

Housing, Agriculture & Tourism Subcommittee

Wednesday, January 21, 2026
1:00 PM - 3:30 PM
Morris Hall (17 HOB)

Meeting Packet

Daniel Perez
Speaker

Michelle Salzman
Chair

Committee Meeting Notice

HOUSE OF REPRESENTATIVES

Housing, Agriculture & Tourism Subcommittee

Start Date and Time: Wednesday, January 21, 2026 01:00 PM

End Date and Time: Wednesday, January 21, 2026 03:30 PM

Location: Morris Hall (17 HOB)

Duration: 2.50 hrs

Consideration of the following bill(s):

HB 273 Special District Funding by Johnson
HB 637 Farm Equipment by Griffitts
HB 657 Community Associations by Porras
HB 837 Affordable Housing by Busatta

NOTICE FINALIZED on 01/16/2026 4:20PM by Young.Kimberly

HB 273

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 273	**COMPANION BILL:** SB 214 (McClain)
TITLE: Special District Funding	**LINKED BILLS:** None
SPONSOR(S): Johnson	**RELATED BILLS:** None

Committee References

Intergovernmental Affairs
15 Y, 0 N
➤
Housing, Agriculture & Tourism
➤
State Affairs

SUMMARY

Effect of the Bill:
The bill requires agency agreements that provide state or federal financial assistance to special districts located in a rural community or rural area of opportunity to include a provision allowing the agency to provide for the payment of invoices for verified and eligible performance that has been completed in accordance with the terms and conditions of the agreement in the same manner as current law authorizes for counties and municipalities in those areas. The bill also revises the definition of "rural community" for the purposes of the Rural Economic Development Initiative to include special districts located in rural counties.

Fiscal or Economic Impact:
None

JUMP TO SUMMARY ANALYSIS RELEVANT INFORMATION BILL HISTORY

ANALYSIS

EFFECT OF THE BILL:

The bill requires agency agreements that provide state or federal financial assistance to special districts located, in whole or in part, in a rural community or rural area of opportunity to include a provision allowing the agency to provide for the payment of invoices for verified and eligible performance that has been completed in accordance with the terms and conditions of the agreement. (Section 1)

The bill also revises the definition of "rural community" for the Rural Economic Development Initiative to include special districts located in rural counties. (Section 2)

The effective date of the bill is July 1, 2026. (Section 3)

RELEVANT INFORMATION

SUBJECT OVERVIEW:

Special Districts

A "special district" is a unit of local government created for a particular purpose, with jurisdiction to operate within a limited geographic boundary.[1] Special districts are created by general law, special act, local ordinance, or rule of the Governor and Cabinet.[2] A special district has only those powers expressly provided by, or reasonably implied from, the authority provided in the district's charter. Special districts provide specific municipal services in

[1] *See Halifax Hospital Medical Center v. State of Fla., et al.*, 278 So. 3d 545, 547 (Fla. 2019).
[2] *See* ss. 189.02(1), 189.031(3), and 190.005(1), F.S. *See generally* s. 189.012(6), F.S.

addition to, or in place of, those provided by a municipality or county.[3] Special districts are funded through the imposition of ad valorem taxes, fees, or charges on the users of those services as authorized by law.[4]

Special districts may be classified as dependent or independent based on their relationship with local general-purpose governments. A special district is classified as "dependent" if the governing body of a single county or municipality:

- Serves as governing body of the district;
- Appoints the governing body of the district;
- May remove members of the district's governing body at-will during their unexpired terms; or
- Approves or can veto the budget of the district.[5]

A district is classified as "independent" if it does not meet any of the above criteria or is located in more than one county, unless the district lies entirely within the boundaries of a single municipality.[6]

Special districts are governed generally by the Uniform Special District Accountability Act (USDAA).[7] The USDAA centralizes provisions governing special districts and applies to the formation,[8] governance,[9] administration,[10] supervision,[11] merger,[12] and dissolution[13] of special districts, unless otherwise expressly provided in law.[14] The USDAA requires notice and publication of tentative budgets and final budgets.[15] Certain budget amendments are allowed up to 60 days following the end of the fiscal year.[16]

Special districts do not possess "home rule" powers and may impose only those taxes, assessments, or fees authorized by special or general law. The special act creating an independent special district may provide for funding from a variety of sources while prohibiting others. For example, ad valorem tax authority is not mandatory for a special district.[17]

Rural Economic Development Initiative

The Rural Economic Development Initiative (REDI) was established by the Legislature to encourage and facilitate the location and expansion of major economic development projects of significant scale in rural communities.[18] REDI operates as a statewide initiative led by the Department of Commerce (Department) to serve Florida's rural

---

[3] Intergovernmental Affairs Subcommittee, *Local Government Formation Manual*, p. 56 (last visited Jan. 14, 2026).
[4] The method of financing a district must be stated in its charter. Ss. 189.02(4)(g) and 189.031(3), F.S. Independent special districts may be authorized to impose ad valorem taxes as well as non-ad valorem special assessments in the special acts comprising their charters. *See, e.g.,* ch. 2023-335, s. 1(6), Laws of Fla. (East River Ranch Stewardship District). *See also, e.g.,* ss. 190.021 (community development districts), 191.009 (independent fire control districts), 197.3631 (non-ad valorem assessments), 298.305 (water control districts), and 388.221, F.S. (mosquito control). *See also* ch. 2004-397, s. 3(27), Laws of Fla. (South Broward Hospital District).
[5] S. 189.012(2), F.S.
[6] S. 189.012(3), F.S.
[7] S. 189.01, F.S., *but see* ch. 190, F.S. (community development districts), ch. 191, F.S. (independent special fire control districts), ch. 298, F.S. (water control districts), ch. 388, F.S. (mosquito control districts), and ch. 582, F.S. (soil and water conservation districts).
[8] *See* ss. 189.02 (creation of dependent special districts) and 189.031, F.S. (creation of independent special districts).
[9] *See* s. 189.0311, F.S. (charter requirements for independent special districts).
[10] *See* s. 189.019, F.S. (requiring codification of charters incorporating all special acts for the district).
[11] *See* s. 189.0651, F.S. (oversight for special districts created by special act of the Legislature).
[12] Ss. 189.071 and 189.074, F.S.
[13] Ss. 189.071 and 189.072, F.S.
[14] *See, e.g.,* s. 190.004, F.S. (Ch. 190, F.S. as "sole authorization" for creation of community development districts).
[15] S. 189.016(4), F.S.
[16] S. 189.016(6), F.S.
[17] *See, e.g.*, ch. 2006-354, Laws of Fla. (Argyle Fire District may impose special assessments, but has no ad valorem tax authority).
[18] S. 288.0656(1)(a), F.S.

communities by providing a more focused and coordinated effort among state and regional agencies to improve the fiscal, economic, and community viability of these areas.[19]

Specified agencies and organizations[20] are required to designate a high-level staff person to serve as their REDI representative. Each REDI representative is responsible for ensuring that their agency or organization is informed about REDI and helps to identify opportunities to accommodate or include rural local governments in their agency programs.

REDI is required to review and evaluate the impact of statutes and rules on rural communities and work to minimize any adverse impact and undertake outreach and capacity-building efforts.[21] A rural community is defined as:

- A county with a population of 75,000 or fewer;
- A county with a population of 125,000 or fewer, if the county is contiguous to a county with a population of 75,000 or fewer;
- Any municipality in a county that meets the above criteria; or
- An unincorporated federal enterprise community or an incorporated rural city with a population of 25,000 or fewer, with an employment base focused on traditional agriculture or resource-based industries, located in a county not defined as rural, and which has at least three or more economic distress factors.[22]

Each REDI member agency is required to review financial match requirements for projects in rural areas, develop a proposal to waive or reduce match requirements, and submit such proposals to REDI.[23] REDI must call a meeting within 30 days of receipt of such proposals for comment and recommendation.[24] Waivers and reductions must be requested by the county or community, and to the fullest extent possible member organizations must expedite rule and amendment adoption to incorporate the reduction in match by rural areas in financial distress.[25] REDI must prepare an annual report as a supplement to the Department's annual report which includes an evaluation on the status of changes to rules, number of awards made with waivers, and recommendations for future changes.[26]

Based on recommendations of the REDI, the Governor may designate up to three rural areas of opportunity (RAOs) by executive order,[27] which establishes certain local governments as a priority for the Department. The orders also permit all state agencies and departments to use all available tools and resources to the extent permissible by law to promote the creation and development of projects designated by the RAO that has been recommended by the Department.[28]

Rural Area of Opportunity

An RAO is a rural community, or region comprised of rural communities, that has been adversely affected by an extraordinary economic event, severe or chronic distress, or a natural disaster.[29] An area may also be designated as an RAO if it presents a unique economic development opportunity of regional impact.[30] The designation of an RAO

---

[19] S. 288.0656(3), F.S.
[20] The Department of Transportation, Department of Environmental Protection, Department of Agriculture and Consumer Services, Department of State, Department of Health, Department of Children and Families, Department of Corrections, Department of Education, Department of Juvenile Justice, Fish and Wildlife Conservation Commission, each water management district, CareerSource Florida, Inc., VISIT Florida, the Florida Regional Planning Council Association, Agency for Health Care Administration, and the Institute of Food and Agricultural Sciences. *See* s. 288.0656(6)(a), F.S.
[21] S. 288.0656(4), F.S.
[22] S. 288.0656(2)(e), F.S.
[23] S. 288.06561, F.S.
[24] S. 288.06561(3), F.S.
[25] S. 288.06561(4) and (7), F.S.
[26] S. 288.06561(8), F.S.
[27] S. 288.0656(7)(a), F.S.
[28] *See* Executive Orders 21-149, 23-132, and 25-141 (last visited Jan. 15, 2026).
[29] S. 288.0656(2)(d), F.S.
[30] *Id.*

must be agreed upon by the Department, as well as the county and municipal governments to be included in the RAO.[31]

This designation establishes these areas as priority assignments for REDI and allows the Governor, acting through REDI, to waive criteria, requirements, or similar provisions of any economic development initiative. Such incentives include, but are not limited to the Quick Response Training Program,[32] transportation projects,[33] the brownfield redevelopment bonus refund,[34] and the rural job tax credit program.[35]

Currently, there are three designated RAO areas:

- Northwest RAO: Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and certain portions of Bay, Okaloosa, and Walton Counties.
- South Central RAO: DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay in Palm Beach County and the city of Immokalee in Collier County.
- North Central RAO: Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.[36]

Agency Grant Agreements

State agencies may enter into agreements with counties and municipalities to provide financial assistance paid for by state or federal funds.[37] Agreements of this type between a state agency and a local government must include provisions specifying:

- A scope of work that clearly establishes the tasks the recipient is required to perform;
- The division of the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment;
- Financial consequences that apply if the recipient fails to perform the minimum level of service required by the agreement;
- A recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period;
- Any balance of unobligated funds which has been advanced or paid must be refunded to the state agency;
- Any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the state agency; and
- Any other additional provisions required by the Florida Single Audit Act.[38]

Additionally, any agreement that provides assistance to a county or municipality that is a rural community or RAO must contain a provision that allows the agency to provide for the payment of invoices to the county or municipality for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in the agreement.[39] These provisions are intended to help alleviate financial hardships rural counties and municipalities encounter when administering agreements and must be exercised by the agency when a county or municipality demonstrates financial hardship, to the extent that federal or state law, rule, or other

