(b)~~ A person who is delinquent in the payment of any assessment due to the association is not eligible to be a candidate for board membership ~~any fee, fine, or other monetary obligation to the association on the day that he or she could last nominate himself or herself or be nominated for the board may not seek election to the board~~, and his or her name may ~~shall~~ not be listed on the ballot. A person serving as a board member who becomes more than 90 days delinquent in the payment of any assessment due to the association is ~~fee, fine, or other monetary obligation to the association shall be~~ deemed to have abandoned his or her seat on the board, creating a vacancy on the board to be filled according to law. For purposes of this paragraph, a person is delinquent if a payment is not made by the due date as specifically identified by the declaration, bylaws, or articles of incorporation. If a due date is not specifically identified by the declaration, bylaws, or articles

of incorporation, the due date is the first day of the assessment period ~~the term "any fee, fine, or other monetary obligation" means any delinquency to the association with respect to any parcel~~. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, may not seek election to the board and is not eligible for board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the board. The validity of any action by the board is not affected if it is later determined that a person was ineligible to seek election to the board or that a member of the board is ineligible for board membership.

(c) Any election dispute between a member and an association must be submitted to binding arbitration with the division or filed with a court of competent jurisdiction. Such proceedings that are submitted to binding arbitration with the division must be conducted in the manner provided by s. 718.1255 and the procedural rules adopted by the division.

(d) Unless otherwise provided in the bylaws, any vacancy occurring on the board before the expiration of a term may be filled by an 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 the requirements of the governing documents. Unless otherwise provided in the bylaws, a board member appointed or elected under this section is appointed for the unexpired term of the seat being filled. Filling vacancies created by recall is governed by s. 720.303(10) and rules adopted by the division.

(e) If the staggered term of a board member does not expire until a later annual meeting, or if all the members' terms would otherwise expire but there are no eligible candidates, the terms of all board members must expire at the annual meeting, and such members may stand for reelection unless prohibited by the declaration, bylaws, or articles of incorporation.

Section 5. Section 720.3086, Florida Statutes, is amended to read:

720.3086 Financial report.—

(1) In a residential subdivision in which the owners of lots or parcels must pay mandatory maintenance or use ~~amenity~~ fees to the subdivision developer or to the owners of the common areas, ~~recreational~~ facilities, and other properties serving the lots or parcels, the developer or owner of such areas, facilities, or properties shall make public, within 60 days after ~~following~~ the end of each fiscal year, a complete

financial report of the actual, total receipts of mandatory maintenance or use ~~amenity~~ fees received by it, and an itemized listing of the expenditures made by it from such fees, for that year. Such report must ~~shall~~ be made public by mailing it to each lot or parcel owner in the subdivision, by publishing it in a publication regularly distributed within the subdivision, or by posting it in prominent locations in the subdivision. This subsection ~~section~~ does not apply to:

(a) Amounts paid to homeowner associations pursuant to chapter 617, chapter 718, chapter 719, chapter 721, or chapter 723;~~, or to~~

(b) Amounts paid to local governmental entities, including special districts; or

(c) Amounts paid to a private amenities owner. Amounts paid to private amenities owners are governed by subsection (2).

(2) In a residential subdivision in which a parcel owner must pay amenity dues owed to a private amenities owner, the private amenities owner shall make public, within 60 days after the end of each fiscal year, a complete financial report of the actual, total receipts of amenity dues received by the owner and an itemized list of the expenditures the owner made with respect to operational costs, expenses, or other amounts expended with respect to the operation of the privately-owned recreational amenities for that fiscal year. The private amenities owner must make the financial report available for inspection upon written

request from a parcel owner within the applicable subdivision. Such report must be made public to each parcel owner who is subject to the payment of the amenity dues by publishing a notice of the report's availability for inspection in a publication regularly distributed within the subdivision or by posting a notice in a prominent location in the subdivision, including in a prominent location within the privately-owned recreational amenities or other such properties. This subsection does not apply to:

(a) Assessments or other amounts paid to homeowners' associations pursuant to chapter 617, chapter 718, chapter 719, chapter 721, or chapter 723; or

(b) Amounts paid to local governmental entities, including special districts.

Section 6. Subsection (1) and paragraphs (a) and (c) of subsection (2) of section 720.311, Florida Statutes, are amended, and subsection (3) is added to that section, to read:

720.311 Dispute resolution.—

(1)(a) The Legislature finds that alternative dispute resolution has made progress in reducing court dockets and trials and in offering a more efficient, cost-effective option to litigation. The filing of any petition for arbitration or the serving of a demand for presuit mediation as provided for in this section shall toll the applicable statute of limitations. Any recall dispute filed with the department under s.

720.303(10) must ~~shall~~ be conducted by the department in accordance with ~~the provisions of~~ ss. 718.112(2)(l) and 718.1255 and the rules adopted by the division. In addition, the department shall conduct binding arbitration of election disputes between a member and an association in accordance with s. 718.1255 and rules adopted by the division. Election disputes and recall disputes are not eligible for presuit mediation; these disputes must be arbitrated by the department or filed in a court of competent jurisdiction. At the conclusion of an arbitration proceeding, the department shall charge the parties a fee in an amount adequate to cover all costs and expenses incurred by the department in conducting the proceeding. Initially, the petitioner shall remit a filing fee of at least $200 to the department. The fees paid to the department shall become a recoverable cost in the arbitration proceeding, and the prevailing party in an arbitration proceeding shall recover its reasonable costs and attorney fees in an amount found reasonable by the arbitrator.

(b) Any action filed pursuant to this section must be tried without a jury. The parties are entitled to an immediate hearing. However, the court may limit the time for taking testimony, considering the circumstances of the matter and the proximity of any succeeding election. Upon the division or the court rendering a judgment or decree against an association and in favor of a parcel owner, the division or the court shall

award to the parcel owner reasonable attorney fees and costs incurred in the action. When so awarded, compensation or fees and costs of the attorney may be included in the judgment or decree rendered in the action or in a separate judgment or decree. The party filing an action under this section may request the issuance of a temporary injunction to stay any upcoming election that may occur while the challenge is pending. ~~The department shall adopt rules to effectuate the purposes of this section~~.

