



Space Coast Communities Association

www.scca-online.org

15 October 2025

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Block & Scarpa

Attorneys at Law

REAL ESTATE • TRUSTS & ESTATES • CIVIL LITIGATION • CONDO/HOA

2025 LEGAL UPDATE

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CAM CE PROVIDER #PVD 1266

CEU CREDIT: 2 HOURS

Part 1: Safety and Structural Requirements 15 MINUTES

**Understanding the Background: Why These
Rules Exist**

The tragic collapse of the Champlain Towers South condominium in Surfside in 2021 revealed serious problems with how Florida condos were maintained and funded. Many buildings had been deferring critical repairs for years because owners kept voting to waive reserve funding—essentially choosing lower monthly fees over setting aside money for future repairs. This led to dangerous deterioration of structural components like roofs, foundations, and load-bearing elements. In response to the Surfside tragedy, Florida passed new rules in 2022–2023 requiring condo reserve funding and structural inspections. However, these initial laws were quite strict and expensive, creating financial hardship for some communities

HB 913 (2025) refines those rules to balance safety with financial practicality, giving associations more flexibility in how they fund safety requirements while still ensuring the work gets done. te strict and expensive, creating financial hardship for some communities.

Structural Integrity Reserve Studies (SIRS) – Updated Requirements

Condo reserves are essentially savings accounts for future repairs—money set aside each month so that when your roof needs replacement or your building’s concrete needs repair, the funds are available without a surprise special assessment. A

Structural Integrity Reserve Study (SIRS) is a specialized engineering report that identifies which structural components need reserves and creates a funding plan to maintain them safely. HB 913 made several owner-friendly adjustments to the SIRS requirements:

- **Deadline Extended:** If your condo is required to have a SIRS under the 2022 law, the initial deadline was December 31, 2024. This has been extended to December 31, 2025. So associations got one extra year to obtain the first SIRS.

Important: This extension helps boards engage engineers and properly budget for the SIRS, but it doesn't remove the requirement – it's coming due by end of 2025. Owners should ensure their board is budgeting for and scheduling a SIRS if your building is three or more habitable stories. *See Fla. Stat. 718.112(2)(g)7.*

- **“Three Habitable Stories” Clarified:** The law now specifies SIRS applies to buildings that are “three habitable stories or more” in height. This clarifies that if a building has, say, two residential floors over parking (which might have been counted as 3 stories by one interpretation), it likely doesn’t trigger SIRS because the parking level isn’t habitable. It resolves some ambiguity in the old wording (“three stories or more”). For owners, this means some 3-story buildings that are on pilings or have ground-floor parking might be exempt if only two levels are actually occupied. The vast majority of mid-rise and high-rise condos remain covered. *See Fla. Stat. 718.112(2)(g)1.*

- **Small 3-Story Buildings Exempt:** Buildings with 3 or fewer stories containing only 4 dwelling units (a very small condo) are exempt from the SIRS requirement entirely. This recognizes that a fourplex has a different risk profile. Most condo owners in larger buildings won't be affected by this exemption, but if you happen to be in a tiny condo (e.g. a converted 1920s four-unit building), you may not have to do a formal SIRS, saving those owners a considerable expense. *See Fla. Stat. 718.112(2)(g)5.*

SIRS Content Requirements

- **Baseline Funding Plan:** Each SIRS must now include a reserve funding “baseline” plan that ensures the reserve cash balance never drops below zero over the 30-year outlook. This essentially mandates that the SIRS provide a recommended schedule of reserve contributions so that the association is always solvent with respect to these reserves. Many reserve studies do this already (a cash flow plan), but it’s now a requirement. Implication: Owners will see in the SIRS report a suggested annual reserve amount or schedule. The law is nudging associations to follow that plan (or one of the alternative plans the study might also suggest, as long as it’s sufficient). *See Fla. Stat. 718.112(2)(g)4.*

Differentiating Mandatory vs. Non-Mandatory Items: The SIRS report must clearly identify which components are required by law to have reserves and which are additional items the association may have included. This helps everyone understand what's legally mandated (e.g. roof, structure, waterproofing, electrical, windows, etc. as listed in the statute) versus extra things like amenities. For owners reading the reserve study, there might be a section that says “Mandatory SIRS Items: (list)...