[31] S. 288.0656(7)(b), F.S.
[32] S. 288.047, F.S.
[33] S. 339.2821, F.S.
[34] S. 288.107, F.S.
[35] Ss. 212.098, F.S. and 220.1895, F.S.
[36] Department of Commerce, *Office of Rural Initiatives* (last visited Jan. 15, 2026). The economic development organizations for these RAOs are named Opportunity Florida, Florida Heartland Economic Region of Opportunity, and the North Florida Economic Development Partnership, respectively.
[37] S. 215.971(1), F.S.
[38] S. 215.971(1)(a)-(g), F.S.
[39] S. 215.971(1)(h), F.S.

regulation allows such payments. In practice, this provision allows eligible grantees to receive direct payment for performance under grant agreements without requiring an initial outlay by the local government.[40]

The Chief Financial Officer establishes and disseminates uniform procedures for grant management to ensure that services have been rendered in accordance with agreement terms before the agency processes an invoice for payment.[41] The procedures include, but are not limited to, monitoring and documenting recipient performance, reviewing and documenting deliverables for payment requested by recipients and providing written certification by the grant manager of the agency's receipt of goods and services.[42] The grant manager must reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final report which identifies any funds paid in excess by the recipient.[43]

BILL HISTORY

COMMITTEE REFERENCE	ACTION	DATE	STAFF DIRECTOR/ POLICY CHIEF	ANALYSIS PREPARED BY
Intergovernmental Affairs Subcommittee	15 Y, 0 N	1/14/2026	Darden	Darden
Housing, Agriculture & Tourism Subcommittee			Curtin	Rodriguez
State Affairs Committee				

[40] Department of Commerce, *House Bill 1209 – Changes in Law Designed to Support Rural and Fiscally Constrained Communities Regarding the Payment of Specified Invoices (Aug. 22, 2023)* (last visited Jan. 15, 2026).
[41] S. 215.971(2)(b), F.S.
[42] *Id*.
[43] S. 215.971(2)(c), F.S.

A bill to be entitled

An act relating to special district funding; amending s. 215.971, F.S.; revising agency agreements that provide state financial assistance to recipients or subrecipients to include certain special districts as an entity to which such agency may provide for the payment of invoices under specified circumstances; providing construction; amending s. 288.0656, F.S.; revising the definition of "rural community" to include certain special districts; providing an effective date.

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

Section 1. Paragraph (h) of subsection (1) of section 215.971, Florida Statutes, is amended to read:

215.971 Agreements funded with federal or state assistance.—

(1) An agency agreement that provides state financial assistance to a recipient or subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a subrecipient, as defined by applicable United States Office of Management and Budget circulars, must include all of the following:

(h) If the agency agreement provides federal or state

financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2) or a special district whose geographic area, in whole or in part, is located in such county or municipality, a provision allowing the agency to provide for the payment of invoices to the county, municipality, ~~or~~ rural area of opportunity as that term is defined in s. 288.0656(2), or special district, for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in the agreement. This provision is included to alleviate the financial hardships that such ~~certain~~ rural counties, ~~and~~ municipalities, or special districts encounter when administering agreements, and must be exercised by the agency if ~~when~~ a county, ~~or~~ municipality, or special district whose geographic area, in whole or in part, is located in such county or municipality demonstrates financial hardship, to the extent that federal or state law, rule, or other regulation allows such payments. This paragraph may not be construed to alter or limit any other provisions of federal or state law, rule, or other regulation.

Section 2. Paragraph (e) of subsection (2) of section 288.0656, Florida Statutes, is amended to read:

288.0656 Rural Economic Development Initiative.—

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

(e) "Rural community" means:

1. A county with a population of 75,000 or fewer.

2. A county with a population of 125,000 or fewer which is contiguous to a county with a population of 75,000 or fewer.

3. A municipality or special district within a county described in subparagraph 1. or subparagraph 2.

4. An unincorporated federal enterprise community or an incorporated rural city with a population of 25,000 or fewer and an employment base focused on traditional agricultural or resource-based industries, located in a county not defined as rural, which has at least three or more of the economic distress factors identified in paragraph (c) and verified by the department.

For purposes of this paragraph, population shall be determined in accordance with the most recent official estimate pursuant to s. 186.901.

Section 3. This act shall take effect July 1, 2026.

HB 637

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 637	**COMPANION BILL:** SB 386 (Trumbull)
TITLE: Farm Equipment	**LINKED BILLS:** None
SPONSOR(S): Griffitts	**RELATED BILLS:** None

Committee References

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

SUMMARY

Effect of the Bill:
The bill requires a manufacturer of farm equipment to make repairs to conform the equipment to applicable express warranty standards, or replace or refund such equipment if the manufacturer or its authorized dealer fails to conform the farm equipment after a reasonable number of attempts, if a consumer reports the defective or non-conforming farm equipment to the manufacturer within one year of the original delivery date or within the warranty period.

The bill provides affirmative defenses and allows consumers to bring civil actions for enforcement.

Fiscal or Economic Impact:
The bill may have a positive fiscal impact on owners of nonconforming farm equipment who may be able to get the equipment fixed or replaced. The bill may have a negative fiscal impact on farm equipment manufacturers that may need to fix or replace more farm equipment.

JUMP TO SUMMARY ANALYSIS RELEVANT INFORMATION BILL HISTORY

ANALYSIS

EFFECT OF THE BILL:

The bill amends s. 604.04, F.S., farm equipment, to create Florida's farm equipment lemon law. (Section 1)

The bill provides that if farm equipment is defective and does not conform to all applicable express written warranties, the consumer may report the defect to the manufacturer or its authorized service agent during the manufacturer's warranty period or during the 1-year period following the original delivery date of the farm equipment to the consumer to allow the manufacturer or its authorized agent the opportunity to conform the farm equipment to the warranty. Upon receipt of such report, the manufacturer or its authorized agent must make such repairs as are necessary to conform the equipment to the warranty. Such repairs must be at no cost to the consumer. (Section 1)

The bill requires the manufacturer or its authorized agent to replace the farm equipment with comparable farm equipment, or accept the return of the defective farm equipment from the consumer and refund the consumer the cash purchase price, including sales tax, license fees, registration fees, and any similar governmental charges if the manufacturer or its authorized dealer is not able to or otherwise fails to conform the farm equipment to any applicable express written warranty after a reasonable number of attempts. (Section 1)

The bill provides a presumption that the manufacturer has made a reasonable number of attempts to conform the farm equipment to the applicable express warranties if the same nonconformity has been the subject of repair three or more times by the manufacturer or its authorized agent but the nonconformity continues to exist. This presumption applies to a manufacturer only if the manufacturer or its authorized agent has received prior direct

written notification from or on behalf of the consumer and been offered an opportunity to cure the alleged defect. (Section 1)

The bill provides an affirmative defense for the manufacturer for any claim brought under Ch. 604, F.S., if:

- An alleged nonconformity does not substantially impair the farm equipment's use and market value; or
- A nonconformity is the result of abuse or neglect, or of modifications or alterations of the farm equipment not authorized by the manufacturer.

The bill provides that the bill may not be construed to limit or impair the rights or remedies which are otherwise available to a consumer under Ch. 681, F.S. (Section 1)

The bill allows any consumer who suffers a loss by reason of a violation of Ch. 604, F.S., to bring a civil action to enforce such provision. (Section 1)

The bill defines "farm equipment" as all power-drawn, power-driven, or self-propelled equipment used on a farm or used to transport farm products. (Section 1)

The bill makes conforming changes. (Section 1)

The bill has an effective date of July 1, 2026. (Section 2)

FISCAL OR ECONOMIC IMPACT:

PRIVATE SECTOR:

The bill may have a positive fiscal impact on owners of nonconforming farm equipment who may be able to get the equipment fixed or replaced. The bill may have a negative fiscal impact on farm equipment manufacturers that may need to fix or replace more farm equipment.

RELEVANT INFORMATION

SUBJECT OVERVIEW:

General Agricultural Laws

Chapter 604, F.S., addresses general agricultural laws, including surveys,[1] limited agriculture associations,[2] and dealers in agricultural products.[3]

Farm Equipment

Section 604.40, F.S., provides that, notwithstanding any other law, ordinance, rule, or policy to the contrary, all power-drawn, power-driven, or self-propelled equipment used on a farm or used to transport farm products may be stored, maintained, or repaired by the owner within the boundaries of the owner's farm and at least 50 feet

[1] This is a program undertaken by state and local officials to survey and map the soils of Florida. S. 604.01, F.S.
[2] Any three or more persons engaged in agricultural pursuits may form a limited agricultural association to encourage efficient and progressive agriculture and to enable the farmers of Florida to enjoy the manifold benefits of joint and collective effort without personal liability and the expense and technical involvements of corporate structure. Ss. 604.09 and 604.10, F.S.
[3] A "dealer in agricultural products" is any person, partnership, corporation, or other business entity in the business of purchasing, receiving, or soliciting agricultural products from the producer or the producer's agent or representative for resale or processing for sale; acting as an agent for such producer in the sale of agricultural products for the account of the producer on a net return basis; or acting as a negotiating broker between the producer or the producer's agent or representative and the buyer. S. 604.15, F.S.

away from any public road without limitation. However, this provision does not apply to farm equipment that is used in urban agriculture, which is any new or existing noncommercial agricultural uses on land that is:[4]

- Within a dense urban land area,
- Not classified as agricultural,
- Not zoned as agricultural as its principal use, and
- Designated by a municipality for inclusion in an approved urban agricultural pilot project.

Farm Equipment Lemon Laws

Farm equipment is not generally covered under federal consumer warranty law, the Magnuson-Moss Warranty Act,[5] which only covers warranties for products normally used for personal, family, or household purposes.[6]

Due to consumer complaints, some states have passed specific "lemon laws" for farm equipment. Under these laws, an owner of farm equipment has a legal remedy when the farm equipment has a nonconformity from the warranty which has not been repaired within a reasonable number of attempts. The basic structure of a farm equipment lemon law is similar to a motor vehicle lemon law, which mandates re-purchase or replacement of the product if it has a nonconformity that has not been repaired within a reasonable number of attempts. Some states provide a presumption of the reasonable number of attempts to repair, or they limit the repair attempts to a specific number of days out of service. Additionally, some farm equipment lemon laws require a consumer to give the manufacturer notice to make a final repair attempt before the consumer may seek legal relief.[7]

Motor Vehicle Warranty Enforcement Act

Chapter 681, F.S., the Motor Vehicle Warranty Enforcement Act,[8] or "lemon law," provides remedies for consumers who purchase or lease new motor vehicles with a defect or condition not conforming to the express warranty[9] that substantially impairs the use, value, or safety of a motor vehicle [10] that has not been corrected within a reasonable number of attempts[11] by the manufacturer.[12]

A manufacturer of a motor vehicle notified of a defect in the vehicle by the consumer within 24 months[13] of the delivery of the vehicle to the consumer must make repairs to the vehicle so that it conforms to the warranty on the vehicle.[14] After three attempts to repair the vehicle, the consumer must provide written notice to the manufacturer by certified or express mail allowing the manufacturer one final chance to repair the vehicle.[15]

---

[4] The term does not include vegetable gardens for personal consumption on residential properties. S. 604.73, F.S.
[5] 15 U.S.C. §2301.
[6] Richard Stuhlbarg and Adele Karoum, *Is That Tractor Really a Lemon? A Look at State Legislation*, Ag Innovator, 2019, https://www.farmequip.org/agi/2019-summer/is-that-tractor-really-a-lemon/ (last visited Jan. 14, 2026).
[7] *Id.*
[8] S. 681.10, F.S.
[9] *See* s. 681.104, F.S.
[10] This does not include a defect or condition that results from an accident, abuse, neglect, modification, or alteration of the motor vehicle by persons other than the manufacturer or its authorized service agent. S. 681.102, F.S.
[11] *See id.* Section 681.104, F.S., provides that a "reasonable" number of attempts is three or more unsuccessful attempts for the same nonconformity, as well as allowing the manufacturer one final attempt after receiving written notification from the consumer by registered or express mail.
[12] S. 681.102(13), F.S., defines "manufacturer" as any person, whether a resident or nonresident of Florida, who manufactures or assembles motor vehicles, or who manufactures or assembles chassis for recreational vehicles, or who manufactures or installs on previously assembled truck or recreational vehicle chassis special bodies or equipment which, when installed, forms an integral part of the motor vehicle, or a "distributor" or an "importer" as those terms are defined in s. 320.60, F.S. A "dealer" as defined in s. 320.60, F.S. may not be deemed to be a manufacturer, a distributor, or an importer.
[13] This is called the "lemon law rights period." *See* s. 681.102(9), F.S.
[14] S. 681.103(1), F.S.
[15] S. 681.104(1), F.S.

