

# FLORIDA HOUSE OF REPRESENTATIVES

## BILL ANALYSIS

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

**BILL #:** [CS/CS/HB 983](#)

**TITLE:** Homeowners' Associations

**SPONSOR(S):** Porras

**COMPANION BILL:** [SB 1600](#) (Arrington)

**LINKED BILLS:** None

**RELATED BILLS:** [SB 368](#) (Garcia); [CS/SB 1118](#) (McClain)

### Committee References

[Civil Justice & Claims](#)

14 Y, 0 N, As CS



[Housing, Agriculture & Tourism](#)

17 Y, 0 N, As CS



[Judiciary](#)

## SUMMARY

### Effect of the Bill:

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

### Fiscal or Economic Impact:

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

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## ANALYSIS

### EFFECT OF THE BILL:

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

### Legislative Intent

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

### Elections and Recalls

#### *Elections*

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

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

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if the number of board members whose terms expire at the annual meeting equals or exceeds the number of candidates, the candidates become board members effective upon the annual meeting's adjournment.

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

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

### [Recalls](#)

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

- Specifies that, though the law provides that a rescission or revocation of a recall agreement must meet specified requirements, this provision must be liberally construed to ensure a parcel owner is not disenfranchised by an HOA in a recall and to prevent an HOA from failing to certify a recall agreement on a technical omission playing no part in the discharge of a parcel owner's voting rights.
- Specifies when a recall agreement is facially valid and may be rejected by the board, including when:
  - Notice of the recall agreement was improperly served;
  - A person who was not a parcel's record owner or designated voter executed the recall agreement;
  - The recall agreement was marked before a board member's removal;
  - The recall agreement does not contain any marking indicating the selection by the parcel owner to either remove or retain a board member; or
  - The recall agreement does not contain the signature of the parcel owner or designated voter.
- Creates a rebuttable presumption that a parcel owner executing a recall agreement is the designated voter for the parcel which he or she owns and prohibits an HOA from enforcing a voting certificate requirement if the HOA has not enforced such a requirement in all matters in the year immediately preceding service of a recall agreement.
- Eliminates the option to recall and remove a board member by a vote taken at a meeting. (Section [3](#))

### *Suspension of Voting Rights*

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

### *Dispute Resolution*

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

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

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

## [Assessments](#)

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

## [Financial Reports](#)

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

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

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

## [Recreational Covenants](#)

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

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

- “Private amenities owner” to mean the record title owner of privately-owned recreational amenities who is responsible for the operation and maintenance of the privately-owned recreational amenities and who may levy amenity dues under a recreational covenant; however, the bill specifies that the term does not include not-for-profit corporations or local government entities, including special districts.
- “Privately-owned recreational amenities” to mean recreational facilities or amenities owned by a private amenities owner which are intended for recreational use or leisure activities by a parcel owner through mandatory membership or use rights established pursuant to a recreational covenant; however, the bill specifies that the term does not include common areas, any property or facilities owned by a not-for-profit corporation, or a local governmental entity, including a special district. (Section [11](#))

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

Under the bill, a recreational covenant recorded on or after July 1, 2025, that requires mandatory membership in a club or imposes mandatory amenity dues on an HOA parcel owner must specify:

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

Further, under the bill, a recreational covenant recorded before July 1, 2025, that requires mandatory membership in a club or imposes mandatory amenity dues on parcel owners remains valid and effective as long as such covenant includes:

- The parcels within the community subject to mandatory membership or to mandatory amenity dues.
- The party responsible for owning, maintaining, and operating the amenities governed by the recreational covenant.
- The manner or process by which amenity dues are apportioned and collected from the encumbered parcels or parcel owners and the party responsible for amenity dues collection.
- The amount of the amenity fees or, alternatively, if no specific dollar amount is set forth in the recreational covenant, the manner in which such amenity fees are calculated and increased. (Section [13](#))

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

The bill also:



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

## [Sale Disclosures](#)

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

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

IF THE DISCLOSURE SUMMARY; A CURRENT COPY OF THE ASSOCIATION'S BYLAWS, ARTICLES OF INCORPORATION, DECLARATION OF RESTRICTIONS, RULES AND REGULATIONS, NOTICES PERTAINING TO SPECIAL ASSESSMENTS, AND MOST RECENT FINANCIAL STATEMENTS; AND THE AGENDAS AND MINUTES FROM ALL ASSOCIATION BOARD MEETINGS THAT TOOK PLACE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EXECUTION OF THIS CONTRACT, AS REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAVE NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THE CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY THE PROSPECTIVE PURCHASER BY DELIVERING TO THE SELLER OR THE SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE PROSPECTIVE PURCHASER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER RECEIPT OF SUCH DOCUMENTS OR BEFORE CLOSING, WHICHEVER OCCURS FIRST. ANY

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

PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. THE PROSPECTIVE PURCHASER'S RIGHT TO VOID THIS CONTRACT TERMINATES AT CLOSING.