(2)(a) Disputes between an association and a parcel owner regarding use of or changes to the parcel or the common areas and other covenant enforcement disputes, disputes regarding amendments to the association documents, disputes regarding meetings of the board and committees appointed by the board, membership meetings not including election meetings, and access to the official records of the association shall be the subject of a demand for presuit mediation served by an aggrieved party before the dispute is filed in court. Presuit mediation proceedings must be conducted in accordance with the applicable Florida Rules of Civil Procedure, and these proceedings are privileged and confidential to the same extent as court-ordered mediation. Disputes subject to presuit mediation under this section shall not include the collection of any assessment, fine, or other financial obligation, including attorney ~~attorney's~~ fees and costs, claimed to be due or any action to

enforce a prior mediation settlement agreement between the parties. Also, in any dispute subject to presuit mediation under this section where emergency relief is required, a motion for temporary injunctive relief may be filed with the court without first complying with the presuit mediation requirements of this section. After any issues regarding emergency or temporary relief are resolved, the court may either refer the parties to a mediation program administered by the courts or require mediation under this section. An arbitrator or judge may not consider any information or evidence arising from the presuit mediation proceeding except in a proceeding to impose sanctions for failure to attend a presuit mediation session or to enforce a mediated settlement agreement. Persons who are not parties to the dispute may not attend the presuit mediation conference without the consent of all parties, except for counsel for the parties and a corporate representative designated by the association. When mediation is attended by a quorum of the board, such mediation is not a board meeting for purposes of notice and participation set forth in s. 720.303. An aggrieved party shall serve on the responding party a written demand to participate in presuit mediation in substantially the following form:

STATUTORY OFFER TO PARTICIPATE
IN PRESUIT MEDIATION

The alleged aggrieved party, ..., hereby demands that ....., as the responding party, engage in mandatory presuit mediation in connection with the following disputes, which by statute are of a type that are subject to presuit mediation:

(List specific nature of the dispute or disputes to be mediated and the authority supporting a finding of a violation as to each dispute.)

Pursuant to section 720.311, Florida Statutes, this demand to resolve the dispute through presuit mediation is required before a lawsuit can be filed concerning the dispute. Pursuant to the statute, the parties are required to engage in presuit mediation with a neutral third-party mediator in order to attempt to resolve this dispute without court action, and the aggrieved party demands that you likewise agree to this process. If you fail to participate in the mediation process, suit may be brought against you without further warning.

The process of mediation involves a supervised

negotiation process in which a trained, neutral third-party mediator meets with both parties and assists them in exploring possible opportunities for resolving part or all of the dispute. By agreeing to participate in presuit mediation, you are not bound in any way to change your position. Furthermore, the mediator has no authority to make any decisions in this matter or to determine who is right or wrong and merely acts as a facilitator to ensure that each party understands the position of the other party and that all options for reasonable settlement are fully explored.

If an agreement is reached, it shall be reduced to writing and becomes a binding and enforceable commitment of the parties. A resolution of one or more disputes in this fashion avoids the need to litigate these issues in court. The failure to reach an agreement, or the failure of a party to participate in the process, results in the mediator declaring an impasse in the mediation, after which the aggrieved party may proceed to court on all outstanding, unsettled disputes. If you have failed or refused to participate in the entire mediation process, you will not be entitled to recover attorney ~~attorney's~~ fees, even if you prevail.

The aggrieved party has selected and hereby lists five certified mediators who we believe to be neutral and qualified to mediate the dispute. You have the right to select any one of these mediators. The fact that one party may be familiar with one or more of the listed mediators does not mean that the mediator cannot act as a neutral and impartial facilitator. Any mediator who cannot act in this capacity is required ethically to decline to accept engagement. The mediators that we suggest, and their current hourly rates, are as follows:

(List the names, addresses, telephone numbers, and hourly rates of the mediators. Other pertinent information about the background of the mediators may be included as an attachment.)

You may contact the offices of these mediators to confirm that the listed mediators will be neutral and will not show any favoritism toward either party. The Florida Supreme Court can provide you a list of certified mediators.

Unless otherwise agreed by the parties, section

720.311(2)(b), Florida Statutes, requires that the parties share the costs of presuit mediation equally, including the fee charged by the mediator. An average mediation may require three to four hours of the mediator's time, including some preparation time, and the parties would need to share equally the mediator's fees as well as their own attorney ~~attorney's~~ fees if they choose to employ an attorney in connection with the mediation. However, use of an attorney is not required and is at the option of each party. The mediators may require the advance payment of some or all of the anticipated fees. The aggrieved party hereby agrees to pay or prepay one-half of the mediator's estimated fees and to forward this amount or such other reasonable advance deposits as the mediator requires for this purpose. Any funds deposited will be returned to you if these are in excess of your share of the fees incurred.

To begin your participation in presuit mediation to try to resolve the dispute and avoid further legal action, please sign below and clearly indicate which mediator is acceptable to you. We will then ask the mediator to schedule a mutually convenient time and place for the mediation conference to be held. The

mediation conference must be held within ninety (90) days of this date, unless extended by mutual written agreement. In the event that you fail to respond within 20 days from the date of this letter, or if you fail to agree to at least one of the mediators that we have suggested or to pay or prepay to the mediator one-half of the costs involved, the aggrieved party will be authorized to proceed with the filing of a lawsuit against you without further notice and may seek an award of attorney ~~attorney's~~ fees or costs incurred in attempting to obtain mediation.

Therefore, please give this matter your immediate attention. By law, your response must be mailed by certified mail, return receipt requested, and by first-class mail to the address shown on this demand.

.....

.....

RESPONDING PARTY: YOUR SIGNATURE INDICATES YOUR AGREEMENT TO THAT CHOICE.

AGREEMENT TO MEDIATE

The undersigned hereby agrees to participate in presuit mediation and agrees to attend a mediation conducted by the following mediator or mediators who are listed above as someone who would be acceptable to mediate this dispute:

(List acceptable mediator or mediators.)

I/we further agree to pay or prepay one-half of the mediator's fees and to forward such advance deposits as the mediator may require for this purpose.