- Other Items: (list)”. This transparency is useful if owners ever vote on funding non-mandatory reserves – you can’t waive mandatory ones, but you could still potentially waive reserves for a non-mandatory item if your community chooses (with proper disclosure). *See Fla. Stat. 718.112(2)(g)4.*

SIRS Process Improvements

- **SIRS Update After Repairs:** If your condo has a SIRS performed and then undertakes major repairs or replacements, the law allows (and effectively requires) updating the SIRS to adjust component life and the funding plan. For example, if the SIRS said the garage waterproofing had 5 years life left, but then you replace it entirely this year, the board should update the SIRS to reflect a new 20+ year life and adjust the reserve schedule accordingly. This ensures the reserve plan stays accurate and owners aren't over-collecting for an item just repaired. *See Fla. Stat. 718.112(2)(g)4.*

- **Delay of SIRS if Milestone Done:** As mentioned earlier, if an association completed its Milestone Inspection, the board may vote to delay performing the SIRS for up to two budget years following that milestone inspection. The idea is the milestone inspection report already identified near-term structural repair needs, so the association can focus on those first and push off the reserve study a little. Owners benefit because it staggers the costly reports – you don't have to pay for a SIRS immediately on the heels of a milestone report if the board opts to defer it. But note, after those two years, the SIRS will be needed and will incorporate the findings of the milestone repairs. *See Fla. Stat. 718.112(2)(g)9.*

- **Board Acknowledgment:** To ensure boards actually receive and consider the SIRS, each condo board member or director will have to sign an affidavit stating they have received and reviewed the completed SIRS report. This affidavit goes into the official records. For owners, this adds accountability – your board can't claim ignorance of what the reserve study said. If something was in the report and not acted on, you at least know every director had to sign off that they saw it. *See Fla. Stat. 718.112(2)(g)10.*

- **Standardized SIRS Form:** The Division of Condos, in coordination with the Florida Building Commission, will be developing a uniform SIRS form/format by rule. In the future, reserve studies might have a consistent format, making them easier for owners to understand and compare. This is forthcoming, so we may see guidance on this in late 2025 or 2026. *See Fla. Stat. 718.112(2)(g)13.*

Conflict of Interest Protections for Inspections/Reserves

To promote trustworthy inspections and reserve studies, the law
now requires certain disclosures and limits:

- **No Hidden Repair Bids:** Any engineer, architect, or contractor bidding to perform a milestone inspection or a SIRS must **disclose in writing to the association if they also plan to bid on any repair work that might later come out of their report.** So if a firm wants to do your reserve study and also be in line to replace your roof, owners will know. *See Fla. Stat. 718.112(2)(g)3; 553.899(12).*

- **No Undisclosed Interests or Nepotism:** Such professionals cannot have an undisclosed financial interest or a close relative with an interest in the firm doing the study. If they do (say the reserve specialist's brother owns the concrete repair company), that relationship must be disclosed in writing. "Relative" is defined in the law (spouse, parent, sibling, etc. – basically immediate family). *See Fla. Stat. 718.112(2)(g)3.*

- **Enforcement – Voidable Contracts and License**

Discipline: If a provider violates these disclosure rules, the contract is voidable and the association can terminate it and not pay for services not yet rendered. The provider may also face disciplinary action on their professional license. This strong incentive means your reserve study or inspection should be unbiased – they shouldn't understate problems to get a repair contract later or overstate them either. *See Fla. Stat. 718.112(2)(g)3.*

For owners, this means you can have more confidence in the integrity of these critical reports. If, for example, a company does your SIRS and then immediately offers to do a million-dollar repair, you should have documentation of whether they intended that all along. Full transparency is the goal so you're not stuck wondering if a recommendation is genuine or a sales tactic. Feel free to ask your board about any disclosures received when they hired engineers or reserve study firms – those disclosures are now part of the official records.

