

Amendment No. 1

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED _____ (Y/N)

ADOPTED AS AMENDED _____ (Y/N)

ADOPTED W/O OBJECTION _____ (Y/N)

FAILED TO ADOPT _____ (Y/N)

WITHDRAWN _____ (Y/N)

OTHER

1 Committee/Subcommittee hearing bill: Civil Justice & Claims
2 Subcommittee

3 Representative Hunschofsky offered the following:

4

5 **Amendment (with title amendment)**

6 Remove lines 101-215 and insert:

7 (1) Seller is is not aware of damage to the property caused
8 by flooding during the Seller's ownership of the property.

9 (2)-(1) Seller has has not filed a claim with an insurance
10 provider relating to flood damage on the property, including,
11 but not limited to, a claim with the National Flood Insurance
12 Program.

13 (3)-(2) Seller has has not received ~~federal~~ assistance for
14 flood damage to the property, including, but not limited to,
15 assistance from the Federal Emergency Management Agency.

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16 | ~~(4)~~⁽³⁾ For the purposes of this disclosure, the term "flooding"
17 | means a general or temporary condition of partial or complete
18 | inundation of the property caused by any of the following:

19 | (a) The overflow of inland or tidal waters.

20 | (b) The unusual and rapid accumulation of runoff or surface
21 | waters from any established water source, such as a river,
22 | stream, or drainage ditch.

23 | (c) Sustained periods of standing water resulting from
24 | rainfall.

25 | **Section 3. Paragraph (a) of subsection (1) of section**
26 | **718.503, Florida Statutes, is amended to read:**

27 | 718.503 Developer disclosure prior to sale; nondeveloper
28 | unit owner disclosure prior to sale; voidability.—

29 | (1) DEVELOPER DISCLOSURE.—

30 | (a) Contents of contracts.—Any contract for the sale of a
31 | residential unit or a lease thereof for an unexpired term of
32 | more than 5 years shall:

33 | 1. Contain the following legend in conspicuous type: "THIS
34 | AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF
35 | THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF
36 | EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER
37 | OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY
38 | THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS
39 | AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE
40 | OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE
41 | OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY

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42 ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO
43 THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS
44 SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR
45 A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED
46 ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT
47 SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET
48 DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE
49 CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN
50 APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND
51 CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE
52 BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED
53 THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE
54 MATERIAL ADVERSE CHANGES IN THE OFFERING."

55 2. Contain the following caveat in conspicuous type on the
56 first page of the contract: "ORAL REPRESENTATIONS CANNOT BE
57 RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE
58 DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE
59 TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503,
60 FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR
61 LESSEE."

62 3. If the unit has been occupied by someone other than the
63 buyer, contain a statement that the unit has been occupied.

64 4. If the contract is for the sale or transfer of a unit
65 subject to a lease, include as an exhibit a copy of the executed
66 lease and shall contain within the text in conspicuous type:
67 "THE UNIT IS SUBJECT TO A LEASE (OR SUBLEASE)."

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68 5. If the contract is for the lease of a unit for a term
69 of 5 years or more, include as an exhibit a copy of the proposed
70 lease.

71 6. If the contract is for the sale or lease of a unit that
72 is subject to a lien for rent payable under a lease of a
73 recreational facility or other commonly used facility, contain
74 within the text the following statement in conspicuous type:
75 "THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS SUBJECT TO
76 A LIEN FOR RENT PAYABLE UNDER A LEASE OF COMMONLY USED
77 FACILITIES. FAILURE TO PAY RENT MAY RESULT IN FORECLOSURE OF THE
78 LIEN."

79 7. State the name and address of the escrow agent required
80 by s. 718.202 and state that the purchaser may obtain a receipt
81 for his or her deposit from the escrow agent upon request.

82 8. If the contract is for the sale or transfer of a unit
83 in a condominium in which timeshare estates have been or may be
84 created, contain within the text in conspicuous type: "UNITS IN
85 THIS CONDOMINIUM ARE SUBJECT TO TIMESHARE ESTATES." The contract
86 for the sale of a fee interest in a timeshare estate shall also
87 contain, in conspicuous type, the following: "FOR THE PURPOSE OF
88 AD VALOREM TAXES OR SPECIAL ASSESSMENTS LEVIED BY TAXING
89 AUTHORITIES AGAINST A FEE INTEREST IN A TIMESHARE ESTATE, THE
90 MANAGING ENTITY IS GENERALLY CONSIDERED THE TAXPAYER UNDER
91 FLORIDA LAW. YOU HAVE THE RIGHT TO CHALLENGE AN ASSESSMENT BY A
92 TAXING AUTHORITY RELATING TO YOUR TIMESHARE ESTATE PURSUANT TO
93 THE PROVISIONS OF CHAPTER 194, FLORIDA STATUTES."

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94 9. Contain within the text the following statement in
95 conspicuous type:

96
97 HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE FOR
98 DAMAGE RESULTING FROM FLOODING. BUYER IS ENCOURAGED TO DISCUSS
99 THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH
100 BUYER'S INSURANCE AGENT.