.....
Signature of responding party #1

.....
Telephone contact information

.....
Signature and telephone contact information of responding party #2 (if applicable)(if property is owned by more than one person, all owners must sign)

(c) If presuit mediation as described in paragraph (a) is not successful in resolving all issues between the parties, the

parties may file the unresolved dispute in a court of competent jurisdiction or elect to enter into binding or nonbinding arbitration pursuant to ~~the procedures set forth in~~ s. 718.1255 and rules adopted by the division, with the arbitration proceeding to be conducted by a department arbitrator or by a private arbitrator certified by the department. If all parties do not agree to arbitration proceedings following an unsuccessful presuit mediation, any party may file the dispute in court. A final order resulting from nonbinding arbitration is final and enforceable in the courts if a complaint for trial de novo is not filed in a court of competent jurisdiction within 30 days after entry of the order. As to any issue or dispute that is not resolved at presuit mediation, and as to any issue that is settled at presuit mediation but is thereafter subject to an action seeking enforcement of the mediation settlement, the prevailing party in any subsequent arbitration or litigation proceeding shall be entitled to seek recovery of all costs and attorney ~~attorney's~~ fees incurred in the presuit mediation process.

(3) Upon the mediator or the court rendering a judgment or decree against an association and in favor of a parcel owner, the mediator or the court shall award to the parcel owner reasonable attorney fees and costs incurred in the action. Attorney fees or costs relating to an action for the recall of a director may only be awarded as provided in this subsection or

as awarded as a sanction pursuant to s. 57.105.

Section 7. Subsection (1) of section 720.401, Florida Statutes, is amended to read:

720.401 Prospective purchasers subject to association membership requirement; disclosure required; covenants; assessments; contract cancellation.—

(1)(a) A prospective purchaser ~~parcel owner~~ in a community must be presented a disclosure summary before executing the contract for sale. The disclosure summary must be in a form substantially similar to the following form:

DISCLOSURE SUMMARY

FOR

(NAME OF COMMUNITY)

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.

2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.

3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS $.... PER ..... YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS $.... PER .....

4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE

RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS $.... PER .....

7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

9. YOU ACKNOWLEDGE THAT YOU ARE ENTITLED TO RECEIVE A CURRENT COPY OF THE ASSOCIATION'S BYLAWS, ARTICLES OF INCORPORATION, DECLARATION OF RESTRICTIONS, RULES AND REGULATIONS, NOTICES PERTAINING TO SPECIAL ASSESSMENTS, THE MOST RECENT FINANCIAL STATEMENTS, AND THE AGENDAS AND MINUTES FROM ALL ASSOCIATION BOARD MEETINGS THAT TOOK PLACE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EXECUTION OF THE CONTRACT FOR SALE

~~THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY~~

~~IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER~~.

DATE: PURCHASER:

PURCHASER:

The disclosure summary must be supplied by the developer, or by the parcel owner if the sale is by an owner that is not the developer. Any contract or agreement for sale must ~~shall~~ refer to and incorporate the disclosure summary and ~~shall~~ include, in prominent language, a statement that the prospective purchaser ~~potential buyer~~ should not execute the contract or agreement until he or she has ~~they have~~ received and read the disclosure summary required by this section.

(b) Each contract entered into for the sale of property governed by covenants subject to disclosure required by this section must contain in conspicuous type a clause that states: IF THE DISCLOSURE SUMMARY; A CURRENT COPY OF THE ASSOCIATION'S BYLAWS, ARTICLES OF INCORPORATION, DECLARATION OF RESTRICTIONS, RULES AND REGULATIONS, NOTICES PERTAINING TO SPECIAL ASSESSMENTS, AND MOST RECENT FINANCIAL STATEMENTS; AND THE AGENDAS AND MINUTES FROM ALL ASSOCIATION BOARD MEETINGS THAT TOOK PLACE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EXECUTION OF THIS CONTRACT, AS REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAVE ~~HAS~~ NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY THE PROSPECTIVE PURCHASER ~~BUYER~~ BY DELIVERING TO

THE SELLER OR THE SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE PROSPECTIVE PURCHASER'S ~~BUYER'S~~ INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER RECEIPT OF SUCH DOCUMENTS OR BEFORE ~~THE DISCLOSURE SUMMARY OR PRIOR TO~~ CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. THE PROSPECTIVE PURCHASER'S ~~BUYER'S~~ RIGHT TO VOID THIS CONTRACT TERMINATES ~~SHALL TERMINATE~~ AT CLOSING.

(c) If the disclosure summary; a current copy of the association's bylaws, articles of incorporation, declaration of restrictions, rules and regulations, notices pertaining to special assessments, and most recent financial statements; and the agendas and minutes from all association board meetings that took place in the 12 months immediately preceding the execution of a contract are ~~is~~ not provided to a prospective purchaser before such ~~the~~ purchaser executes a contract for the sale of property governed by covenants that are subject to disclosure pursuant to this section, the prospective purchaser may void the contract by delivering to the seller or the seller's agent or representative written notice canceling the contract within 3 days, excluding Saturdays, Sundays, and legal holidays, after receipt of such documents or before ~~the disclosure summary or prior to~~ closing, whichever occurs first. This right may not be waived by the prospective purchaser but terminates at closing.

Section 8. For the purpose of incorporating the amendments

made by this act to section 720.306, Florida Statutes, in a reference thereto, paragraph (b) of subsection (4) of section 720.3033, Florida Statutes, is reenacted to read:

720.3033 Officers and directors.—

(4)

(b) The board shall fill the vacancy as provided in s. 720.306(9) until the end of the period of the suspension or the end of the director's term of office, whichever occurs first. If such criminal charge is pending against the officer or director, he or she may not be appointed or elected to a position as an officer or a director of any association and may not have access to the official records of any association, except pursuant to a court order. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the director or officer shall be reinstated for any remainder of his or her term of office.

Section 9. For the purpose of incorporating the amendment made by this act to section 720.306, Florida Statutes, in a reference thereto, subsection (6) of section 720.405, Florida Statutes, is reenacted to read:

720.405 Organizing committee; parcel owner approval.—

(6) A majority of the affected parcel owners must agree in writing to the revived declaration of covenants and governing documents of the association or approve the revived declaration and governing documents by a vote at a meeting of the affected

parcel owners noticed and conducted in the manner prescribed by s. 720.306. Proof of notice of the meeting to all affected owners of the meeting and the minutes of the meeting recording the votes of the property owners shall be certified by a court reporter or an attorney licensed to practice in the state.

Section 10. Part IV of chapter 720, Florida Statutes, consisting of ss. 720.408 through 720.413, is created and entitled "Recreational Covenants."