Part 2: Reserve Funding and Financial Requirements 15 MINUTES

Higher Reserve Threshold for Components

One immediate financial impact: the law raises the cost

threshold for items that must be included in statutory reserves

from \$10,000 to \$25,000. Old rule: If a capital item's

replacement or deferred maintenance cost exceeded \$10,000, it

had to have a reserve account (unless properly waived). New

rule: Now only items exceeding \$25,000 (and this threshold will

be adjusted for inflation each year by the state) require

dedicated reserves. Old wording: “any item that has a deferred

maintenance expense or replacement cost that exceeds \$10,000”

– New: “exceeds \$25,000 or the inflation-adjusted amount...

whichever is greater.” *See Fla. Stat. 718.112(2)(g)1.h.*

Effect: Small-ticket items (like a minor equipment replacement) might no longer be mandatory reserve line items, potentially easing annual budget pressure. However, big-ticket components – roofs, painting, paving, elevators, etc. – will definitely still exceed \$25k and still require reserves. For owners, this means your association can focus reserve funding on truly substantial components, and very minor components could be handled through operations without formal reserves. (Note: This does not reduce any reserves already required for structural safety components under SIRS – those are usually well over \$25k in cost anyway.)

No More Waiving Critical Structural Reserves (with limited exceptions)

Florida previously moved to stop condo associations from waiving reserves for critical structural items (like roof, structure, electrical, plumbing, etc. as identified in a SIRS). HB 913 largely affirms that starting with the 2025 budget cycle, owners cannot vote to waive or reduce funding for the mandatory structural reserve items listed in §718.112(2)(g). The only exceptions are:

- **If the condominium is terminating** (being legally dissolved under §718.117), then obviously it need not fund decades-long reserves – the new law explicitly says in a termination scenario, members may vote to waive the reserves recommended by the last SIRS. *See Fla. Stat. 718.112(2)(f)2.a.*

- **If it's a multi-condominium association using an alternate funding method approved by the Division.** This was not changed, but the law still provides that: “members of an association operating a multicondominium may determine to provide no reserves or less reserves than required by this subsection if an alternative funding method has been approved by the division. *See Fla. Stat.* **718.112(2)(f)2.b.**

Aside from these narrow scenarios, unit owners must fully fund the required structural reserves each year – you can no longer vote to send \$0 to the roof reserve (for example) if that roof is one of the SIRS components, whereas in years past some communities would routinely waive all reserves. This change directly impacts owners' wallets: you will see required reserve contributions in your budget for these critical items to ensure funds are available for major repairs. It's essentially a safety mandate to prevent underfunding (which led to deferred maintenance in the past).

Alternate Funding of Reserves via Membership Vote

While you can't waive reserves outright (except as above), the law does give owners a new option: funding reserves by borrowing or special assessment, with owner approval. Associations can now fund the required reserve items through alternative means like a special assessment, bank loan, or line of credit – but only if a majority of the total voting interests approve. In other words, owners could decide, for instance, not to raise regular monthly fees for reserves and instead take a loan to cover a roof replacement reserve obligation. This requires a majority of all unit owners (not just a quorum at a meeting) to agree. See Fla. Stat. 718.112(2)(f)2.c.(I). If such a loan or special assessment is used:

- It must be sufficient to cover the same amount of money that would have been in reserves – including making up any past shortfalls from previously waived reserves. They don't want boards opting for a half-measure; the funding must be fully equivalent to proper reserves. *See Fla. Stat.*

718.112(2)(f)2.c.(II).