If the manufacturer cannot repair the vehicle to conform to the warranty after this final attempt, the manufacturer, within 40 days, must either repurchase the vehicle and refund the full purchase price to the consumer, less a reasonable offset for use,[16] or if the consumer pays a reasonable offset for use, replace the vehicle with a vehicle acceptable to the consumer.[17]

A violation by a manufacturer of the "lemon law" is considered an unfair or deceptive trade practice.[18] Additionally, a consumer may file an action to recover damages caused by a violation of the "lemon law," and the court must award a consumer who prevails in such action the amount of any pecuniary loss, litigation costs, reasonable attorney's fees, and appropriate equitable relief.[19]

BILL HISTORY

COMMITTEE REFERENCE	ACTION	DATE	STAFF DIRECTOR/ POLICY CHIEF	ANALYSIS PREPARED BY
Housing, Agriculture & Tourism Subcommittee			Curtin	Wright
Civil Justice & Claims Subcommittee				
Commerce Committee				

[16] "Reasonable offset for use" means the number of miles attributable to a consumer up to the date of a settlement agreement or arbitration hearing, whichever occurs first, multiplied by the base selling or sale price of the vehicle as reflected on the purchase invoice, exclusive of taxes, government fees, and dealer fees, or in the case of a lease, the agreed upon value as reflected in the lease agreement and divided by 120,000, except in the case of a recreational vehicle, in which event it shall be divided by 60,000. S. 681.102(19), F.S.

[17] If a manufacturer establishes a procedure that the Department of Legal Affairs (DLA) certifies as complying with the informal dispute settlement procedures in the Code of Federal Regulations and informs the consumer about how to file a claim, the consumer must follow that procedure before he or she may either receive a refund or a replacement vehicle. Ss. s. 681.104(2)(a) and 681.108(1), F.S. *See* 16 C.F.R. part 703.

[18] S. 681.111, F.S.

[19] S. 681.112(1), F.S. An action must be commenced within 1 year after the expiration of the lemon law rights period.

A bill to be entitled

An act relating to farm equipment; amending s. 604.40, F.S.; defining the term "farm equipment"; conforming provisions to changes made by the act; authorizing a consumer to report farm equipment that is defective and does not conform to specified warranties to the manufacturer or its authorized service agent during a specified timeframe to allow the manufacturer or its authorized agent to conform such farm equipment to such warranty; requiring the manufacturer or its authorized agent to make such repairs to conform the farm equipment to the warranty upon receipt of such report; requiring that such repairs be at no cost to the consumer; requiring the manufacturer or its authorized agent to replace or accept the return of the defective farm equipment under certain circumstances; providing a presumption; providing for the nonapplicability of the presumption; providing affirmative defenses; providing civil remedies; providing an effective date.

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

Section 1. Section 604.40, Florida Statutes, is amended to read:

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

604.40 Farm equipment; protection against defective farm equipment.—

(1) As used in this section, the term "farm equipment" means all power-drawn, power-driven, or self-propelled equipment used on a farm or used to transport farm products.

(2) Notwithstanding any other law, ordinance, rule, or policy to the contrary, farm equipment ~~all power-drawn, power-driven, or self-propelled equipment used on a farm or used to transport farm products~~ may be stored, maintained, or repaired by the owner within the boundaries of the owner's farm and at least 50 feet away from any public road without limitation.

~~(2)~~ This subsection ~~section~~ does not apply to farm equipment ~~that is~~ used in urban agriculture, as defined in s. 604.73(3).

(3)(a) If farm equipment is defective and does not conform to all applicable express written warranties, the consumer may report the defect to the manufacturer or its authorized service agent during the manufacturer's warranty period or during the 1-year period following the original delivery date of the farm equipment to the consumer to allow the manufacturer or its authorized agent the opportunity to conform the farm equipment to the warranty. Upon receipt of such report, the manufacturer or its authorized agent shall make such repairs as are necessary to conform the equipment to the warranty. Such repairs shall be at no cost to the consumer.

(b) The manufacturer or its authorized agent shall replace the farm equipment with comparable farm equipment, or accept the return of the defective farm equipment from the consumer and refund the consumer the cash purchase price, including sales tax, license fees, registration fees, and any similar governmental charges if the manufacturer or its authorized dealer is not able to or otherwise fails to conform the farm equipment to any applicable express written warranty after a reasonable number of attempts.

(c) It is presumed that the manufacturer has made a reasonable number of attempts to conform the farm equipment to the applicable express warranties if the same nonconformity has been the subject of repair three or more times by the manufacturer or its authorized agent but the nonconformity continues to exist.

(d) In no event shall the presumption provided in paragraph (c) apply to a manufacturer unless the manufacturer or its authorized agent has received prior direct written notification from or on behalf of the consumer and been offered an opportunity to cure the alleged defect.

(e) It is an affirmative defense to any claim under this chapter that:

1. An alleged nonconformity does not substantially impair the farm equipment's use and market value; or

2. A nonconformity is the result of abuse or neglect, or

of modifications or alterations of the farm equipment not authorized by the manufacturer.

(f) This chapter may not be construed to limit or impair the rights or remedies which are otherwise available to a consumer under chapter 681.

(g) Any consumer who suffers a loss by reason of a violation of this chapter may bring a civil action to enforce such provision.

Section 2. This act shall take effect July 1, 2026.

HOUSING, AGRICULTURE & TOURISM SUBCOMMITTEE

HB 637 by Rep. Griffitts
Farm Equipment

AMENDMENT SUMMARY
January 21, 2026

Amendment #732489 by Rep. Griffitts (Line 65): The amendment:

- Requires all reasonable attempts to conform the farm equipment to the warranty by the manufacturer must be made within 18 months after the consumer reports the defect to the manufacturer.
- Makes a technical change.

Amendment No.

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 Griffitts offered the following:

Amendment

Remove lines 65-82 and insert:

continues to exist. All reasonable attempts to conform the farm equipment to the warranty by the manufacturer must be made within 18 months after the consumer reports the defect to the manufacturer in accordance with paragraph (a).

(d) In no event shall the presumption provided in paragraph (c) apply to a manufacturer unless the manufacturer or its authorized agent has received prior direct written notification from or on behalf of the consumer and been offered an opportunity to cure the alleged defect.

(e) It is an affirmative defense to any claim under this subsection that:

1. An alleged nonconformity does not substantially impair the farm equipment's use and market value; or

2. A nonconformity is the result of abuse or neglect, or of modifications to or alterations of the farm equipment not authorized by the manufacturer.

(f) This subsection may not be construed to limit or impair the rights or remedies which are otherwise available to a consumer under chapter 681.

(g) Any consumer who suffers a loss by reason of a violation of this subsection may bring a civil action to enforce

HB 657

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 657	**COMPANION BILL:** None
TITLE: Community Associations	**LINKED BILLS:** None
SPONSOR(S): Porras	**RELATED BILLS:** None

Committee References

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

SUMMARY

Effect of the Bill:
The bill:

- Requires homeowners' associations (HOAs) to include, or vote to include, "Kaufman" language in governing documents, which effectively subjects an HOA to Florida's current community association laws and any future enactments.
- Allows HOAs to be terminated pursuant to a plan of termination that meets certain requirements.
- Eliminates presuit mediation requirements for community associations.
- Creates a community association court program with jurisdiction over disputes arising under the Condominium Act, Cooperative Act, or Homeowners' Association Act.

Fiscal or Economic Impact:
The bill has an indeterminate impact on state government, local government, and the private sector.

JUMP TO SUMMARY ANALYSIS RELEVANT INFORMATION BILL HISTORY

ANALYSIS

EFFECT OF THE BILL:

Presuit Mediation Requirements for Community Associations
The bill eliminates presuit mediation requirements for community associations. (Sections 1, 2, and 5.)

Community Association Court Program
The bill allows a circuit court to create and administer a community association court program. Under the bill, a chief judge of a judicial circuit that creates a community association court program must designate at least one judge to preside over the program. The bill authorizes the chief judge to issue administrative orders concerning the community association court program. (Sections 1 and 7.)

The bill specifies that a community association court program has jurisdiction over disputes, including any related termination or enforcement proceedings, arising under Florida's Condominium Act, Cooperative Act, or Homeowners' Association Act. The bill authorizes a community association court program to do all of the following:

- Enforce all statutory rights of unit owners and parcel owners.
- Verify and compel compliance with all statutory requirements by community associations, boards of administration, and officers or directors of such boards.
- Order the Department of State to dissolve a community association.
- Appoint a receiver to manage the distribution of association assets and resolution of liabilities.
- Impose civil penalties for violations of statutory rights.
- Issue injunctive relief as appropriate.

- Award reasonable attorney fees and costs as appropriate. (Section 7.)

The bill requires the chief judge in each judicial circuit in which a community association court program is created to submit a report that summarizes the caseload of each community association court program and the outcomes of such caseload to the President of the Senate and the Speaker of the House of Representatives by January 1 of each year. (Section 7.)

The bill requires the Office of the State Courts Administrator to establish procedure, staffing, and reporting requirements for the operation of a community association court program. (Section 7.)

The bill specifies that the costs associated with the creation, operation, and compliance and enforcement duties of a community association court program will be funded through a general revenue appropriation to the Department of Business and Professional Regulation. (Section 7.)

Dissolution of Homeowners' Associations

The bill creates the Homeowners' Association Dissolution and Accountability Act under which an HOA may be terminated by a plan of termination that meets certain requirements specified by the bill. (Section 6.)

To initiate the process for terminating an HOA under the bill, a parcel owner must provide a petition for a plan of termination that has been signed by at least 20 percent of the voting interests of the HOA to the board of administration. Within 60 days of receiving such a petition, the bill requires the board to hold a meeting of the members, the notice for which must be made in accordance with s. 720.303(2), F.S.,[1] and include the following information:

- A copy of the proposed plan of termination;
- An explanation of how the common areas and the assets of the HOA will be managed or transferred; and
- The manner in which voting will take place. (Section 6.)

Voting Requirements

The bill requires a plan of termination to be approved by at least two-thirds of the total voting interests of an HOA, subject to the following conditions:

- The total voting interests must include all voting interests of the HOA for purposes of voting on a plan of termination.
- A voting interest may not be suspended for any reason when voting on a plan of termination.
- If the members of an HOA reject a plan of termination, a subsequent plan of termination may not be considered for at least 18 months after the date of the rejection. (Section 6.)