Section 11. Section 720.408, Florida Statutes, is created to read:

720.408 Definitions.—As used in this part, the term:

(1) "Amenity dues" means all amenity expenses and amenity fees, collectively, that are charged in accordance with a recreational covenant. Amenity dues are not homeowners' association assessments as defined in s. 720.301.

(2) "Amenity expenses" means all costs, whether direct or indirect, of owning, operating, managing, maintaining, and insuring privately-owned recreational amenities that are made available to parcel owners pursuant to a recreational covenant. The term includes maintenance expenses; cleaning fees; trash collection expenses; utility charges; cable service charges; legal fees; management fees; reserve funding expenses; the cost of repairs, replacement, and refurbishments; payroll and payroll costs; insurance; working capital; ad valorem or other taxes, excluding income taxes; and costs, expenses, levies, and charges

of any nature that may be levied or imposed against, or in connection with, the privately-owned recreational amenities made available to parcel owners pursuant to a recreational covenant. Amenity expenses are not homeowners' association assessments as defined in s. 720.301.

(3) "Amenity fees" means any amounts, other than amenity expenses, that are levied against a parcel owner for membership to or use of privately-owned recreational amenities in accordance with a recreational covenant. Amenity fees may be comprised, in part, of profit or other components to be paid to a private amenities owner as set forth in a recreational covenant, which are not otherwise categorized as amenity expenses in this part. Amenity fees are not homeowners' association assessments as defined in s. 720.301.

(4) "Private amenities owner" means the record title owner of privately-owned recreational amenities who is responsible for the operation and maintenance of the privately-owned recreational amenities and who may levy amenity dues pursuant to a recreational covenant. For purposes of this part, the term does not include corporations not for profit pursuant to chapter 617 or local governmental entities, including special districts.

(5) "Privately-owned recreational amenities" means recreational facilities or amenities owned by a private amenities owner which are intended for recreational use or leisure activities by a parcel owner through mandatory

membership or use rights established pursuant to a recreational covenant. The term does not include common areas as defined in s. 720.301, any property or facilities owned by a corporation not for profit pursuant to chapter 617, or a local governmental entity, including a special district.

(6) "Recreational covenant" means a recorded covenant, separate and distinct from a declaration of covenants for a homeowners' association, that sets forth the nature and requirements for membership, use, or purchase of privately-owned recreational amenities by parcel owners in one or more community. A recreational covenant must:

(a) Be recorded in the public records of the county in which the property encumbered thereby is located.

(b) Contain information regarding the amenity dues that may be levied against a parcel owner or other persons to be members or permitted to use privately-owned recreational amenities. The recreational covenant must also contain the remedies that the private amenities owner or other third party may have in connection with nonpayment of amenity dues.

(c) Require mandatory membership or mandatory payment of amenity dues by some or all of the parcel owners in a community.

Section 12. Section 720.409, Florida Statutes, is created to read:

720.409 Legislative findings; purpose; applicability.—

(1) The Legislature finds that recreational covenants are

widely used throughout this state as a mechanism to provide enhanced recreational amenities to communities, but these covenants are largely unregulated. The Legislature also finds that there is a need to develop certain protections for parcel owners while encouraging the economic benefit of the development and availability of privately-owned recreational amenities by providing the means for private amenities owners to operate such privately-owned recreational amenities pursuant to a recreational covenant. The Legislature declares that it is the public policy of this state that recreational covenants be governed by this part.

(2) This part is intended to provide certain protections for parcel owners and give statutory recognition to the use of recreational covenants.

(3) Parcels within a community may be subject to a recreational covenant. Recreational covenants and any privately-owned recreational amenities governed by such covenants may only be governed by this part and s. 720.3086(2).

(4) This part does not apply to recorded covenants, agreements, or other documents that are not recreational covenants.

(5) This part applies to recreational covenants existing on or after July 1, 2025.

Section 13. Section 720.412, Florida Statutes, is created to read:

720.412 Requirements for recreational covenants.—

(1) A recreational covenant recorded on or after July 1, 2025, that requires mandatory membership in a club or imposes mandatory amenity dues on a parcel owner in a community governed by this chapter must specify all of the following:

(a) The property or parcels within the community subject to mandatory membership in a club or subject to mandatory amenity dues.

(b) The party responsible for owning, maintaining, and operating the privately-owned recreational amenities governed by the recreational covenant.

(c)1. The manner or process by which amenity dues are apportioned and collected from the encumbered parcels or parcel owners and the party responsible for collecting the amenity dues.

2. Except as provided in subsection (5), this section does not preclude additional components to be included in the amenity dues as long as such components and the description of such components are stated in the recreational covenant.

(d) The amount of the amenity fees or, alternatively, if no specific dollar amount is set forth in the recreational covenant, the manner in which such amenity fees are calculated and increased.

(e) The amount by which amenity fees may be increased, which may be calculated as a percentage, a fixed dollar amount,

or the consumer price index.

(f) The rights and remedies that are available to enforce the payment of amenity dues.

(g) Whether the collection rights to enforce the payment of amenity dues are subordinate to an association's right to collect assessments.

(h) Whether the privately-owned recreational amenities are open to the public or may be used by other persons who are not members or parcel owners within a community.

(i) The remedies available to a private amenities owner for the nonpayment of amenity dues.

(2) A recreational covenant recorded before July 1, 2025:

(a) That requires mandatory membership in a club or imposes mandatory amenity dues on a parcel owner in a community governed by this chapter remains valid and effective as to its terms as long as such covenant includes the information required in paragraphs (1)(a)-(d).

(b) That does not include the information required in paragraphs (1)(a)-(d) must be amended to include such information before July 1, 2026, to remain valid and effective.

(c) That does not specify the amount by which the amenity fees may be increased as required in paragraph (e) is considered to include a maximum annual increase of no more than the annual increase for the current year in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items.

(3) With respect to a recreational covenant recorded on or after July 1, 2025, and notwithstanding any provision to the contrary in the recreational covenant, a recreational covenant that does not specify the amount by which amenity expenses may be increased is considered to include a maximum annual increase of no more than 25 percent of the amenity expenses from the preceding fiscal year. However, a private amenities owner may increase amenity expenses in excess of such amount if necessary due to a natural disaster; act of God; increases in insurance costs, utility rates, supply costs, or labor rates; or any other circumstances outside of the reasonable control of the private amenities owner.