- The loan or special assessment funds have to be available immediately to the board for the needed reserve expenditures (no further owner votes to use the money). *See Fla. Stat. 718.112(2)(f)2.c.(II).*

- **Disclosure:** Any such special assessment or loan must be reported in the annual financial statements provided to owners and also disclosed to prospective buyers. So if you're an owner, you will see in your yearly financial report a note like "Loan: \$500,000 for Roof Reserves obtained 2026" and buyers will see it in the condo resale disclosure documents, ensuring everyone knows the association carries that debt or has collected that money. *See Fla. Stat. 718.112(2)(f)2.c.(II).*

Impact on owners: This gives flexibility in how you pay for reserves. Owners could decide it's easier to pay a one-time special assessment or take on association debt (to be repaid via assessments over time) rather than incrementally funding reserves every year. For instance, if a big repair is looming, owners might vote to borrow now at a fixed interest rate versus raising fees drastically. However, it requires broad consensus (51% of all owners), and not all associations will pursue this. If they do, remember that a loan is still an obligation – it shows up on financial statements and could affect unit sale values or require a future assessment to repay.

Temporary Reserve Funding Pause for Repair Work

A major relief valve introduced: For owner-controlled associations that have recently passed their milestone structural inspection, the owners can vote to temporarily pause or reduce reserve contributions for up to 2 years in order to direct that money to urgent repairs identified by the inspection. The details:

- This applies only to budgets adopted on or before December 31, 2028, and the association must have completed the milestone inspection within the past 2 years and found repairs needed. *See Fla. Stat. 718.112(2)(f)2.e.*

- Owners must approve the reserve funding pause by a majority of total voting interests (so again, more than 50% of all units). *See Fla. Stat. 718.112(2)(f)2.e.*

- The pause/reduction can last at most two consecutive annual budgets. During this time, the money that would have gone into certain reserves can instead be used to perform the necessary maintenance or repairs flagged by the inspection. *See Fla. Stat. 718.112(2)(f)2.e.*

- Before resuming normal reserve contributions after the pause, the association must update its Structural Integrity Reserve Study (SIRS) to reassess its funding plan. This ensures that after repairs, the reserve schedule is recalibrated (some items might have new extended lifespans, etc.). *See Fla. Stat. 718.112(2)(f)2.e.*

Why this matters: After a milestone inspection (the engineering inspection required for older buildings), many condos face immediate large repair bills. This provision recognizes it might be unrealistic to both fully fund every reserve and pay for heavy repairs at the same time. By allowing a pause on setting aside reserve cash, it frees up cash flow to actually fix the building now – which is the higher priority for safety.

Owners benefit by not being double-charged. For example, if the milestone report says you need a \$1 million concrete restoration now, the board can propose that for the next year or two, the association will reduce contributions to certain long-term reserves and use that money (plus perhaps a special assessment) to get the restoration done. Owners must agree via vote. Keep in mind: once the work is done, the reserves still have to be addressed via an updated study, so this is a deferment, not a forgiveness of reserve obligations. It's a sensible scheduling tool that many condo owners and boards will likely appreciate to tackle critical fixes first.

Emergency Use of Reserves if Building Uninhabitable

Separate from the owner-voted pause, there's an emergency exception: If a local building official declares the entire building unsafe/uninhabitable due to a natural disaster, the board is now authorized to tap ANY reserve funds as needed to make the building safe and habitable again. They can even pause all reserve contributions temporarily without a unit owner vote in this scenario. Once the building is deemed safe for occupancy, the board must resume normal reserve funding immediately. *See Fla. Stat. 718.112(2)(f)2.d.*

Practical example: If a hurricane severely damages your condo building and it's evacuated, the board can use even monies that were reserved for other future projects to fund the emergency repairs now – and they don't have to collect reserve payments while the building is out of service. This is good news for owners in disaster situations, as it gives the board flexibility to get repairs done without waiting for votes or worrying about the technical rules of each reserve account. It essentially puts safety first, then returns to normal budgeting after the crisis. (Insurance proceeds, if any, would of course also be used first for covered damages.)