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

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

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

#### DISCLOSURE SUMMARY

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

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

1. THE PROPERTY ON WHICH THE PRIVATELY-OWNED RECREATIONAL AMENITIES ARE LOCATED, WHICH ARE GOVERNED BY THE RECREATIONAL COVENANT, IS NOT A COMMON AREA OF THE HOMEOWNERS' ASSOCIATION AND IS NOT OWNED OR CONTROLLED BY THE HOMEOWNERS' ASSOCIATION. THE RECREATIONAL COVENANT IS NOT A GOVERNING DOCUMENT OF THE ASSOCIATION.
2. THE AMOUNT OF ANY AMENITY DUES IS GOVERNED BY THE RECREATIONAL COVENANT. SUCH DOCUMENT CONTAINS IMPORTANT PROVISIONS AND RIGHTS AND IS A PUBLIC RECORD AND AVAILABLE UPON REQUEST.
3. THE PRIVATE AMENITIES OWNER DETERMINES THE BUDGET FOR THE OPERATION AND MAINTENANCE OF THE PRIVATELY-OWNED RECREATIONAL AMENITIES. HOWEVER, EACH PARCEL OWNER SUBJECT TO THE RECREATIONAL COVENANT IS STILL RESPONSIBLE FOR AMENITY DUES.
4. AMENITY DUES MAY BE SUBJECT TO PERIODIC CHANGE. AMENITY DUES ARE IN ADDITION TO, AND SEPARATE AND DISTINCT FROM, THE ASSESSMENTS LEVIED BY THE ASSOCIATION.
5. THE FAILURE TO PAY AMENITY DUES OR OTHER CHARGES LEVIED BY A PRIVATE AMENITIES OWNER COULD RESULT IN A LIEN ON YOUR PARCEL.
6. THIRD PARTIES WHO ARE NOT MEMBERS OF THE ASSOCIATION MAY HAVE THE RIGHT TO ACCESS AND USE THE PRIVATELY-OWNED RECREATIONAL AMENITIES AS DETERMINED BY THE PRIVATE AMENITIES OWNER.
7. THE REQUIREMENT FOR MANDATORY MEMBERSHIP AND THE OBLIGATION TO PAY AMENITY DUES CAN BE FOUND IN THE RECREATIONAL COVENANT OR OTHER RECORDED INSTRUMENT.

8. THE PRIVATE AMENITIES OWNER MAY AMEND THE RECREATIONAL COVENANT WITHOUT THE APPROVAL OF THE ASSOCIATION OR PARCEL OWNERS, SUBJECT TO THE TERMS OF THE RECREATIONAL COVENANT, AND SECTION 720.412, FLORIDA STATUTES.
9. THE STATEMENTS CONTAINED IN THIS DISCLOSURE ARE ONLY SUMMARY IN NATURE AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE RECREATIONAL COVENANT BEFORE PURCHASING A PARCEL. THE RECREATIONAL COVENANT IS A MATTER OF PUBLIC RECORD AND MAY BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY IN WHICH THE PARCEL YOU ARE PURCHASING IS LOCATED OR, IF NOT RECORDED, MAY BE OBTAINED FROM THE DEVELOPER UPON REQUEST.

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

#### Effective Date

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

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

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

#### **FISCAL OR ECONOMIC IMPACT:**

##### STATE GOVERNMENT:

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

##### PRIVATE SECTOR:

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

## **RELEVANT INFORMATION**

#### **SUBJECT OVERVIEW:**

A [homeowners' association](#) ("HOA") is a Florida corporation responsible for the operation of a community in which the voting membership is made up of parcel<sup>2</sup> owners,<sup>3</sup> and in which membership is a mandatory condition of

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<sup>2</sup> "Parcel" means a platted or unplatted lot, tract, unit, or other subdivision of real property within a community, as described in the declaration which is capable of separate conveyance, and of which the parcel owner, or an association in which the parcel owner must be a



parcel ownership, which corporation is authorized to impose assessments that, if unpaid, may become a lien on the parcel.<sup>4</sup> [Chapter 720, F.S.](#), known as the [Homeowners' Association Act](#) ("HOA Act"), regulates HOAs in Florida by giving statutory recognition to this type of corporation, providing procedures for HOA operation, and protecting the rights of HOA members without unduly impairing the HOA's ability to perform its functions.<sup>5</sup>