(4) Notwithstanding any provision to the contrary in the recreational covenant, a homeowners' association does not have any obligation, duty, or responsibility to collect amenity dues or to remit amenity dues to the private amenities owner. A private amenities owner, or his or her management company or agent, other than the association, is solely responsible for the collection of amenity dues.

(5) Amenity expenses may not include any of the following:

(a) The initial cost of construction of the privately-owned recreational amenities.

(b) Any costs or fees associated with a loan acquired for the construction or purchase of the privately-owned recreational amenities.

(c) The cost of a debt service of the private amenities owner.

(6) The termination of a recreational covenant or the right of a private amenities owner to suspend the use of the privately-owned recreational amenities may not:

(a) Prohibit a parcel owner or tenant of a parcel owner from having vehicular and pedestrian ingress to and egress from the property or parcels subject to the recreational covenant;

(b) Prohibit a parcel owner or tenant of a parcel owner from receiving utilities provided to the property or parcels subject to the recreational covenant by virtue of utility facilities or utility easements located within the privately-owned recreational amenities; or

(c) Prohibit a parcel owner or tenant of a parcel owner from having access to any mail delivery facilities serving the property or parcels subject to the recreational covenant which may be located within the privately-owned recreational amenities.

(7) A recreational covenant is not a governing document of a homeowners' association, even if such recreational covenant is attached as an exhibit to a declaration of covenants for a homeowners' association. This subsection is remedial in nature and intended to clarify existing law.

(8) It is the intent of the Legislature to respect the intent of the parties to a real property transaction that

occurred before July 1, 2025, and the parties' reliance on the covenants, conditions, restrictions, or other interests created by those transactions. However, this section does not revive or reinstate any right or interest that has been fully and finally adjudicated as invalid before July 1, 2025.

Section 14. Section 720.413, Florida Statutes, is created to read:

720.413 Disclosure of recreational covenants before the sale of residential parcels.—

(1) Beginning July 1, 2025, each contract or agreement for the sale of a residential parcel that is governed by a homeowners' association and subject to a recreational covenant must contain the following disclosure summary in conspicuous type and in substantially the following form:

DISCLOSURE SUMMARY

YOUR PARCEL IS SUBJECT TO A RECREATIONAL COVENANT. AS A PURCHASER OF PROPERTY SUBJECT TO A RECREATIONAL COVENANT, YOU ARE OBLIGATED TO PAY AMENITY DUES TO A PRIVATE AMENITIES OWNER.

AS THE PURCHASER OF SUCH PROPERTY, I ACKNOWLEDGE ALL OF THE FOLLOWING:

1. THE PROPERTY ON WHICH THE PRIVATELY-OWNED RECREATIONAL

AMENITIES ARE LOCATED, WHICH ARE GOVERNED BY THE RECREATIONAL COVENANT, IS NOT A COMMON AREA OF THE HOMEOWNERS' ASSOCIATION AND IS NOT OWNED OR CONTROLLED BY THE HOMEOWNERS' ASSOCIATION. THE RECREATIONAL COVENANT IS NOT A GOVERNING DOCUMENT OF THE ASSOCIATION.

2. THE AMOUNT OF ANY AMENITY DUES IS GOVERNED BY THE RECREATIONAL COVENANT. SUCH DOCUMENT CONTAINS IMPORTANT PROVISIONS AND RIGHTS AND IS A PUBLIC RECORD AND AVAILABLE UPON REQUEST.

3. THE PRIVATE AMENITIES OWNER DETERMINES THE BUDGET FOR THE OPERATION AND MAINTENANCE OF THE PRIVATELY-OWNED RECREATIONAL AMENITIES. HOWEVER, EACH PARCEL OWNER SUBJECT TO THE RECREATIONAL COVENANT IS STILL RESPONSIBLE FOR AMENITY DUES.

4. AMENITY DUES MAY BE SUBJECT TO PERIODIC CHANGE. AMENITY DUES ARE IN ADDITION TO, AND SEPARATE AND DISTINCT FROM, THE ASSESSMENTS LEVIED BY THE ASSOCIATION.

5. THE FAILURE TO PAY AMENITY DUES OR OTHER CHARGES LEVIED BY A PRIVATE AMENITIES OWNER COULD RESULT IN A LIEN ON YOUR PARCEL.

6. THIRD PARTIES WHO ARE NOT MEMBERS OF THE ASSOCIATION MAY HAVE THE RIGHT TO ACCESS AND USE THE PRIVATELY-OWNED

RECREATIONAL AMENITIES AS DETERMINED BY THE PRIVATE AMENITIES OWNER.

7. THE REQUIREMENT FOR MANDATORY MEMBERSHIP AND THE OBLIGATION TO PAY AMENITY DUES CAN BE FOUND IN THE RECREATIONAL COVENANT OR OTHER RECORDED INSTRUMENT.

8. THE PRIVATE AMENITIES OWNER MAY AMEND THE RECREATIONAL COVENANT WITHOUT THE APPROVAL OF THE ASSOCIATION OR PARCEL OWNERS, SUBJECT TO THE TERMS OF THE RECREATIONAL COVENANT AND SECTION 720.412, FLORIDA STATUTES.

9. THE STATEMENTS CONTAINED IN THIS DISCLOSURE ARE ONLY SUMMARY IN NATURE AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE RECREATIONAL COVENANT BEFORE PURCHASING A PARCEL. THE RECREATIONAL COVENANT IS A MATTER OF PUBLIC RECORD AND MAY BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY IN WHICH THE PARCEL YOU ARE PURCHASING IS LOCATED OR, IF NOT RECORDED, MAY BE OBTAINED FROM THE DEVELOPER UPON REQUEST.

(2) The disclosure summary required by this section must be provided to a prospective purchaser by the developer or the parcel owner selling the parcel. Any contract or agreement for sale must refer to and incorporate the disclosure summary and must include, in prominent language, a statement that the

prospective purchaser should not execute the contract or agreement for sale until he or she has received and read the disclosure summary required by this section.

(3) A contract or agreement for sale is voidable by a purchaser if the disclosure summary required by this section is not provided to the purchaser before the execution of the contract or agreement. In order to void the contract or agreement, the purchaser must deliver written notice cancelling the contract or agreement to the seller or the seller's agent or representative within 3 days after receipt of the disclosure summary or before closing, whichever occurs first. The purchaser's right to void a contract or an agreement terminates at closing. This right may not be waived by the purchaser.