Pooling of Reserves Allowed

In a significant shift, **condo associations can now choose to pool reserves for some or all reserve components without a unit owner vote.** Under prior law, switching from a separate

(“straight-line”) reserve system to a pooled reserve (cash flow) system required approval by a majority of owners at a meeting.

HB 913 removes that hurdle: the board can adopt either method at its discretion. *See Fla. Stat. 718.112(2)(f)*4. Straight-line reserves means money is set aside separately for each item (roof, painting, etc.), whereas pooled reserves combine funds for a group of items and use a cash-flow management approach.

- The new law does require that if pooling is used, the pool must include all the required structural items as a group (you can't pool a structural item with non-structural items loosely). In practice, many associations might have one “Structural Reserve Pool” for the SIRS components and perhaps another pool for optional/non-mandatory items. *See Fla. Stat. 718.112(2)(f)***4.**

- **Sufficiency:** The annual budget must clearly show that the pooled reserve funding is sufficient such that available funds will meet or exceed the projected expenses for all components in the pool per the latest reserve study. In other words, boards can't use pooling as a trick to underfund – the math must work out so that when each component comes due, the pool has the money. Reserve studies typically provide a cash-flow schedule for pooled reserves, and now the budget should align with that. *See Fla. Stat.*

718.112(2)(f)4.

- Owners should note: Pooling often lowers annual reserve contributions (due to interest earnings and not overfunding some items), which can be beneficial. By allowing boards to implement it without a vote, the law aims to streamline modern reserve funding techniques. However, a board should still notify and educate owners if they opt to pool, since it's a different presentation of reserves that owners will see in the budget. The key takeaway is that boards now have flexibility to manage reserves in the way they and their reserve professionals see fit (straight-line vs. pooled), so long as it's financially sound. If you see a change in your budget where multiple reserve line items merged into one or two “pooled” categories, this is likely due to this change in the law. (Tip: Ask your board or property manager for the reserve study which will show how the pooled funding is calculated.)

Part 3: Management and Governance 15 MINUTES

Manager Legal Compliance Obligation

A significant new requirement prohibits community association managers and management firms from knowingly performing any act directed by the community association if such an act violates state or federal law. *See Fla. Stat. 468.4334.*

What this means: Managers now have an explicit legal duty to refuse unlawful directives from associations, even if the board or owners request such actions. This creates a legal safeguard where managers must act as a check against potential violations, protecting both the association and the manager from legal liability. For example, if a board directs a manager to discriminate against certain residents, ignore safety regulations, or misuse reserve funds in violation of state law, the manager is legally required to refuse and potentially report the violation.

Criminal Penalties for Violations

Violation of this legal compliance requirement carries serious consequences. Any community association manager who violates the provisions of Chapter 468, Part VIII (which includes the prohibition on knowingly performing illegal acts) commits a second-degree misdemeanor punishable by up to 60 days in jail and/or a fine of up to \$500. *See Fla. Stat. 468.437.*

Licensed Managers & Board Responsibility

If your condo association hires a professional manager or management firm, the new law requires that manager/firm to hold an active Florida license (Community Association Manager license) as a condition of the contract. All board members now have an explicit duty to verify the manager's license is valid before signing a management contract. Old law:

While licensure was required by general law, it wasn't explicitly tied to condo contracts. New law: It's now written into Condominium Act §718.111 that the manager "must possess all applicable licenses" and boards must ensure proper licensing. See **Fla. Stat. 718.111(3)(g)**.

If a manager's license gets suspended or revoked during the contract, the association can terminate the contract immediately with written notice, effective as of the date the license ceased.