## HOA Regulation

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

## Governing Documents

An HOA's "governing documents" include the:

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

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

## Official Records

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member, is obligated: 1) by the governing documents to be a member of an association that serves the community; and 2) to pay the HOA assessments that, if not paid, may result in a lien. S. [720.301, F.S.](#)

<sup>3</sup> "Parcel owner" means the record owner of legal title to a parcel. *Id.*

<sup>4</sup> *Id.*

<sup>5</sup> Ss. [720.3015](#) and [720.302, F.S.](#)

<sup>6</sup> In contrast, Florida law provides a robust regulatory scheme for condominiums and cooperatives, overseen by the Florida Division of Condominiums, Timeshares, and Mobile Homes within the Florida Department of Business and Professional Regulation. Such scheme requires condominiums and cooperatives to register with and pay an annual fee to the Division, and allows association members to file complaints with the Division relating to their association; however, the Division only has the authority to investigate complaints relating to financial matters; elections; recalls; the maintenance of and unit owner access to association records; the procedural aspects of meetings; conflict of interest disclosure; removal of board directors and officers; and the procedural completion of a structural reserve study. Florida law also gives the Division the authority to audit, inspect, and file administrative complaints against the complained-of association or its managers, and, through the [Office of the Condominium Ombudsman](#), to act as a neutral resource for condominium owners and to monitor condominium elections in specified circumstances. S. [720.302, F.S.](#); see, generally, chs. [718](#), [719](#), and [721, F.S.](#); Florida Department of Business and Professional Regulation, *Condominiums and Cooperatives – FAQs*, <https://www2.myfloridalicense.com/condominiums-and-cooperatives/faqs> (last visited Apr. 12, 2025).

<sup>7</sup> S. [720.302\(2\), F.S.](#)

<sup>8</sup> S. [720.301, F.S.](#)

<sup>9</sup> See generally s. [720.303, F.S.](#)

<sup>10</sup> *Woodside Vill. Condo. Ass'n v. Jähren*, 806 So. 2d 452, 456 (Fla. 2002) (quoting *Pepe v. Whispering Sands Condo. Ass'n*, 351 So. 2d 755, 757 (Fla. 2d DCA 1977)).

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

- The minutes of all board and member meetings.
- A current roster of all members and their designated mailing addresses and parcel identifications.
- All of the HOA's insurance policies or a copy thereof.
- A current copy of all contracts to which the HOA is a party.
- The HOA's financial and accounting records.
- A copy of the disclosure summary.
- Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by parcel owners, which must be maintained for at least one year after the date of the election, vote, or meeting.
- All other written records of the HOA not specifically named which are related to the HOA's operation.<sup>11</sup>

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

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

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

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<sup>11</sup> S. 720.303, F.S.

<sup>12</sup> *Id.*

<sup>13</sup> *Id.*

<sup>14</sup> *Id.*

<sup>15</sup> *Id.*

<sup>16</sup> *Id.*

<sup>17</sup> *Id.*

## [Elections and Recalls](#)

### [Elections](#)

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

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

### [Recalls](#)

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

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

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

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<sup>18</sup> S. [720.306\(2\), F.S.](#)

<sup>19</sup> S. [720.306\(9\)\(a\), F.S.](#)

<sup>20</sup> S. [720.306\(9\)\(b\), F.S.](#)

<sup>21</sup> S. [720.306\(8\), F.S.](#)

<sup>22</sup> [Id.](#)

<sup>23</sup> S. [720.303, F.S.](#)

<sup>24</sup> [Id.](#)

<sup>25</sup> [Id.](#)

<sup>26</sup> [Id.](#)

<sup>27</sup> [Id.](#)

<sup>28</sup> [Id.](#)

<sup>29</sup> [Id.](#)

<sup>30</sup> [Id.](#)

## *Voting Certificates*

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

## *Suspension of Voting Rights*

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

- Necessary to constitute a quorum;
- Required to conduct an election; or
- Required to approve an action under the HOA Act or the governing documents.<sup>33</sup>

Any such suspension ends upon the full payment of all obligations currently due or overdue to the HOA.<sup>34</sup>

## *Dispute Resolution*

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

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

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

## Assessments

An “assessment” is a sum of money payable, as authorized in the HOA’s governing documents, by an HOA’s members to the HOA, to the developer or other owner of common areas, or to recreational facilities and other properties serving the parcels.<sup>38</sup> When authorized by the governing documents, the HOA has a lien on each parcel to secure the payment of assessments.<sup>39</sup> Such a lien is generally effective from and relates back to the date on which the original declaration was recorded; however, as to first mortgages of record, the lien is effective from and after recording a claim of lien in the public records of the county in which the parcel is located.<sup>40</sup>