Section 15. Paragraph (a) of subsection (1) of section 336.125, Florida Statutes, is amended to read:

336.125 Closing and abandonment of roads; optional conveyance to homeowners' association; traffic control jurisdiction.—

(1)(a) In addition to the authority provided in s. 336.12, the governing body of the county may abandon the roads and rights-of-way dedicated in a recorded residential subdivision plat and simultaneously convey the county's interest in such roads, rights-of-way, and appurtenant drainage facilities to a homeowners' association for the subdivision, if the following conditions have been met:

1. The homeowners' association has requested the abandonment and conveyance in writing for the purpose of converting the subdivision to a gated neighborhood with restricted public access.

2. No fewer than four-fifths of the owners of record of property located in the subdivision have consented in writing to the abandonment and simultaneous conveyance to the homeowners' association.

3. The homeowners' association is both a corporation not for profit organized and in good standing under chapter 617, and a "homeowners' association" as defined in s. 720.301 ~~s. 720.301(9)~~ with the power to levy and collect assessments for routine and periodic major maintenance and operation of street lighting, drainage, sidewalks, and pavement in the subdivision.

4. The homeowners' association has entered into and executed such agreements, covenants, warranties, and other instruments; has provided, or has provided assurance of, such funds, reserve funds, and funding sources; and has satisfied such other requirements and conditions as may be established or imposed by the county with respect to the ongoing operation, maintenance, and repair and the periodic reconstruction or replacement of the roads, drainage, street lighting, and sidewalks in the subdivision after the abandonment by the county.

Section 16. Subsection (2) of section 558.002, Florida

Statutes, is amended to read:

558.002 Definitions.—As used in this chapter, the term:

(2) "Association" has the same meaning as in s. 718.103, s. 719.103(2), s. 720.301 ~~s. 720.301(9)~~, or s. 723.075.

Section 17. Section 617.0725, Florida Statutes, is amended to read:

617.0725 Quorum.—An amendment to the articles of incorporation or the bylaws which adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum or voting requirement and be adopted by the same vote and voting groups required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater. This section does not apply to any corporation that is an association, as defined in s. 720.301 ~~s. 720.301(9)~~, or any corporation regulated under chapter 718 or chapter 719.

Section 18. Paragraph (b) of subsection (1) of section 718.116, Florida Statutes, is amended to read:

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

(1)

(b)1. The liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is

limited to the lesser of:

a. The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

b. One percent of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

2. An association, or its successor or assignee, that acquires title to a unit through the foreclosure of its lien for assessments is not liable for any unpaid assessments, late fees, interest, or reasonable attorney's fees and costs that came due before the association's acquisition of title in favor of any other association, as defined in s. 718.103 or s. 720.301 ~~s. 720.301(9)~~, which holds a superior lien interest on the unit. This subparagraph is intended to clarify existing law.

Section 19. Paragraph (d) of subsection (2) of section 720.3085, Florida Statutes, is amended to read:

720.3085 Payment for assessments; lien claims.—

(2)

(d) An association, or its successor or assignee, that

acquires title to a parcel through the foreclosure of its lien for assessments is not liable for any unpaid assessments, late fees, interest, or reasonable attorney's fees and costs that came due before the association's acquisition of title in favor of any other association, as defined in s. 718.103 or s. 720.301 ~~s. 720.301(9)~~, which holds a superior lien interest on the parcel. This paragraph is intended to clarify existing law.

Section 20. This act shall take effect July 1, 2025.

HOUSING, AGRICULTURE, AND TOURISM SUBCOMMITTEE

CS/HB 983 by Rep. Porras
Relating to Homeowners' Associations

AMENDMENT SUMMARY
April 10, 2025

Amendment 1 by Rep. Porras. (Line 654): The amendment:

- Prohibits homeowners' associations from utilizing nominating committees to nominate candidates for the board of directors of the association.
- Authorizes homeowners' associations to utilize search committees to encourage individuals to run for the board of directors of the association.

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 Porras offered the following:

Amendment (with title amendment)

Between lines 653 and 654, insert:

Associations are prohibited from using nominating committees. Search committees may be used to encourage individuals to run for the board. Search committees have no authority to nominate candidates for the board.

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

Remove lines 97-98 and insert:

board to give written notice of his or her intent within a specified timeframe before the election;

prohibiting nominating committees; allowing search committees to be used to encourage individuals to run for the board; providing that search committees have no authority to nominate candidates for the board; requiring the

HB 1245

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 1245	**COMPANION BILL:** SB 980 (Bernard)
TITLE: Hunger-Free Campus Pilot Program	**LINKED BILLS:** None
SPONSOR(S): Chambliss	**RELATED BILLS:** None

Committee References

Education Administration	➤	Housing, Agriculture & Tourism	➤	Higher Education Budget	➤	Education & Employment
16 Y, 0 N						

SUMMARY

Effect of the Bill:

Subject to legislative appropriation, the bill establishes a 1-year Hunger-Free Campus Pilot Program within the Florida Department of Agriculture and Consumer Services (FDACS), beginning July 1, 2025.

The bill requires the Commissioner of Agriculture (commissioner) to identify the top three institutions with the highest percentage of Pell Grant-eligible students among all state universities and Florida College System (FCS) institutions. Those three institutions must participate in the pilot program. The bill establishes participation requirements such as creating a hunger task force, providing access and assistance to students with the Supplemental Nutrition Assistance Program, hosting awareness events, and offering food pantries.

Under the bill, the commissioner must submit a report on the pilot program to the Governor and legislature by January 1, 2027, including its impact on student food insecurity and recommendations for long-term implementation.

Fiscal or Economic Impact:

The bill may have an indeterminate negative fiscal impact on the FDACS for developing the pilot program. Participating state universities and FCS institutions may also incur costs for implementing the program on their campuses. Funding appropriated for the program will be used to cover these costs.

JUMP TO SUMMARY ANALYSIS RELEVANT INFORMATION BILL HISTORY

ANALYSIS

EFFECT OF THE BILL:

Subject to legislative appropriation, the bill establishes a 1-year Hunger-Free Campus Pilot Program (pilot program) within the Florida Department of Agriculture and Consumer Services (FDACS), beginning July 1, 2025. (Sections 1 and 2).