This gives owners confidence that their manager is qualified and allows the association to quickly remove unlicensed managers. See **Fla. Stat. 718.111(3)(h)-(**

Manager Conflicts of Interest & Bad Actor Ban

The law tightens rules on conflicts of interest for management firms. Routine conflicts disclosed in the management contract are exempted from further board approvals (to streamline minor issues), but all other conflicts must still be disclosed and handled per §718.111(3). Importantly, anyone whose CAM license is revoked is now banned for 10 years from managing another association or even being an officer, director, or partner of a management company. They also cannot reapply for a CAM license for 10 years. Impact: These provisions protect unit owners by weeding out unethical managers – a manager who loses their license for misconduct can't quietly continue operating behind the scenes of a management firm. *See Fla. Stat. 468.432(2)(h).*

Board Financial Duty – Prudent Investing

Condo boards have always had a fiduciary duty, but now the statutes explicitly require boards to use “best efforts to make prudent investment decisions” when managing association funds. In practice, this means board members must handle your condo’s reserve and operating accounts with care – for example, investing in secure, low-risk accounts. To facilitate this, associations (including multi-condo associations) are now allowed to invest reserve funds in certain secure financial instruments (like insured CDs or money market accounts at banks and credit unions) without a unit owner vote. Old law: Previously, some associations feared investing reserves without a membership vote; new law: §718.111 now permits it explicitly. This change lets the association earn interest on reserves while still protecting principal, benefitting owners by potentially reducing the need for future assessments. *See Fla. Stat. 718.111(16)(a)-(b).*

Maintenance and Hurricane Protection Responsibilities

A practical change was made to clarify who pays if exterior attachments (like hurricane shutters) have to be removed for building maintenance. Now, before undertaking repairs or maintenance involving items like hurricane shutters, the board must determine whether the association or the unit owner is responsible for the removal and reinstallation cost. Old law: It wasn't clear who should bear the expense if, say, the association needs to paint the building behind your storm shutters. New law: §718.113(5) is amended to require the board to decide and document whose responsibility it is to remove/reinstall such hurricane protections. This gives owners clarity – for example, the board might rule that owners must temporarily remove their shutter at their own cost if it's an owner-installed shutter, or conversely the association might absorb the cost if it's common element accordion shutters. Knowing this avoids surprise bills and disputes. *See Fla. Stat. 718.113(5).*

Expanded Emergency Powers

Florida law grants condo boards special powers during disasters. HB 913 broadened these emergency powers in §718.1265. Now, if authorities issue any evacuation order for the area (not just a “mandatory” evacuation as before), the condo board is empowered to require residents to evacuate the property for their safety. Old language: “in the event of a mandatory evacuation order” – New: “in the event of any evacuation order”. This means even if an evacuation is voluntary or advisory, the board can treat it as authoritative for requiring an evacuation of the condo. As before, if someone refuses to comply, the association is immune from liability for that person’s failure to evacuate. *See Fla. Stat. 718.1265(1)(h).*

Part 4: Insurance

Requirements 15 MINUTES

- **Mandatory “Adequate” Property Insurance for All Condos:** Every condominium association must maintain adequate property insurance, regardless of what the condo docs say. The statute’s wording was updated to remove ambiguity – previously it referenced the declaration’s requirements and certain coverage minimums, but now it flatly states “Every condominium association shall have adequate property insurance” covering the full insurable value of the property. For unit owners, this guarantees that your association cannot opt out of carrying sufficient insurance on the buildings. Even if older condo documents oddly required less, the statute overrides that. This protection was added “to protect the safety, health, and welfare” of residents and keep insurance premiums stable. *See Fla. Stat. 718.111(11)(a).*

- **Replacement Cost Determined Every 3 Years:** The law now specifies that what counts as “adequate” insurance (full insurable value or replacement cost coverage) must be based on an independent appraisal of the property’s replacement cost, updated at least once every 36 months. Old law: Many associations already did appraisals every 3 years, but now it’s a statutory mandate. New: e.g. if your condo’s last appraisal was in 2020, by 2023 it should be re-appraised to adjust the insured amount. This ensures that as construction costs rise, the insurance coverage keeps pace so there’s enough money to rebuild after a disaster. Owners benefit because it reduces the risk of a special assessment due to under-insurance after a loss. *See Fla. Stat. 718.111(11)(a).*