The bill specifies that a parcel owner desiring to reject a plan of termination must do so by voting to reject the plan in person or by proxy, or by delivering a written objection to the HOA before or at the meeting called for the purpose of voting on the plan. (Section 6.)

Approval by a Community Association Court Program

If a plan of termination is approved by an HOA, the bill requires the HOA's board to submit the approved plan to the community association court program in the judicial circuit where the HOA is located.[2] Within 45 days of receiving a plan of termination, the court program must examine the plan and notify the HOA by mail of any procedural deficiencies or that the plan is accepted. If a plan is accepted, the termination may proceed as authorized. The bill specifies that a plan of termination is presumed to be accepted if a community association court program fails to provide the required notice within the 45-day time period. (Section 6.)

[1] Section 720.303(2)(c), F.S., specifies notice requirements for board meetings of an HOA, unless different requirements are specified in an HOA's bylaws.

[2] Or, if a community association court program does not exist in the judicial circuit in which the HOA is located, a court of competent jurisdiction. (Section 6.)

The bill requires the board to record an approved plan of termination[3] that has been accepted by a community association court program in the public records of each county in which any portion of the HOA is located. The bill specifies that a plan of termination becomes effective upon recordation,[4] at which point title to the HOA's property vests in a termination trustee. (Section 6.)

Termination Trustee

The bill specifies that the board serves as an HOA's termination trustee unless a different person is appointed in a plan of termination, in which case the board must transfer any HOA property to that trustee. A termination trustee is vested with the powers given by an HOA's declaration and bylaws, in addition to certain other powers specified by the bill. The bill provides that the approval of a plan of termination does not terminate an HOA's board, which must continue in existence following approval of the plan with all powers and duties the board had before approval of the plan. (Section 6.)

The bill authorizes and requires an HOA's board to take the following actions after the approval of a plan of termination, notwithstanding any provision to the contrary in the HOA's declaration or bylaws:

- Employ directors, agents, attorneys, and other professionals to liquidate or conclude the affairs of the board.
- Conduct the affairs of the HOA as necessary for the liquidation or termination of the HOA.
- Carry out contracts and collect, pay, and settle debts and claims for and against the HOA.
- Defend suits brought against the HOA.
- Sue in the name of the HOA for all sums due or owed to the HOA or to recover any HOA property.
- Perform any act necessary to maintain, repair, or demolish unsafe or uninhabitable improvements or other HOA property in compliance with applicable codes.
- Sell at public or private sale or exchange, convey, or otherwise dispose of assets of the HOA for an amount deemed to be in the best interests of the HOA, and execute bills of sale and deeds of conveyance in the name of the HOA.
- Collect and receive rents, profits, accounts receivable, income, maintenance fees, special assessments, or insurance proceeds for the HOA.
- Contract and do anything in the name of the HOA which is proper or convenient to terminate the affairs of the HOA. (Section 6.)

The bill requires all HOA assets remaining after the payment of any debts to be distributed equally among members or as otherwise provided in a plan of termination. The bill prevents a member from being subject to personal liability for unpaid obligations of the HOA beyond the member's regular assessments or special assessments, as such assessments existed before the vote approving the termination. (Section 6.)

Ability to Petition a Court to Compel Compliance

The bill authorizes a member of an HOA to petition the community association court program in the judicial circuit in which the HOA is located[5] for an order compelling compliance with the bill's provisions if any of the following occurs:

- The board fails to call a meeting to vote on a plan of termination within the 60-day time period required by the bill.
- The board is unable, unwilling, or fails to act as termination trustee.
- The board refuses or fails to record the plan of termination or otherwise obstructs the termination process. (Section 6.)

The bill authorizes a community association court program to verify compliance with the procedural requirements of a plan of termination under the bill, including all voting requirements; order the Department of State to dissolve

[3] And the consents or joinders of parcel owners thereto. (Section 6.)
[4] Unless a later date is specified in the plan of termination. (Section 6.)
[5] Or, if a community association court program does not exist, a court of competent jurisdiction. (Section 6.)

the HOA; and appoint a receiver to manage the distribution of assets and resolution of liabilities of a dissolved HOA. (Section 6.)

The bill specifies the following actions by an HOA or an HOA's officers or directors are unlawful:

- Failing to call or notice a meeting after receipt of a valid petition for a plan of termination.
- Spending HOA funds to campaign for or against a plan of termination.
- Concealing any financial or property records relevant to a plan of termination. (Section 6.)

The bill provides that an officer or director who violates the above provisions is subject to:

- A civil penalty of up to $5,000 per violation.
- Removal from office by court order.
- Personal liability for legal fees incurred by the petitioners. (Section 6.)

"Kaufman" Language

Beginning July 1, 2026, the bill requires each newly formed and incorporated homeowners' association (HOA) to include in its governing documents certain language that effectively subjects the HOA and its governing documents to the current laws governing associations and any future amendments to those laws. This is known as "Kaufman" language. (Section 3.)

The bill requires HOAs in existence on or before July 1, 2026 to hold a meeting of its members by January 1, 2027, to vote whether to amend its governing documents to include Kaufman language. The bill specifies that the decision to include Kaufman language in an HOA's governing documents requires the affirmative approval of a majority of the voting interests at a meeting of the members at which a quorum has been attained. (Section 3.)

The bill has an effective date of July 1, 2026. (Section 9.)

FISCAL OR ECONOMIC IMPACT:

STATE GOVERNMENT:

The bill has an indeterminate impact on the Office of the State Courts Administrator which is responsible for establishing the procedures, staffing, and reporting requirements for the operation of a community association court program. A request for a formal analysis was submitted to the Office of the State Courts Administrator on December 17, 2025.

LOCAL GOVERNMENT:

The bill has an indeterminate impact on judicial circuits in the state that decide to create and administer a community association court program as authorized by the bill.

PRIVATE SECTOR:

The bill has an indeterminate positive impact on community associations and their members to the extent that the community association court program results in more resolved disputes. The bill has an indeterminate impact on homeowners' associations that wish to dissolve and terminate. A request for a formal analysis was submitted to the Department of Business and Professional Regulation on December 17, 2025.

RELEVANT INFORMATION

SUBJECT OVERVIEW:

Community Associations

A community association is a residential association in which membership is a condition of ownership of a unit in a planned unit development, or of a lot for a home or a mobile home, or of a townhouse, villa, condominium,

cooperative, or other residential unit which is part of a residential development scheme and which is authorized to impose a fee which may become a lien on the parcel.[6]

The table below summarizes the three major types of community associations recognized in Florida,[7] the Florida laws that govern them, and the type of ownership specific to each association:

Community Association	Ownership Structure	Governed By
Condominium Association	"Condominium" means that form of ownership of real property created pursuant to ch. 718, F.S., which is comprised entirely of units that may be owned by one or more persons, and in which there is, appurtenant to each unit, an undivided share in common elements.[8]	Ch. 718, F.S.
Cooperative Association	"Cooperative" means that form of ownership of real property wherein legal title is vested in a corporation or other entity and the beneficial use is evidenced by an ownership interest in the cooperative association and a lease or other evidence of title or possession granted by the cooperative association as the owner of all the cooperative property.[9]	Ch. 719, F.S.
Homeowners' Association	"Homeowners' association" means a Florida corporation responsible for the operation of a community or a mobile home subdivision in which the voting membership is made up of parcel owners or their agents, or a combination thereof, and in which membership is a mandatory condition of parcel ownership, and which is authorized to impose assessments that, if unpaid, may become a lien on the parcel.[10]	Ch. 720, F.S.

Presuit Mediation Requirements for Community Associations

Under Florida law, certain disputes between a homeowners' association and a parcel owner are subject to presuit mediation before the dispute is filed in court.[11] The disputes subject to presuit mediation include disputes regarding:

- The use of or changes to a parcel or the common areas and other covenant enforcement disputes.
- Amendments to an association's documents.
- Meetings of the board and committees appointed by the board.
- Member meetings *not* including election or recall disputes.
- Access to the official records of the association.[12]

Presuit mediation proceedings for community associations must be conducted in accordance with the applicable Florida Rules of Civil Procedure, and such proceedings are privileged and confidential to the same extent as court-ordered mediation.[13]

---

[6] S. 468.431(1), F.S.
[7] Other community associations recognized in Florida include vacation and timeshare plans. *See* ch. 721, F.S.
[8] S. 718.103(12), F.S.
[9] S. 719.103(12), F.S.
[10] S. 720.301(9), F.S. The term "homeowners' association" does not include a community development district or other similar special taxing district created pursuant to statute.
[11] *See* s. 720.311, F.S.
[12] S. 720.311(2)(a), F.S.
[13] *Id.*

The failure of a party to respond to a demand or response for presuit mediation, agree upon a mediator, make payment of fees and costs within the time established by the mediator, or appear for a scheduled mediation session without the approval of the mediator entitles the other party to proceed in court and seek an award of the costs and fees associated with the mediation.[14] A party's failure or refusal to participate in the mediation process bars the recovery of any fees and costs by such party in subsequent litigation relating to the dispute.[15]

Optional Termination for Condominium Associations

Under the Florida Condominium Act, the condominium form of ownership may be terminated for all or a portion of the condominium's property pursuant to a plan of termination that meets certain requirements and is approved by the Division of Florida Condominiums, Timeshares, and Mobile Homes (Division) within the Department of Business and Professional Regulation (DBPR).[16]

Florida law requires a plan of termination for a condominium association to be approved by at least 80 percent of the total voting interests of the condominium.[17] If 5 percent or more of the total voting interests of the condominium association rejects a plan of termination by negative vote or by providing written objections, however, the plan of termination may not proceed.[18]

The termination of a condominium association is subject to the following conditions:

- The total voting interests of the condominium must include all voting interests for the purpose of considering a plan of termination.
- A voting interest of the condominium may not be suspended for any reason when voting on termination.
- If 5 percent or more of the total voting interests of the condominium reject a plan of termination, a subsequent plan of termination may not be considered for 24 months after the date of the rejection.[19]

Once a plan of termination is approved by a condominium association, the plan must be submitted to the Division. The Division must examine the plan of termination to determine its procedural sufficiency and, within 45 days of receiving the plan, the Division must notify the condominium association by mail of any procedural deficiencies or that the plan is accepted.[20] If the Division does not provide notice within the 45-day time period, the plan of termination is presumed to be accepted.[21] If the Division determines that the requisite conditions have been met and that the plan complies with procedural requirements, the Division must approve the termination, at which point the termination may proceed as authorized.[22]

The approval of a plan of termination does not terminate a condominium association, which shall continue to exist with all of the powers and duties it had before the plan was approved. Notwithstanding any provision to the contrary in a condominium association's declaration or bylaws, after approval of a plan of termination, the condominium association's board must:

- Employ directors, agents, attorneys, and other professionals to liquidate or conclude its affairs.
- Conduct the affairs of the association as necessary for the liquidation or termination.
- Carry out contracts and collect, pay, and settle debts and claims for and against the association.
- Defend suits brought against the association.
- Sue in the name of the association for all sums due or owed to the association or to recover any of its property.