The bill requires the Commissioner of Agriculture (commissioner) to identify the top three institutions with the highest percentage of Pell Grant-eligible students among all state universities and Florida College System institutions. Those three institutions must participate in the pilot program. The bill requires each participating institution to:

- establish a hunger task force;
- designate a staff member responsible for assisting students with enrollment in the Supplemental Nutrition Assistance Program (SNAP), as defined in s. 414.456(1), F.S.;
- provide options for students to use SNAP benefits on campus or provide students with information on where they may use SNAP benefits in the area surrounding campus;
- host an activity or event during Hunger and Homelessness Awareness Week to promote awareness of hunger on the nation's campuses;

- provide at least one physical food pantry on campus or enable students to receive food at no cost through a separate, stigma-free process;
- develop a student meal credit donation program or designate a certain amount of funds for free food vouchers; and
- conduct a student survey on hunger, using a survey instrument developed by the commissioner, and submit the results to FDACS.

The bill requires each participating state university or Florida College System (FCS) institution to submit a report to the FDACS describing how it implemented the program. By January 1, 2027, the commissioner must report on the program to the Governor, the President of the Senate, and the Speaker of the House of Representatives. The report must include:

- The impact of the program on establishing hunger-free campuses at participating institutions;
- The impact of the program on reducing the number of students experiencing food insecurities; and
- Recommendations regarding future funding and implementation of the program on a long-term basis. (Section 2).

The bill directs the Office of Program Policy Analysis and Government Accountability to conduct a study evaluating food insecurity on the campuses of Florida's state universities and FCS institutions. The study must include recommendations for any changes to general law, Board of Governor's rules and regulations, or State Board of Education rules needed to address food insecurity by December 1, 2025. (Section 3).

The bill takes effect July 1, 2025. (Section 4).

RULEMAKING:

The bill authorizes the FDACS to adopt rules to implement the pilot program.

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 may have an indeterminate negative fiscal impact on the FDACS for developing the pilot program. Participating universities may also incur costs for implementing the program on their campuses. Funding appropriated for the program will be used to cover these costs. (Section 2).

RELEVANT INFORMATION

SUBJECT OVERVIEW:

Hunger on National Campuses

Food Insecurities

Approximately one-third[1] of college students and 23 percent of undergraduate students[2] in the United States are food insecure,[3] meaning they lack access to adequate, nutritious food. Food insecurity can negatively impact a

[1] DeBate et al., *Food Insecurity, Well-being, and Academic Success among College Students: Implications for Post COVID-19 Pandemic Programming*, Ecology of Food and Nutrition (October 7, 2021), *available at* https://www.usf.edu/arts-sciences/centers/cafshc/documents/food-insecurity-wellbeing-and-academic-success.pdf (last visited April 4, 2025).
[2] Florida College Access Network, *The* Real *Cost of College in Florida* (2024), *available at* https://9a33652e.delivery.rocketcdn.me/wp-content/uploads/2024/07/24-FCAN-CostofAttendance-Brief-web.pdf
[3] The Hope Center, *2023-2024 Student Basic Needs Survey Report*, https://hope.temple.edu/research/hope-center-basic-needs-survey/2023-2024-student-basic-needs-survey-report (last visited April 4, 2025).

students' health, academic performance, and likelihood of graduating.[4] Having a low-income is the most common risk factor associated with food insecurity among college students.[5] In Florida, more than half of the students enrolled in the FCS are low-income and first-generation.[6]

Supplemental Nutrition Assistance Program

The Supplemental Nutrition Assistance Program (SNAP) is the U.S. Department of Agriculture's food assistance program that provides food benefits, nutrition education, and access to a healthy diet for low-income households.[7] To be eligible for SNAP, households must have a gross monthly income at or below 130 percent of the poverty line, have a net income at or below the poverty line, and have assets below certain limits based on whether or not the household has a member aged 60 or older who has a disability.[8] In the 2024 fiscal year, 2,969,000 Florida residents, or 13 percent of the state population, received SNAP benefits in Florida.[9]

To qualify for SNAP benefits, students must meet additional criteria beyond the basic SNAP eligibility requirements,[10] such as working a paid job for a minimum of twenty hours a week. The US Government Accountability Office (GAO) estimates less than two-fifths of food insecure students meet the additional requirements to meet SNAP eligibility.[11] The US GAO reports that 59 percent of students potentially eligible for SNAP benefits did not report receiving benefits.[12]

Campus Food Pantry

A campus pantry is a program designed specifically to deliver food, that has not been pre-prepared, to students who are experiencing food insecurity.[13] Most campus pantries have a designated space on campus, serve exclusively the on-campus community, and are run by staff, students, and faculty. Very few campus pantries have sizable budgets, but most employ some paid staff, often undergraduate or graduate students, and volunteers provide additional support.[14] Pantries may partner with organizations in the community to keep the shelves and freezers stocked and raise donations. Mobile pantries may also directly serve students in high need of hunger-relief.[15]

Hunger-Free Campuses

The first Hunger-Free Campus bill was originally introduced in California in 2017 by then Assemblywoman Monique Limón to provide funding to public colleges who are addressing student hunger on campus. Since its

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[4] U.S. Government Accountability Office, *Fighting Food Insecurity Occurs at All Ages*, https://www.gao.gov/blog/fighting-food-insecurity-occurs-all-ages-two-populations-may-get-overlooked (last visited April 4, 2025)

[5] U.S. Government Accountability Office, *Food Insecurity*, https://www.gao.gov/products/gao-19-95 (last visited April 4, 2025).

[6] Florida Department of Education, *Affordability in the Florida College System* (December 2018), at 2, *available at* https://www.fldoe.org/core/fileparse.php/7724/urlt/FCS18-Affordability.pdf.

[7] Benefits.gov, Florida Food Assistance Program (SNAP), *What is Florida Food Assistance Program (SNAP)?*, https://www.benefits.gov/benefit/1244#:~:text=The%20United%20States%20Department%20of,nutrition%20to%20low%2Dincome%20households (last visited April 4, 2025).

[8] Center on Budget Policy and Priorities, *A Quick Guide to SNAP Eligibility and Benefits,* https://www.cbpp.org/research/food-assistance/a-quick-guide-to-snap-eligibility-and-benefits#_ftn5 (last visited April 4, 2025).

[9] Center on Budget and Policy Priorities, *Florida Supplemental Nutrition Assistance Program* (January 21, 2025), *available at* https://www.cbpp.org/sites/default/files/atoms/files/snap_factsheet_florida.pdf.