- **Removal of Outdated Coverage Minimums:** HB 913 deleted some specific insurance coverage requirements that were previously in the statute, streamlining the law. For example, the prior statute had detailed minimum coverage for things like law and ordinance coverage (e.g. 25% of building value) and flood insurance if in certain zones. The new law strips out these specifics and instead relies on the broad requirement of “adequate property insurance.” In practice, associations still need to follow industry norms and any lender requirements (e.g. if in a flood zone, flood insurance is effectively required via other laws). The intention was to avoid rigid rules that might not fit every condo and let the board, insurance advisors, and market standards dictate appropriate coverages. From an owner’s perspective, you might not notice a change – your association will continue to insure common property (roofs, structure, etc.) but now with more flexibility to tailor policies as long as they remain “adequate”. *See Fla. Stat. 718.111(11)(a).*

In summary, condo owners gain assurance that their association is carrying sufficient insurance to rebuild after a catastrophe. Adequacy is no longer just whatever the condo docs say – it's defined by law and state oversight. Always check the annual budget or contact your board to see proof of coverage; with these changes, that coverage should reflect current replacement costs and prudent levels of protection.

House Bill 897 5 MINUTES

Relating to Timeshare Plan Management

The bill exempts community association managers (CAMs) and CAM firms from certain requirements relating to conflicts of interest if the CAM or CAM firm manages a timeshare plan and provides certain disclosures relating to a conflict of interest. The bill specifies that timeshare management firms and licensed CAMs who are employed by a timeshare management firm are governed by certain provisions in the Vacation Plan and Timesharing Act. Additionally, the bill requires timeshare management firms and licensed CAMs that are employed by a timeshare management firm to discharge their duties in good faith and exempts such firms and licensed CAMs from certain liability for monetary damages. The bill requires the board of administration of a timeshare condominium to meet only once a year but does not prohibit additional board meetings from being called. The bill requires that if a timeshare management firm or an owners' association provides goods or services through a parent, affiliate, or subsidiary of the timeshare management firm, the fact that a related party is providing goods or services must be disclosed annually to the members of that owners' association using certain methods.

Chapter 2025-142, Laws of Florida

Effective July 1, 2025

Senate Bill 108 5 MINUTES

Relating to Administrative Procedures

The bill amends the Administrative Procedure Act's rulemaking process to provide for additional public input and transparency. The bill also: mandates that an agency conduct a review of all of its existing rules over the next five years; requires a review during the fifth year of each new rule adopted after July 1, 2025; requires an agency to file a notice of rule development within 30 days of legislation mandating rulemaking, and to file a notice of proposed rule within 180 days thereafter. The bill also requires at least seven days between the publications of a notice of rule development and a notice of proposed rule; requires any material incorporated by reference to be published with the notice of proposed rule; and requires that the full text of emergency rules be published in the Florida Administrative Code. The bill provides for additional public input in the statement of estimated regulatory cost (SERC.) The bill supplements the agency evaluation of transactional costs and market impacts in its creation of a SERC. The bill prohibits the sunset or repeal of a rule by its own terms, unless specifically provided for in the underlying statute that provides authority to adopt the rule. The bill also requires an agency to withdraw a rule that was not ratified by the Legislature within one regular legislative session after its referral to the body, and the bill requires each agency to publish specific licensing data in its annual agency regulatory plan.

Chapter 2025-189, Laws of Florida

Effective July 1, 2025

Senate Bill 472 5 MINUTES

Relating to Education in Correctional Facilities

The bill amends the Correctional Education Program to require the Department of Corrections (DOC) to design and implement a plan to ensure that inmates who successfully complete classes that meet the necessary curriculum for professional licensure receive credit towards the applicable Department of Business and Professional Regulation (DBPR) licensure requirements. The DOC must coordinate with the relevant professional boards under the DBPR, or the DBPR when there is no board, to develop such a plan.