---

[14] S. 720.311(2)(b), F.S.
[15] *Id.*
[16] S. 718.117(3), F.S.
[17] *Id.*
[18] *Id.*
[19] S. 718.117(3)(a), F.S.
[20] S. 718.117(3)(e), F.S.
[21] *Id.*
[22] *Id.*

- Perform any act necessary to maintain, repair, or demolish unsafe or uninhabitable improvements or other condominium property in compliance with applicable codes.
- Sell at public or private sale or exchange, convey, or otherwise dispose of assets of the association for an amount deemed to be in the best interests of the association, and execute bills of sale and deeds of conveyance in the name of the association.
- Collect and receive rents, profits, accounts receivable, income, maintenance fees, special assessments, or insurance proceeds for the association.
- Contract and do anything in the name of the association which is proper or convenient to terminate the affairs of the association.[23]

Impairment of Contracts and Community Association Law

The U.S. Constitution and the Florida Constitution prohibit states from passing any law "impairing the obligation of contracts."[24] The Florida Supreme Court has interpreted the language under the Florida Constitution to mean, as a general rule, the Legislature is prohibited from enacting any law that impairs vested rights under a contract between private parties.[25]

The governing documents of a community association are essentially contracts between a community association and its members. The governing documents of an association include:

- The recorded declaration of covenants for the community and all duly adopted amendments, supplements, and exhibits thereto; and
- The articles of incorporation and bylaws of the association and all duly adopted amendments thereto.[26]

For community associations, the general rule against the impairment of contracts means that an amended statute may not be applied to an association's governing documents if the new or amended statute impairs a vested right guaranteed by the governing documents.[27] A statute impairs the governing documents if it creates a new obligation, imposes a new penalty, or diminishes a vested right.[28] A vested right is a right derived from an association's governing documents, whereas a statutory right is derived from state statute.[29]

"Kaufman" Language

Notwithstanding the general rule against the impairment of contracts, an exception exists if an association's governing documents incorporate future legislative enactments. To accomplish this, the governing documents must contain language in substantially the following form: "This association and the association's governing documents are governed by the Florida Homeowners' Association Act [or the Condominium Act, as applicable], ***as amended from time to time***." The phrase "as amended from time to time" effectively incorporates future legislative enactments and is known as Kaufman language.[30]

If the governing documents of an association have Kaufman language, an amended statute under Florida's community association laws does not impair the governing documents and may apply to the association, as the governing documents have already incorporated any future changes to those laws.

---

[23] S. 718.117(6), F.S.
[24] U.S. CONST. art. I, § 10, cl. 1; FLA. CONST. art. I, § 10.
[25] *See Dewberry v. Auto-Owners Ins. Co.*, 363 So. 2d 1077, 1080 (Fla. 1978). *See also* Eric Glazer and Louis Goetz, *Florida Community Association Law: Contracts Clause Application in an Ever-Changing Legislative Landscape* (Sep./Oct. 2015), Fla. Bar Journal, Vol. 89 No. 8, https://www.floridabar.org/the-florida-bar-journal/florida-community-association-law-contracts-clause-application-in-an-ever-changing-legislative-landscape/ (last visited Jan. 15, 2026).
[26] S. 720.301(8), F.S.
[27] *See Cohn v. The Grand Condominium Ass'n, Inc.*, 62 So. 3d 1120 (Fla. 2011); *see also Pomponio v. Claridge of Pompano Condo, Inc.*, 378 So. 2d 774, 776 (Fla. 1979).
[28] *See R.A.M. of South Fla., Inc., v. WCI Communities, Inc.*, 869 So. 2d 1210 (Fla. 2d DCA 2004) (quoting *Div. of Workers' Comp. v. Brevada*, 420 So. 2d 887, 891 (Fla. 1st DCA 1982).
[29] *See R.A.M. of South Fla.*, 869 So. 2d at 1210. *See also* Eric Glazer, *Florida Community Association Law*, Fla. Bar Journal (Sep./Oct. 2015), Vol. 89 No. 8.
[30] *See Kaufman v. Shere*, 347 So. 2d 627 (Fla. 3d DCA 1977), cert. den., 355 So 2d 517 (Fla. 1978).

RECENT LEGISLATION:

YEAR	BILL #/SUBJECT	HOUSE/*SENATE* SPONSOR(S)	OTHER INFORMATION
2025	CS/CS/HB 983	Porras/ *Arrington*	Amended provisions in the Homeowners' Association Act. Died in the House.
2024	CS/CS/CS/HB 1021	Lopez, V./ *Bradley*	Amended provisions in the Condominium Act, Cooperative Act, and Homeowners' Association Act. Approved by the Governor.
2023	CS/CS/HB 919	Porras, Fernandez-Barquin/ *Rodriguez*	Amended provisions in the Condominium Act, Cooperative Act, and Homeowners' Association Act. Approved by the Governor.

BILL HISTORY

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

A bill to be entitled

An act relating to community associations; amending s. 718.1255, F.S.; removing presuit mediation requirements; amending s. 720.302, F.S.; conforming a provision to changes made by the act; amending s. 720.303, F.S.; requiring associations to include a specified statement in the governing documents or to hold a meeting by a date certain to vote to amend the governing documents to include such statement; requiring a vote held at such meetings to be approved by a certain amount of the voting interests; amending s. 720.306, F.S.; conforming a cross-reference; amending s. 720.311, F.S.; removing presuit mediation requirements; requiring that specified arbitrators conduct arbitration proceedings; creating s. 720.319, F.S.; providing a short title; providing legislative findings; authorizing a homeowners' association to be terminated; providing requirements for the termination of a homeowners' association; providing conditions for a plan of termination; requiring an approved plan of termination be submitted to a community association court program and recorded in the public records of each county in which the association is located; providing duties and responsibilities of a termination trustee; authorizing a member to file a petition with

a community association court program under certain circumstances; authorizing a community association court program to take certain actions; providing responsibilities of the board after approval of a plan of termination; providing for the distribution of assets and paying of lawful debts after an association is terminated; specifying unlawful actions by an association or its officers or directors; providing penalties; creating s. 720.32, F.S.; providing legislative intent; authorizing circuit courts to create and administer a community association court program; providing duties of the chief judge; providing the jurisdiction of the community association court program; authorizing the community association court program to take certain actions; requiring the chief judge of certain judicial circuits to submit to the Legislature a specified report annually by a specified date; providing duties of the Office of the State Courts Administrator; providing that certain costs associated with the community association court program be funded through an appropriation to the Department of Business and Professional Regulation; amending s. 34.01, F.S.; conforming a provision to changes made by the act; providing an effective date.

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

Section 1. Subsections (6) and (7) of section 718.1255, Florida Statutes, are renumbered as subsections (5) and (6), respectively, and paragraphs (a), (h), (k), and (m) of subsection (4) and present subsection (5) of that section are amended, to read:

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

(4) NONBINDING ARBITRATION AND MEDIATION OF DISPUTES.—The Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation may employ full-time attorneys to act as arbitrators to conduct the arbitration hearings provided by this chapter. The division may also certify attorneys who are not employed by the division to act as arbitrators to conduct the arbitration hearings provided by this chapter. A person may not be employed by the department as a full-time arbitrator unless he or she is a member in good standing of The Florida Bar. A person may only be certified by the division to act as an arbitrator if he or she has been a member in good standing of The Florida Bar for at least 5 years and has mediated or arbitrated at least 10 disputes involving condominiums in this state during the 3 years immediately preceding the date of application, mediated or arbitrated at

least 30 disputes in any subject area in this state during the 3 years immediately preceding the date of application, or attained board certification in real estate law or condominium and planned development law from The Florida Bar. Arbitrator certification is valid for 1 year. An arbitrator who does not maintain the minimum qualifications for initial certification may not have his or her certification renewed. The department may not enter into a legal services contract for an arbitration hearing under this chapter with an attorney who is not a certified arbitrator unless a certified arbitrator is not available within 50 miles of the dispute. The department shall adopt rules of procedure to govern such arbitration hearings including mediation incident thereto. The decision of an arbitrator is final; however, a decision is not deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo unless the parties have agreed that the arbitration is binding. If judicial proceedings are initiated, the final decision of the arbitrator is admissible in evidence in the trial de novo.

(a) Before the institution of court litigation, a party to a dispute, other than an election or recall dispute, must ~~shall either~~ petition the division for nonbinding arbitration or request that the case be referred to mediation ~~initiate presuit mediation as provided in subsection (5)~~. Arbitration is binding on the parties if all parties in arbitration agree to be bound

in a writing filed in arbitration. The petition must be accompanied by a filing fee in the amount of $50. Filing fees collected under this section must be used to defray the expenses of the alternative dispute resolution program.

(h) Mediation proceedings must generally be conducted in accordance with the Florida Rules of Civil Procedure, and these proceedings are privileged and confidential to the same extent as court-ordered mediation. Persons who are not parties to the dispute are not allowed to attend the mediation conference without the consent of all parties, with the exception of counsel for the parties and corporate representatives designated to appear for a party. If the mediator declares an impasse after a mediation conference has been held, the arbitration proceeding terminates, unless all parties agree in writing to continue the arbitration proceeding, in which case the arbitrator's decision shall be binding or nonbinding, as agreed upon by the parties; in the arbitration proceeding, the arbitrator shall not consider any evidence relating to the unsuccessful mediation except in a proceeding to impose sanctions for failure to appear at the mediation conference. If the parties do not agree to continue arbitration, the arbitrator shall enter an order of dismissal, and either party may institute a suit in a community association court program under s. 720.32 or a court of competent jurisdiction. The parties may seek to recover any costs and attorney fees incurred in connection with arbitration and

mediation proceedings under this section as part of the costs and fees that may be recovered by the prevailing party in any subsequent litigation.

(k) The arbitration decision shall be rendered within 30 days after the hearing and presented to the parties in writing. An arbitration decision is final in those disputes in which the parties have agreed to be bound. An arbitration decision is also final if a complaint for a trial de novo is not filed in a community association court program under s. 720.32 or a court of competent jurisdiction in which the condominium is located within 30 days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party in an arbitration proceeding shall be awarded the costs of the arbitration and reasonable attorney fees in an amount determined by the arbitrator. Such an award shall include the costs and reasonable attorney fees incurred in the arbitration proceeding as well as the costs and reasonable attorney fees incurred in preparing for and attending any scheduled mediation. An arbitrator's failure to render a written decision within 30 days after the hearing may result in the cancellation of his or her arbitration certification.

(m) Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a community association court program under s. 720.32 or a court of

competent jurisdiction in which the condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition for enforcement is granted, the petitioner shall recover reasonable attorney fees and costs incurred in enforcing the arbitration award. A mediation settlement may also be enforced through the county or circuit court or a community association court program, as applicable, and any costs and fees incurred in the enforcement of a settlement agreement reached at mediation must be awarded to the prevailing party in any enforcement action.

~~(5) PRESUIT MEDIATION.—In lieu of the initiation of nonbinding arbitration as provided in subsections (1)-(4), a party may submit a dispute to presuit mediation in accordance with s. 720.311; however, election and recall disputes are not eligible for mediation and such disputes must be arbitrated by the division or filed in a court of competent jurisdiction.~~

Section 2. Subsection (2) of section 720.302, Florida Statutes, is amended to read:

720.302 Purposes, scope, and application.—

(2) 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.

Section 3. Subsection (1) of section 720.303, Florida Statutes, is amended to read:

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

(1) POWERS AND DUTIES.—

(a) An association that operates a community as defined in s. 720.301 must be operated by an association that is a Florida corporation. After October 1, 1995, the association must be incorporated and the initial governing documents must be

recorded in the official records of the county in which the community is located. An association may operate more than one community.

(b) The officers and directors of an association are subject to s. 617.0830 and have a fiduciary relationship to the members who are served by the association.