[10] 7 C.F.R. § 273.5. *See also*, U.S. Department of Agriculture, *Students*, *Frequently Asked Questions*, https://www.fns.usda.gov/snap/students (last visited April 4, 2025).

[11] U.S. Government Accountability Office, *Supplemental Nutrition Assistance Program: Estimated Eligibility and Receipt among Food Insecure College Students* (June 24, 2024), *available at* https://www.gao.gov/products/gao-24-107074 (last visited April 4, 2025).

[12] *Id.*

[13] College and University Food Bank Alliance, *Campus Food Pantries: Insights from a National Survey*, at 3, *available at* https://cufba.org/wp-content/uploads/2019/03/2018-CUFBA-Report-web-2.pdf

[14] *Id*., at 1.

[15] Feeding Florida, *Mobile Pantries*, https://www.feedingflorida.org/food-access/mobile-pantries. Feeding Florida consists of 12-member food banks within its mobile pantry program. (last visited April 4, 2025).

passage in California,[16] additional states have formally passed Hunger-Free Campus legislation, including Louisiana,[17] Oklahoma,[18] New Jersey,[19] Maryland,[20] Minnesota,[21] Massachusetts,[22] and Washington.[23]

OTHER RESOURCES:

State University System of Florida: Campus Food Pantries (2015)

BILL HISTORY

COMMITTEE REFERENCE	ACTION	DATE	STAFF DIRECTOR/ POLICY CHIEF	ANALYSIS PREPARED BY
Education Administration Subcommittee	16 Y, 0 N	3/19/2025	Sleap	Dixon
Housing, Agriculture & Tourism Subcommittee			Curtin	Rodriguez
Higher Education Budget Subcommittee				
Education & Employment Committee				

[16] Cal. Educ. Code § 66027.8 (2017)
[17] Louisiana State Legislature (2022), HB 888, Act No. 719.
[18] Oklahoma State Legislature. (2022), Hunger-Free Campus Act, H.B. 3417, 58th Legislature.
[19] N.J. Stat. Ann. § 18A:62-60 (2019)
[20] Md. Code Ann., Educ. § 11-1703 (2021)
[21] Minn. Stat. § 135A.137 (2021)
[22] Mass. Gen. Laws ch. 15A, § 2 (2021)
[23] Wash. Rev. Code §§ 28B.92.200, 28B.92.205 (2019)

A bill to be entitled

An act relating to the Hunger-Free Campus Pilot Program; providing a short title; establishing the pilot program within the Department of Agriculture and Consumer Services for a specified period; providing the purpose of the pilot program; defining the terms "commissioner" and "department"; requiring the Commissioner of Agriculture to identify the three state universities or Florida College System institutions with the highest percentage of Pell Grant-eligible students for participation in the pilot program; requiring the commissioner to develop a specified survey instrument; providing requirements for participating universities and institutions; requiring participating universities and institutions to submit a report to the department; requiring the commissioner to submit a report to the Governor and the Legislature by a specified date; specifying requirements for the reports; authorizing the department to adopt rules; requiring the Office of Program Policy Analysis and Government Accountability to conduct a study to evaluate food insecurity on the campuses of state universities and Florida College System institutions; providing requirements for the office and the study; requiring the office to submit a

report to the Legislature by a specified date; providing an effective date.

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

Section 1. This act may be cited as the "Hunger-Free Campus Act."

Section 2. (1) Subject to legislative appropriation, the Hunger-Free Campus Pilot Program is established within the Department of Agriculture and Consumer Services to support efforts to fight hunger on the campuses of public postsecondary educational institutions. The program is established for a period of 1 year, beginning July 1, 2025.

(2) For purposes of this section, the term:

(a) "Commissioner" means the Commissioner of Agriculture.

(b) "Department" means the Department of Agriculture and Consumer Services.

(3)(a) The commissioner shall identify from among all state universities and Florida College System institutions the three that have the highest percentage of Pell Grant-eligible students, which universities or institutions shall participate in the program.

(b) The commissioner shall also develop the survey instrument described in subsection (4).

(4) A participating state university or Florida College

System institution shall:

(a) Establish a hunger task force, which must include representatives from the student body and meet at least three times during the life of the pilot program. The task force shall set at least two goals to address hunger on campus, each accompanied by an action plan.

(b) Designate a staff member responsible for assisting students with enrollment in the Supplemental Nutrition Assistance Program (SNAP) as defined in s. 414.456(1), Florida Statutes.

(c) Provide options that enable students to use SNAP benefits on campus or provide students with information on authorized SNAP retailers in the area surrounding the campus where they may use SNAP electronic benefit transfer cards.

(d) Host an activity or event during Hunger and Homelessness Awareness Week to promote awareness of hunger on the nation's campuses.

(e) Provide at least one physical food pantry on campus or enable students to receive food at no cost through a stigma-free process. The campus may partner with a local food bank or food pantry to comply with this paragraph.

(f) Develop a student meal credit donation program or designate funds that might be raised through such a program for free food vouchers.

(g) Conduct a student survey on hunger, using a survey

instrument developed by the commissioner, and submit the results of the survey and a best practices campus profile to the department by a date prescribed by the department for inclusion in a comparative profile of each campus designated as a hunger-free campus.

(5)(a) Each participating state university or Florida College System institution shall submit a report to the department, in a manner prescribed by the department, which describes how it implemented the program and the program results.

(b) The commissioner shall submit a report on the program to the Governor, the President of the Senate, and the Speaker of the House of Representatives by January 1, 2027. The report must include, but need not be limited to, the impact of the program on establishing hunger-free campuses at participating state universities or Florida College System institutions; the impact of the program on reducing the number of students at such universities and institutions who are experiencing food insecurity; and recommendations regarding future funding and implementation of the program on a long-term basis.

(6) The department may adopt rules to implement the program.

Section 3. (1) The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall conduct a study to evaluate food insecurity on the campuses of state universities

and Florida College System institutions.

(2) The study must include recommendations for any changes to general law, Board of Governors' rules and regulations, or State Board of Education rules needed to address food insecurity on the campuses of state universities and Florida College System institutions.

(3) In conducting the study, OPPAGA shall consult with the Board of Governors of the State University System, the board of trustees of the Florida College System, the Department of Education, and any other relevant stakeholders.

(4) OPPAGA shall submit a report on its findings to the President of the Senate and the Speaker of the House of Representatives by December 1, 2025.

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