Chapter 2025-68, Laws of Florida

Effective July 1, 2025

Senate Bill 948 5 MINUTES

Relating to Flood Disclosure

The bill requires a landlord of residential rental property or a mobile home park owner to disclose certain information regarding flood risks and past flooding of the property to prospective tenants. A tenant who does not receive the disclosures and who incurs substantial losses or damages due to flooding may terminate the lease and may be entitled to refund of advance rents paid if certain conditions are met. Similarly, the bill requires the developer of a condominium or cooperative to disclose information relating to flood risks and past flooding of the property in a contract for the sale or long-term rental of a condominium or cooperative unit. Lastly, the bill expands the flood-related disclosures required under current law that must be provided to a prospective purchaser of residential real property. The bill requires the seller to disclose whether he or she is aware of any flood damage that occurred during his or her ownership and whether he or she has received assistance from any source for flood damage to the property, as opposed to just federal sources.

Chapter 2025-166, Laws of Florida

Effective October 10, 2025

If you're facing disputes with your condo association—whether it's maintenance issues, property damage, governance problems, election disputes, selective enforcement, or questions about these new HB 913 requirements—

Block & Scarpa can help. We represent Florida homeowners and condominium associations across the state, handling everything from pre-suit dispute resolution to litigation in both state and federal courts.

Call (407)440-2100 or email mkirian@blockscarpa.com to schedule a consultation and learn how we can protect your rights under Florida's evolving condo laws.

Ms. Kirian currently focuses her practice on community association law. Over the past twenty-four years, Ms. Kirian has had extensive experience in the area of community association law, including collection and foreclosure, construction litigation, condominium, homeowners, and co-op covenant enforcement, contract review, amendments to the governing documents, timeshare and real estate matters.

She is the former Managing Partner of Becker & Polikoff's Orlando office, at which she practiced community association law from 2000-2012. Prior to starting her career in community association law, Ms. Kirian was an Assistant State Attorney in Orange County and had seventy-five (75) jury trials at both the felony and misdemeanor level.

Ms. Kirian is an avid speaker in the area of community association law and has spoken several times on the CAI Legal Panel, has taught the board certification course more than one hundred (100) times, and has spoken on various other topics, including but not limited to, hurricane preparedness, contract review, and other issues relating to community association law. In addition, she authored several articles regarding association matters while being employed by Becker & Polikoff.

Ms. Kirian attended Kent State University where she majored in criminal justice and paralegal studies. She graduated magna cum laude in 1993. She then went on to study law at Syracuse University College of Law with a concentration in real estate law and graduated cum laude in 1998. She is a former adjunct professor at Florida Metropolitan University where she taught paralegal students.

She has been admitted to the Florida Bar since 1998 and is a member of the Real Property Practice Division of the Florida Bar.

Mr. Olsen was born and raised in Orlando. After graduating from Edgewater High School (1979) he earned a BA in Economics from UCF (1984). After graduating from UCF, he attended the Levin College of Law at the University of Florida and graduated in 1986. Mr. Olsen first started the practice of law under the tutelage of his father and brother as a partner in the law firm of Olsen & Olsen. While at Olsen & Olsen, he gained invaluable experience in a wide variety of practice areas such as landlord and tenant, domestic law, contracts, appeals, bankruptcy, and association law.

Mr. Olsen has spoken at numerous events on community association law including the CAI Legal Panel, Space Coast Condominium Association, and has been a frequent guest on the “Olsen on Law” radio show in Orlando. Mr. Olsen has been certified to teach the board certification courses, and has spoken on various other topics, including but not limited to, hurricane preparedness, contract review, and other issues relating to community association law. In addition, he authored several articles regarding association matters while being employed by Wean & Malchow, P.A.

Mr. Olsen currently focuses his practice on community association law. Over the past thirty years, Mr. Olsen has gained extensive experience in the area of community association law, including general litigation, construction defect litigation, condominium, homeowners, and co-op covenant enforcement, contract review, amendments to the governing documents, timeshare and real estate matters, and general association representation issues.

Mr. Olsen has been a member of the Florida Bar since 1986.