(c) The powers and duties of an association include those set forth in this chapter and, except as expressly limited or restricted in this chapter, those set forth in the governing documents.

1. Beginning July 1, 2026, each newly formed and incorporated association must include the following statement in the governing documents:

This association and the association's governing documents are governed by the Florida Condominium Act, as amended from time to time.

2. By January 1, 2027, each association in existence on or before July 1, 2026, must hold a meeting of the members in accordance with s. 720.306 to vote whether to amend the governing documents of the association to include the statement in subparagraph 1. The association must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained in order to

amend the governing documents under this subparagraph.

(d) After control of the association is obtained by members other than the developer, the association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all members concerning matters of common interest to the members, including, but not limited to, the common areas; roof or structural components of a building, or other improvements for which the association is responsible; mechanical, electrical, or plumbing elements serving an improvement or building for which the association is responsible; representations of the developer pertaining to any existing or proposed commonly used facility; and protest of ad valorem taxes on commonly used facilities. The association may defend actions in eminent domain or bring inverse condemnation actions. Before commencing litigation against any party in the name of the association involving amounts in controversy in excess of $100,000, the association must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained. This paragraph ~~subsection~~ does not limit any statutory or common-law right of any individual member or class of members to bring any action without participation by the association.

(e) A member does not have authority to act for the association by virtue of being a member. An association may have more than one class of members and may issue membership

certificates.

(f) An association of 15 or fewer parcel owners may enforce only the requirements of those deed restrictions established prior to the purchase of each parcel upon an affected parcel owner or owners.

Section 4. Paragraph (h) of subsection (1) of section 720.306, Florida Statutes, is amended to read:

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

(1) QUORUM; AMENDMENTS.—

(h)1. Except as otherwise provided in this paragraph, any governing document, or amendment to a governing document, that is enacted after July 1, 2021, and that prohibits or regulates rental agreements applies only to a parcel owner who acquires title to the parcel after the effective date of the governing document or amendment, or to a parcel owner who consents, individually or through a representative, to the governing document or amendment.

2. Notwithstanding subparagraph 1., an association may amend its governing documents to prohibit or regulate rental agreements for a term of less than 6 months and may prohibit the rental of a parcel for more than three times in a calendar year, and such amendments shall apply to all parcel owners.

3. This paragraph does not affect the amendment restrictions for associations of 15 or fewer parcel owners under

s. 720.303(1)(f) ~~s. 720.303(1)~~.

4. For purposes of this paragraph, a change of ownership does not occur when a parcel owner conveys the parcel to an affiliated entity, when beneficial ownership of the parcel does not change, or when an heir becomes the parcel owner. For purposes of this subparagraph, the term "affiliated entity" means an entity that controls, is controlled by, or is under common control with the parcel owner or that becomes a parent or successor entity by reason of transfer, merger, consolidation, public offering, reorganization, dissolution or sale of stock, or transfer of membership partnership interests. For a conveyance to be recognized as one made to an affiliated entity, the entity must furnish to the association a document certifying that this subparagraph applies and provide any organizational documents for the parcel owner and the affiliated entity which support the representations in the certificate, as requested by the association.

5. For purposes of this paragraph, a change of ownership does occur when, with respect to a parcel owner that is a business entity, every person that owned an interest in the real property at the time of the enactment of the amendment or rule conveys their interest in the real property to an unaffiliated entity.

Section 5. Section 720.311, Florida Statutes, is amended to read:

720.311 Dispute resolution.—

(1) 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 tolls ~~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. The arbitration proceeding must be conducted by a department arbitrator or by a private arbitrator certified by the department. 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. 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'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'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'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'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)~~

~~(b) Service of the statutory demand to participate in presuit mediation shall be effected by sending a letter in substantial conformity with the above form by certified mail, return receipt requested, with an additional copy being sent by regular first-class mail, to the address of the responding party~~

~~as it last appears on the books and records of the association. The responding party has 20 days from the date of the mailing of the statutory demand to serve a response to the aggrieved party in writing. The response shall be served by certified mail, return receipt requested, with an additional copy being sent by regular first-class mail, to the address shown on the statutory demand. Notwithstanding the foregoing, once the parties have agreed on a mediator, the mediator may reschedule the mediation for a date and time mutually convenient to the parties. The parties shall share the costs of presuit mediation equally, including the fee charged by the mediator, if any, unless the parties agree otherwise, and the mediator may require advance payment of its reasonable fees and costs. The failure of any party to respond to a demand or response, to agree upon a mediator, to make payment of fees and costs within the time established by the mediator, or to appear for a scheduled mediation session without the approval of the mediator, shall constitute the failure or refusal to participate in the mediation process and shall operate as an impasse in the presuit mediation by such party, entitling the other party to proceed in court and to seek an award of the costs and fees associated with the mediation. Additionally, notwithstanding the provisions of any other law or document, persons who fail or refuse to participate in the entire mediation process may not recover attorney's fees and costs in subsequent litigation relating to~~

~~the dispute. If any presuit mediation session cannot be scheduled and conducted within 90 days after the offer to participate in mediation was filed, an impasse shall be deemed to have occurred unless both parties agree to extend this deadline.~~

(2)~~(c)~~ In ~~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 arbitration ~~presuit mediation~~, and as to any issue that is settled at arbitration ~~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 may ~~shall be entitled to~~ seek recovery

of all costs and attorney ~~attorney's~~ fees incurred in the arbitration ~~presuit mediation~~ process.

(3) ~~(d)~~ An ~~A mediator or~~ arbitrator is ~~shall be~~ authorized to conduct ~~mediation or~~ arbitration under this section only if he or she has been certified as a circuit court civil ~~mediator or~~ arbitrator~~, respectively,~~ pursuant to the requirements established by the Florida Supreme Court. ~~Settlement agreements resulting from mediation shall not have precedential value in proceedings involving parties other than those participating in the mediation to support either a claim or defense in other disputes.~~

~~(e) The presuit mediation procedures provided by this subsection may be used by a Florida corporation responsible for the operation of a community in which the voting members are parcel owners or their representatives, in which membership in the corporation is not a mandatory condition of parcel ownership, or which is not authorized to impose an assessment that may become a lien on the parcel.~~

Section 6. Section 720.319, Florida Statutes, is created to read:

720.319 Dissolution of homeowners' association.—

(1) This section may be cited as the "Homeowners' Association Dissolution and Accountability Act."

(2) The Legislature finds that:

(a) Homeowners' associations are created as authorized by

general law and are subject to covenants that encumber the land and restrict the use of real property.

(b) In some circumstances, the continued enforcement of those covenants may no longer serve the homeowners' or community's interest and it is the public policy of this state to provide by general law a method to preserve the value of the property interests and the rights of alienation thereof that homeowners have in their parcels before and after termination.

(c) It is contrary to the public policy of this state to require the continued operation of a homeowners' association when such continuation is made impossible by law or regulation.

(d) It is in the best interest of this state to provide for termination of the declaration of covenants in certain circumstances in order to:

1. Prevent covenants from impairing the continued productive use of the property.

2. Provide fair treatment and just compensation for parcel owners and preserve property values and the local property tax base.

3. Preserve the state's long history of protecting homestead property rights by ensuring that such protection is extended to parcel owners whose parcel is their homestead in the context of a termination of a declaration of covenants for an association.

(3) A homeowners' association may be terminated by a plan

of termination that meets the requirements of this section and is approved by a community association court program under s. 720.32.

(4) A plan of termination is subject to the following conditions:

(a) The total voting interests of the association must include all voting interests for the purpose of considering a plan of termination. A voting interest of the association may not be suspended for any reason when voting on termination under this section.

(b) If the members reject a plan of termination, a subsequent plan of termination under this section may not be considered for at least 18 months after the date of the rejection.

(5)(a) A parcel owner who wishes to terminate a homeowners' association in which he or she is a member must provide to the board of administration a petition for a plan of termination that is signed by at least 20 percent of the voting members of the association. The board must hold a meeting of the members within 60 days after receipt of the signed petition.

(b) Notice of such meeting must be made in accordance with s. 720.303(2) and include the following information:

1. A copy of the proposed plan of dissolution.

2. An explanation of how the common areas and the assets of the association will be managed or transferred.

3. The manner in which voting will take place.

(c) If the board fails to call a meeting within the 60-day time period, any member may petition a community association court program under s. 720.32 or, if a community association court program does not exist in the judicial circuit in which the association is located, a court of competent jurisdiction for an order compelling compliance with this section.

(6)(a) A plan of termination must be approved by at least two-thirds of the total voting interests of the association.

(b) A parcel owner desiring to reject the plan of termination must do so by either voting to reject the plan in person or by proxy or by delivering a written objection to the association before or at the meeting called under subsection (5).

(7) If a plan of termination is approved, the board must submit such plan to the community association court program in the judicial circuit in which the association is located or, if a community association court program does not exist, a court of competent jurisdiction. The court shall examine the plan of termination and determine its procedural sufficiency and, within 45 days after receipt of the plan, notify the association by mail of any procedural deficiencies or that the plan is accepted. If notice is not provided within the 45-day time period, the plan of termination is presumed to be accepted. If the court determines that the conditions required by this

section have been met and that the plan of termination complies with the procedural requirements of this section, the court must authorize the termination and the termination may proceed as authorized in this section.

(8)(a) A plan of termination and the consents or joinders of parcel owners must be recorded in the public records of each county in which any portion of the association is located. The plan is effective only upon recordation or at a later date specified in the plan.

(b) Upon recordation or at a later date specified in the plan of termination, title to the association property vests in a termination trustee. The board serves as such trustee unless another person is appointed in the plan of termination. If the board is not the termination trustee, the board must transfer any association property to such trustee. The termination trustee is vested with the powers given by the declaration and bylaws of the association and subsection (10). If the board is unable, unwilling, or fails to act as termination trustee, a parcel owner may petition the community association court program to appoint a termination trustee.

(9) If the board fails to hold the meeting under subsection (5), obstructs the termination process, or refuses to record the decision of the members to terminate, a member may file a petition with the community association court program in the judicial circuit in which the association is located or, if

a community association court program does not exist, a court of competent jurisdiction. A community association court program may do all of the following:

(a) Verify compliance with the procedural requirements of this section and all statutory voting requirements.

(b) Order the Department of State to dissolve the homeowners' association.

(c) Appoint a receiver to manage the distribution of assets and resolution of liabilities.

(10) The approval of the plan of termination does not terminate the board of administration, which shall continue in existence following approval of the plan of termination with all powers and duties such board had before approval of the plan. Notwithstanding any provision to the contrary in the declaration or bylaws, after approval of the plan of termination the board must:

(a) Employ directors, agents, attorneys, and other professionals to liquidate or conclude the board's affairs.

(b) Conduct the affairs of the association as necessary for the liquidation or termination.

(c) Carry out contracts and collect, pay, and settle debts and claims for and against the association.

(d) Defend suits brought against the association.

(e) Sue in the name of the association for all sums due or owed to the association or to recover any association property.

(f) Perform any act necessary to maintain, repair, or demolish unsafe or uninhabitable improvements or other association property in compliance with applicable codes.

(g) Sell at public or private sale or exchange, convey, or otherwise dispose of assets of the association for an amount deemed to be in the best interests of the association, and execute bills of sale and deeds of conveyance in the name of the association.

(h) Collect and receive rents, profits, accounts receivable, income, maintenance fees, special assessments, or insurance proceeds for the association.