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<sup>31</sup> Note that the HOA Act does not define “voting certificate” but does use the term in the same manner as it is used in the Condominium Act, in which the term is defined. S. [718.103, F.S.](#)

<sup>32</sup> S. [720.305, F.S.](#)

<sup>33</sup> [Id.](#)

<sup>34</sup> [Id.](#)

<sup>35</sup> S. [720.311, F.S.](#)

<sup>36</sup> [Id.](#)

<sup>37</sup> [Id.](#)

<sup>38</sup> S. [720.301, F.S.](#)

<sup>39</sup> S. [720.3085, F.S.](#)

<sup>40</sup> [Id.](#)

To be valid, an assessment lien must state the parcel's description, the record owner's name, the HOA's name and address, the assessment amount due, and the due date.<sup>41</sup> Such a lien secures all unpaid assessments that are due and that may accrue after the claim of lien's recording, and the person making payment is entitled to a satisfaction of the lien upon payment in full; however, where the lien goes unsatisfied and the HOA follows statutory notice procedures, the HOA may bring an action to foreclose an assessment lien in the same manner in which a mortgage is foreclosed.<sup>42</sup>

### Financial Reports

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

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

### Recreational Covenants

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

### Sales Disclosures

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

DISCLOSURE SUMMARY  
FOR  
(NAME OF COMMUNITY)

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER . YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER .
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

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<sup>41</sup> [Id.](#)

<sup>42</sup> [Id.](#)



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

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

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

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

DATE:

PURCHASER:

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

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

#### [Amendment Application and the Contracts Clauses](#)

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

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

<sup>43</sup> A procedural law merely establishes the means and methods for applying or enforcing existing duties or rights. A remedial law confers or changes a remedy, i.e., the means employed in enforcing an existing right or in redressing an injury. A substantive law creates, alters, or impairs existing substantive rights. *Windom v. State*, 656 So. 2d 432 (Fla. 1995); *St. John's Village I, Ltd. v. Dept. of State*, 497 So. 2d 990 (Fla. 5th DCA 1986); *McMillen v. State Dept. of Revenue*, 74 So. 2d 1234 (Fla. 1st DCA 1999).

<sup>44</sup> *State Farm Mutual Automobile Ins. Co. v. Laforet*, 658 So. 2d 55 (Fla. 1995).

<sup>45</sup> *Menendez v. Progressive Exp. Ins. Co., Inc.*, 35 So. 3d 873 (Fla. 2010).

<sup>46</sup> *L. Ross, Inc. v. R.W. Roberts Const. Co.*, 481 So. 2d 484 (Fla. 1986).

<sup>47</sup> *Woodside Vill. Condo. Ass'n*, 806 So. 2d at 456.

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

## BILL HISTORY

COMMITTEE REFERENCE	ACTION	DATE	STAFF DIRECTOR/ POLICY CHIEF	ANALYSIS PREPARED BY
<a href="#">Civil Justice &amp; Claims Subcommittee</a>	14 Y, 0 N, As CS	4/3/2025	Jones	Mawn
THE CHANGES ADOPTED BY THE COMMITTEE:	Removed a provision giving local law enforcement agencies the authority to audit and inspect HOAs for HOA Act violations; removed language requiring that an HOA's governing documents include "Kaufman language"; removed a provision declaring certain provisions in an HOA's governing documents void as against public policy; and defined "financial statements."			
<a href="#">Housing, Agriculture &amp; Tourism Subcommittee</a>	17 Y, 0 N, As CS	4/10/2025	Curtin	Rodriguez
THE CHANGES ADOPTED BY THE COMMITTEE:	Prohibited an HOA from utilizing nominating committees to nominate board candidates but expressly authorized an HOA to utilize search committees to encourage individuals to run for the board.			
<a href="#">Judiciary Committee</a>			Kramer	Mawn

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**THIS BILL ANALYSIS HAS BEEN UPDATED TO INCORPORATE ALL OF THE CHANGES DESCRIBED ABOVE.**  
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<sup>48</sup> "Kaufman language" derives from *Kaufman v. Shere*, in which the court found that a Condominium Act amendment applied to an existing condominium association as the association's governing documents incorporated the provisions of the Condominium Act "as it may be amended from time to time." 347 So.2d 627 (Fla. 3d DCA 1977).

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

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