(i) Contract and do anything in the name of the association which is proper or convenient to terminate the affairs of the association.

(11)(a) All remaining association assets after the payment of any lawful debts must be distributed equally among members or as otherwise provided in the plan of termination.

(b) A member may not be subject to personal liability for unpaid obligations beyond the member's regular assessments or special assessments that existed before the vote for termination.

(12)(a) The following actions by an association or the officers or directors thereof are unlawful:

1. Failing to call or notice a meeting after receipt of a valid petition for a plan of termination.

2. Spending association funds to campaign for or against the plan of termination.

3. Concealing any financial or property records relevant to the plan of termination.

(b) An officer or a director who violates paragraph (a) is subject to any of the following:

1. A civil penalty of up to $5,000 per violation.

2. Removal from office by court order.

3. Personal liability for legal fees incurred by the petitioners.

Section 7. Section 720.32, Florida Statutes, is created to read:

720.32 Community association court program.—

(1) It is the intent of the Legislature to encourage and support the judicial circuits of the state to create and maintain a community association court program in each judicial circuit. The purpose of a community association court program is to address disputes that arise between community associations and the members thereof or between members within a community association. It is the intent of the Legislature that this section provide a detailed statewide standard for the creation, operation, and procedures for community association court programs.

(2) A circuit court may create and administer a community association court program. The chief judge shall designate at

least one judge to preside over the community association court program. The chief judge may issue administrative orders concerning the community association court program.

(3) The community association court program has jurisdiction over disputes, including any related termination or enforcement proceedings, arising under any of the following:

(a) Chapter 718, the Condominium Act.

(b) Chapter 719, the Cooperative Act.

(c) Chapter 720, the Homeowners' Association Act.

(4) The community association court program may do all of the following:

(a) Enforce all statutory rights of unit owners and parcel owners.

(b) Verify and compel compliance with all statutory requirements by community associations, boards of administration, and officers or directors of such boards.

(c) Order the Department of State to dissolve a community association.

(d) Appoint a receiver to manage the distribution of association assets and resolution of liabilities.

(e) Impose civil penalties for violations of statutory rights.

(f) Issue injunctive relief as appropriate.

(g) Award reasonable attorney fees and costs as appropriate.

(5) By January 1 of each year, the chief judge in each judicial circuit in which a community association court program is created shall submit to the President of the Senate and the Speaker of the House of Representatives a report that summarizes the caseload of each community association court program and the outcomes of such caseload.

(6) The Office of the State Courts Administrator shall establish procedure, staffing, and reporting requirements for the operation of the community association court program.

(7) The costs associated with the creation, operation, and compliance and enforcement duties of the community association court program shall be funded through a general revenue appropriation to the department.

Section 8. Paragraph (d) of subsection (1) of section 34.01, Florida Statutes, is amended to read:

34.01 Jurisdiction of county court.—

(1) County courts shall have original jurisdiction:

(d) Of disputes occurring in ~~the~~ homeowners' associations ~~as described in s. 720.311(2)(a)~~, which shall be concurrent with jurisdiction of the circuit courts.

Section 9. This act shall take effect July 1, 2026.

HOUSING, AGRICULTURE & TOURISM SUBCOMMITTEE

HB 657 by Rep. Porras
Community Associations

AMENDMENT SUMMARY
January 21, 2026

Amendment #614975 by Rep. Porras (Lines 53-54): The amendment:

- Provides that the governing documents of a homeowners' association (HOA) are terminated and unenforceable upon dissolution.
- Applies the bill's requirements for HOAs to include or vote to include "Kaufman language" in their governing documents to condominium associations.

Amendment #470549 by Rep. Porras (Lines 211-219): The amendment makes clarifying, technical changes.

Amendment #885573 by Rep. Porras (Lines 255-256): The amendment creates a duty of loyalty for directors, officers, and committee members to an HOA and its members, and creates conflict of interest disclosure requirements for such directors, officers, and committee members.

Amendment #333675 by Rep. Porras (Lines 615-639): The amendment:

- Prohibits an HOA's voting interest from being suspended for any reason for purposes of signing a petition for a plan of termination.
- Makes certain other technical, clarifying changes.

Amendment #913569 by Rep. Porras (Lines 631, 643, and 676): The amendment makes clarifying, technical changes.

Amendment #662115 by Rep. Porras (Line 649): The amendment makes clarifying, technical changes.

Amendment #661803 by Rep. Porras (Lines 683 and 769): The amendment makes clarifying, technical changes.

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 53 and 54, insert:

Section 1. Section 712.13, Florida Statutes, is created to read:

712.13 Governing documents associated with dissolved homeowners' associations.—

(1) The Legislature finds that when a homeowners' association has been dissolved, voluntarily or involuntarily, the recorded governing documents created solely for the association's benefit may remain in the county records indefinitely, imposing an undue burden on private property owners. It is the intent of the Legislature to restore and

protect private property rights by ensuring that such encumbrances are properly extinguished or removed from the official records of the county when the association ceases to exist.

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

(a) "Dissolved association" means a homeowners' association that has filed articles of dissolution with the Department of State under chapter 617 or has otherwise ceased its legal operation and existence.

(b) "Exclusive easement" means an easement recorded for the sole benefit or use of a homeowners' association or its members.

(c) "Governing documents" has the same meaning as in s. 720.301.

(d) "Servient estate" means the real property burdened by an easement.

(3)(a) Upon the dissolution of a homeowners' association, the governing documents of the association, which were recorded in the official records of a county and created solely for the operation or benefit of the dissolved association or its members, are deemed terminated and are unenforceable.

(b) The recorded governing documents may not be construed to create any rights for the general public or for any successor entity unless expressly provided by law.

(c) The clerk of the circuit court shall, upon receipt of a certified copy of the association's articles of dissolution, mark or otherwise indicate in the county's official records that the governing documents for the dissolved association are terminated and inactive.

(4)(a) An exclusive easement created for the benefit of a homeowners' association or its members must revert to the servient estate upon dissolution of the association if the owner of the servient estate has continuously paid his or her ad valorem taxes on the land encumbered by the easement.

(b) Upon reversion, the exclusive easement is extinguished and the owner of the servient estate regains full rights of ownership, possession, and control of the land encumbered by the easement.

(c) An easement formerly held by a homeowners' association may not become a public right-of-way, trail, or access route unless a separate, valid written notice in accordance with s. 712.06 has been recorded to preserve the easement for the benefit of the public.

(5) This section does not impair or extinguish easements, covenants, or restrictions benefiting individual property owners which were separately recorded or preserved under this chapter.

(6) This section applies both prospectively and retroactively to homeowners' associations dissolved before, on, or after July 1, 2026.

Section 2. Subsection (8) is added to section 718.104, Florida Statutes, to read:

718.104 Creation of condominiums; contents of declaration.—Every condominium created in this state shall be created pursuant to this chapter.

(8)(a) Beginning July 1, 2026, each association formed on or after that date must include the following statement in the governing documents:

This association and the association's governing documents are governed by the Florida Condominium Act, as amended from time to time.

(b) By January 1, 2027, each association in existence before July 1, 2026, must hold a meeting of the members in accordance with s. 718.112 to vote whether to amend the governing documents of the association to include the statement in paragraph (a). The association must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained in order to amend the governing documents under this paragraph.

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

Remove line 2 and insert:

An act relating to community associations; creating s. 712.13, F.S.; providing legislative findings and intent; providing definitions; providing that the recorded governing documents of a dissolved homeowners' association are deemed terminated and unenforceable; requiring the clerk of the circuit court to indicate in the county records that a dissolved association's governing documents are terminated and inactive; requiring certain exclusive easements to revert to the servient estate upon dissolution of a homeowners' association under certain circumstances; providing for the extinguishment of such easement; prohibiting an easement held by a dissolved association from becoming a public right-of-way, trail, or access route unless the easement is separately recorded for public use; providing construction; providing retroactive applicability; amending s. 718.104, F.S.; requiring condominium associations to include a specified statement in the governing documents or to hold a meeting by a date certain to vote to amend the governing documents to include such statement; requiring a vote held at such

meetings to be approved by a certain amount of the voting interests; amending s.

Amendment No.

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

Remove lines 211-219 and insert:

1. Beginning July 1, 2026, each association formed on or after that date must include the following statement in the governing documents:

This association and the association's governing documents are governed by the Florida Homeowners' Association Act, as amended from time to time.

2. By January 1, 2027, each association in existence

Amendment No.

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 255 and 256, insert:

(11) Conflict of Interest.

(a) A director, officer, or committee member of an association owes a duty of loyalty to the association and its members.

(b) A conflict of interest exists when a director, officer, or committee member has a direct or indirect financial interest in a transaction, contract, or decision under consideration by the association.

(c) A director, officer, or committee member with a conflict of interest must disclose the nature and extent of the

interest in writing to the board before any discussion or vote on the matter.

(d) After disclosure, the interested director, officer, or committee member may not participate in discussion or vote on the matter.

(e) A transaction involving a conflict of interest is voidable by the association unless the transaction was approved by a majority of the voting interests of the association after full disclosure by the interested director, officer, or committee member.

(f) Compensating or contracting with a director, officer, or committee member of the association or an immediate family member thereof creates a rebuttable presumption of a conflict of interest.

(g) This subsection may not be waived or limited by the governing documents of the association.

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

Remove line 11 and insert:
by a certain amount of the voting interests; creating certain conflict of interest disclosure requirements for directors, officers, and committee members of an association; amending

Amendment No.

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

Remove lines 615-639 and insert:

(c) A plan of termination must be approved by at least two-thirds of the total voting interests of the association.

(d) A parcel owner desiring to reject the plan of termination must do so by either voting to reject the plan in person or by proxy or by delivering a written objection to the association before or at the meeting called under subsection (5).

(5)(a) A parcel owner who wishes to terminate a homeowners' association in which he or she is a member must provide to the board of administration a petition for a plan of

termination that is signed by at least 20 percent of the voting members of the association. The board must hold a meeting of the members within 60 days after receipt of the signed petition. A voting interest of the association may not be suspended for any reason for purposes of signing the petition or determining whether the requisite 20 percent threshold for such petition has been met under this paragraph.

(b) Notice of such meeting must be made in accordance with s. 720.303(2) and include the following information:

1. A copy of the proposed plan of dissolution.

2. An explanation of how the common areas and the assets of the association will be managed or transferred.

3. The manner in which voting will take place.

(c) If the board fails to call a meeting within the 60-day time period, any member may petition a community association court program under s. 720.32 or, if a community association court program does not exist in the judicial circuit in which the association is located, a court of competent jurisdiction for an order compelling compliance with this section.

Amendment No.

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

Remove line 631 and insert:

the association is located, another court of competent jurisdiction

Remove line 643 and insert:

a community association court program does not exist, another court of

Remove line 676 and insert:

a community association court program does not exist, another court of

Amendment No.

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

Remove line 649 and insert:

period, the plan of termination is deemed to be accepted.

Amendment No.

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

Remove line 683 and insert:

(c) Appoint a termination trustee to manage the distribution of

Remove line 769 and insert:

(d) Appoint a termination trustee to manage the distribution of

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 837	**COMPANION BILL:** SB 962 (Bradley)
TITLE: Affordable Housing	**LINKED BILLS:** None
SPONSOR(S): Busatta	**RELATED BILLS:** None

Committee References

Housing, Agriculture & Tourism ➤ Intergovernmental Affairs ➤ Commerce

SUMMARY

Effect of the Bill:
The bill provides that under the Live Local Act, counties and municipalities are not required to authorize multifamily and mixed-use residential uses for an area if the area is also a farm or farm operation, or utilized for uses associated therewith.

Fiscal or Economic Impact:
The bill has an indeterminate fiscal impact on local governments, and likely no fiscal impact on state government.

JUMP TO SUMMARY ANALYSIS RELEVANT INFORMATION BILL HISTORY

ANALYSIS

EFFECT OF THE BILL:

The bill exempts farms and farm operations from the Live Local Act.

The bill amends the Live Local Act to provide that farms or farm operations, as defined in the Florida Right to Farm Act, or uses associated with farming, including the packaging and sale of products raised on the premises, are not considered commercial, industrial, or mixed uses.

Accordingly, counties and municipalities are not required to authorize multifamily and mixed-use residential uses for an area if the area is also a farm or farm operation, or utilized for uses associated therewith. (Sections 1 and 2)

The bill provides an effective date of July 1, 2026. (Section 3)

FISCAL OR ECONOMIC IMPACT:

LOCAL GOVERNMENT:

The bill has an indeterminate fiscal impact on local governments, as it may affect the number of new developments that local governments must allow.

RELEVANT INFORMATION

SUBJECT OVERVIEW:

Live Local Act

The Live Local Act, which became law in 2023, preempts certain county and municipal zoning and land use decisions to encourage development of affordable multifamily rental housing in targeted land use areas.[1] Specifically, counties and municipalities must allow a multifamily or mixed-use residential[2] rental development in any area **zoned for commercial, industrial, or mixed-use**, and in portions of any flexibly zoned area such as a planned unit development **permitted for commercial, industrial, or mixed use**, if at least 40 percent of the residential units in the development are rental units that, for a period of at least 30 years, meet certain affordability requirements.[3]

The Live Local Act provides the following definitions:[4]

- **Commercial use** means activities associated with the sale, rental, or distribution of products or the performance of related services. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; hotels; food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use, irrespective of the local land development regulation's listed category or title.
    - The term does not include home-based businesses or cottage food operations undertaken on residential property, vacation rentals, or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.
- **Industrial use** means activities associated with the manufacture, assembly, processing, or storage of products or the performance of related services. The term includes, but is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title.
    - The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.
- **Mixed use** means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories.
    - The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

Local governments are prohibited from restricting the density[5] of a proposed development below the highest density currently allowed (or the highest allowed on July 1, 2023) on land within its jurisdiction where residential development is allowed[6] and may not restrict the floor area ratio[7] of a proposed development below 150 percent of

[1] Ch. 2023-17, ss. 3, 5, Laws of Fla., codified as ss. 125.01055(7) and 166.04151(7), F.S.
[2] For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes; local governments may not require that more than 10 percent of the total square footage be used for nonresidential purposes. Ss. 125.01055(7)(a) and 166.04151(7)(a), F.S.
[3] Ss. 125.01055(7)(a) and 166.04151(7)(a), F.S.
[4] Ss. 125.01055(7)(c) and 166.04151(7)(c), F.S.
[5] "Density" means an objective measurement of the number of people or residential units allowed per unit of land, such as residents or employees per acre. *See* s. 163.3164(12), F.S.
[6] Ss. 125.01055(7)(b) and 166.04151(7)(b), F.S.
[7] For purposes of these provisions, "floor area ratio" includes floor lot ratio and lot coverage. Ss. 125.01055(7)(c) and 166.04151(7)(c), F.S.

the highest floor area ratio currently allowed (or the highest allowed on July 1, 2023) on land within its jurisdiction where residential development is allowed.[8]

Local governments are also prohibited from restricting the height of a proposed development below the highest height currently allowed (or the highest allowed on July 1, 2023) for a commercial or residential building located in its jurisdiction within one mile of the proposed development or three stories, whichever is higher.[9] However, a local government may restrict the height of a proposed development if:

- The proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential in a single-family residential development with at least 25 contiguous single-family homes, in which case the local government may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest height currently allowed (or the highest allowed on July 1, 2023) for the property provided in the local government's land development regulations, or three stories, whichever is higher, but not to exceed 10 stories;[10] or
- The proposed development is on a parcel with a contributing structure or building within a historic district listed in the National Register of Historic Places[11] (Register) before January 1, 2000, or is on a parcel with a structure or building individually listed in the Register, in which case a local government may restrict the height of the proposed development to the highest height currently allowed (or the highest allowed on July 1, 2023) for a commercial or residential building within three-fourths of a mile of the proposed development or 3 stories, whichever is higher.[12]

An application for a development authorized by the Live Local Act must be administratively approved without further action by the governing body of the local government or any quasi-judicial or administrative board or reviewing body, provided the development satisfies the local government's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the jurisdiction's comprehensive plan, with the exception of provisions establishing density, floor area ratios, height, and land use requirements.[13]

Under the Live Local Act, local governments are required, upon request of an applicant, to reduce parking requirements for a proposed development by 15 percent if the development:

- Is located within one-quarter mile of a transit stop, as defined in the local government's land development code, and the transit stop is accessible from the development;
- Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; or

[8] Ss. 125.01055(7)(c) and 166.04151(7)(c), F.S.
[9] Ss. 125.01055(7)(d)1. and 166.04151(7)(d)1., F.S.
[10] Ss. 125.01055(7)(d)2. and 166.04151(7)(d)2., F.S.
[11] The National Register of Historic Places (Register) is the official list of the nation's historic places worthy of preservation. Authorized by the National Historic Preservation Act of 1966, the Register is maintained by the National Park Service (NPS) as a part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archeological resources. As of May 13, 2025, over 100,000 places have been listed in the Register for their significance in American history, art, architecture, engineering, and culture. *See* NPS, *What is the National Register of Historic Places?* https://www.nps.gov/subjects/nationalregister/index.htm (last visited Jan. 7, 206); s*ee also*, NPS, *National Register of Historic Places: Program Updates May 13, 2025*, https://www.nps.gov/subjects/nationalregister/program-updates.htm (last visited Jan. 7, 2026).
[12] Ss. 125.01055(7)(d)3. and 166.0415(7)(d)3., F.S.
[13] However, if a proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the Register before January 1, 2000, or is on a parcel with a structure or building individually listed in the Register, the local government may administratively require the proposed development to comply with local regulations relating to architectural design, such as façade replication, provided it does not affect height, floor area ratio, or density of the proposed development. Ss. 125.01055(7)(e) and 166.04151(7)(e), F.S.

- Has available parking within 600 feet of the proposed development, which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development.[14]

The provisions of the Live Local Act described above do not apply to airport-impacted areas,[15] recreational and commercial waterfronts in industrial areas,[16] the Wekiva Study Area,[17] and the Everglades Protection Area.[18,19]

These provisions of the Live Local Act are effective until October 1, 2033.[20]

Florida Right to Farm Act

In response to the loss of farmland due to encroaching suburban sprawl, nuisance claims, and modern zoning, the Legislature enacted Florida's Right to Farm Act (Act) in 1979. The purpose of the Act was to provide more protection for commercial agriculture and farming operations from nuisance claims, and slow the rapid conversion of farmland to more compatible uses.[21]

The Legislature has determined that agricultural activities conducted on farm land in urbanizing areas are potentially subject to lawsuits based on the theory of nuisance and that these suits encourage or force the premature removal of the farm land from agricultural use. The Act seeks to protect reasonable agricultural and complementary agritourism activities conducted on farm land from nuisance suits and other similar lawsuits.[22]

The Act provides the following definitions:[23]

- Farm means the land, buildings, support facilities, machinery, and other appurtenances used in the production of farm or aquaculture products.
- Farm operation means all conditions or activities by the owner, lessee, agent, independent contractor, or supplier which occur on a farm in connection with the production of farm, honeybee, or apiculture products or in connection with complementary agritourism activities. These conditions and activities include, but are not limited to, the marketing of farm products at roadside stands or farm markets; the operation of machinery and irrigation pumps; the generation of noise, odors, dust, fumes, and particle emissions; ground or aerial seeding and spraying; the placement and operation of an apiary; the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides; agritourism activities; and the employment and use of labor.

[14] A local government, however, may not require that the available parking compensate for the reduction in parking requirements. Ss. 125.01055(7)(f)1. and 166.04151(7)(f)1., F.S.
[15] *See* s. 333.03, F.S.
[16] *See* s. 342.201(2)(b), F.S.
[17] *See* s. 369.316, F.S.
[18] *See* s. 373.4592(2), F.S.
[19] Ss. 125.01055(7)(o), F.S. and 166.04151(7)(o), F.S.
[20] Ss. 125.01055, F.S. and 166.04151(7)(p), F.S.
[21] Ch. 79-61, Laws of Fla.
[22] S. 823.14(2), F.S.
[23] S. 823.14(3), F.S.

BILL HISTORY

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

A bill to be entitled

An act relating to affordable housing; amending ss. 125.01055 and 166.04151, F.S.; revising the definitions of certain land use categories for which certain residential development may be authorized to exclude farms and farm operations and uses associated therewith; providing an effective date.

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

Section 1. Paragraph (n) of subsection (7) of section 125.01055, Florida Statutes, is amended to read:

125.01055 Affordable housing.—

(7)

(n) As used in this subsection, the term:

1. "Commercial use" means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; public lodging establishments as described in s. 509.242(1)(a); food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the

purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property; public lodging establishments as described in s. 509.242(1)(c); farms or farm operations as defined in s. 823.14(3) or uses associated therewith, including the packaging and sale of products raised on the premises; or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.

2. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development

regulation's listed category or title. The term does not include farms or farm operations as defined in s. 823.14(3) or uses associated therewith, including the packaging and sale of products raised on the premises, or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.

3. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include farms or farm operations as defined in s. 823.14(3) or uses associated therewith, including the packaging and sale of products raised on the premises, or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

4. "Planned unit development" has the same meaning as provided in s. 163.3202(5)(b).

Section 2. Paragraph (n) of subsection (7) of section 166.04151, Florida Statutes, is amended to read:

166.04151 Affordable housing.—

(7)

(n) As used in this subsection, the term:

1. "Commercial use" means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; public lodging establishments as described in s. 509.242(1)(a); food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property; ~~,~~ public lodging establishments as described in s. 509.242(1)(c); farms or farm operations as defined in s. 823.14(3) or uses associated therewith, including the packaging and sale of products raised on the premises; ~~,~~ or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.

2. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include farms or farm operations as defined in s. 823.14(3) or uses associated therewith, including the packaging and sale of products raised on the premises, or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.

3. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include farms or farm operations as defined in s. 823.14(3) or

uses associated therewith, including the packaging and sale of products raised on the premises, or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

4. "Planned unit development" has the same meaning as provided in s. 163.3202(5)(b).

Section 3. This act shall take effect July 1, 2026.

HOUSING, AGRICULTURE & TOURISM SUBCOMMITTEE

HB 837 by Rep. Busatta
Affordable Housing

AMENDMENT SUMMARY
January 21, 2026

Amendment #899999 by Rep. Busatta (Line 44): The amendment removes certain farming-related activities from the definition of “industrial use” in the Live Local Act.

Amendment #239997 by Rep. Busatta (Line 106): The amendment removes certain farming-related activities from the definition of “industrial use” in the Live Local Act.

Amendment No.

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 Busatta offered the following:

Amendment

Remove lines 44-45 and insert:

yards, ~~meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities,~~

Amendment No.

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 Busatta offered the following:

Amendment

Remove lines 106-107 and insert:

yards, ~~meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities,~~