101
102 DEVELOPER IS IS NOT AWARE OF DAMAGE TO THE PROPERTY
103 CAUSED BY FLOODING DURING THE DEVELOPER'S OWNERSHIP OF THE
104 PROPERTY.

105
106 DEVELOPER HAS HAS NOT FILED A CLAIM WITH AN INSURANCE
107 PROVIDER RELATING TO FLOOD DAMAGE ON THE PROPERTY OR COMMON
108 ELEMENTS, INCLUDING, BUT NOT LIMITED TO, A CLAIM WITH THE
109 NATIONAL FLOOD INSURANCE PROGRAM.

110
111 DEVELOPER HAS HAS NOT RECEIVED ASSISTANCE FOR FLOOD
112 DAMAGE TO THE PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT
113 LIMITED TO, ASSISTANCE FROM THE FEDERAL EMERGENCY MANAGEMENT
114 AGENCY.

115
116 FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM "FLOODING" MEANS A
117 GENERAL OR TEMPORARY CONDITION OF PARTIAL OR COMPLETE INUNDATION
118 OF THE PROPERTY OR COMMON ELEMENTS CAUSED BY THE OVERFLOW OF
119 INLAND OR TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF

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120 RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER SOURCE, SUCH
121 AS A RIVER, STREAM, OR DRAINAGE DITCH; OR SUSTAINED PERIODS OF
122 STANDING WATER RESULTING FROM RAINFALL.

123 **Section 4. Paragraph (a) of subsection (1) of section**
124 **719.503, Florida Statutes, is amended to read:**

125 719.503 Disclosure prior to sale.—

126 (1) DEVELOPER DISCLOSURE.—

127 (a) Contents of contracts.—Any contracts for the sale of a
128 unit or a lease thereof for an unexpired term of more than 5
129 years shall contain:

130 1. The following legend in conspicuous type: "THIS
131 AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF
132 THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF
133 EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER
134 OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY
135 THE DEVELOPER UNDER SECTION 719.503, FLORIDA STATUTES. THIS
136 AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE
137 OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE
138 OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY
139 ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO
140 THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS
141 SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR
142 A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED
143 ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT
144 SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET
145 DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE

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146 COOPERATIVE ACT ARE ESTIMATES ONLY AND REPRESENT AN
147 APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND
148 CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE
149 BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED
150 THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE
151 MATERIAL ADVERSE CHANGES IN THE OFFERING."

152 2. The following caveat in conspicuous type shall be
153 placed upon the first page of the contract: "ORAL
154 REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE
155 REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS,
156 REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS
157 REQUIRED BY SECTION 719.503, FLORIDA STATUTES, TO BE FURNISHED
158 BY A DEVELOPER TO A BUYER OR LESSEE."

159 3. If the unit has been occupied by someone other than the
160 buyer, a statement that the unit has been occupied.

161 4. If the contract is for the sale or transfer of a unit
162 subject to a lease, the contract shall include as an exhibit a
163 copy of the executed lease and shall contain within the text in
164 conspicuous type: "THE UNIT IS SUBJECT TO A LEASE (OR
165 SUBLEASE)."

166 5. If the contract is for the lease of a unit for a term
167 of 5 years or more, the contract shall include as an exhibit a
168 copy of the proposed lease.

169 6. If the contract is for the sale or lease of a unit that
170 is subject to a lien for rent payable under a lease of a
171 recreational facility or other common areas, the contract shall

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172 contain within the text the following statement in conspicuous
173 type: "THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS
174 SUBJECT TO A LIEN FOR RENT PAYABLE UNDER A LEASE OF COMMON
175 AREAS. FAILURE TO PAY RENT MAY RESULT IN FORECLOSURE OF THE
176 LIEN."

177 7. The contract shall state the name and address of the
178 escrow agent required by s. 719.202 and shall state that the
179 purchaser may obtain a receipt for his or her deposit from the
180 escrow agent, upon request.

181 8. If the contract is for the sale or transfer of a unit
182 in a cooperative in which timeshare estates have been or may be
183 created, the following text in conspicuous type: "UNITS IN THIS
184 COOPERATIVE ARE SUBJECT TO TIMESHARE ESTATES." The contract for
185 the sale of a timeshare estate must also contain, in conspicuous
186 type, the following: "FOR THE PURPOSE OF AD VALOREM TAXES OR
187 SPECIAL ASSESSMENTS LEVIED BY TAXING AUTHORITIES AGAINST A
188 TIMESHARE ESTATE, THE MANAGING ENTITY IS GENERALLY CONSIDERED
189 THE TAXPAYER UNDER FLORIDA LAW. YOU HAVE THE RIGHT TO CHALLENGE
190 AN ASSESSMENT BY A TAXING AUTHORITY RELATING TO YOUR TIMESHARE
191 ESTATE PURSUANT TO THE PROVISIONS OF CHAPTER 194, FLORIDA
192 STATUTES."

193 9. Contain within the text the following statement in
194 conspicuous type:

195
196 HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE FOR
197 DAMAGE RESULTING FROM FLOODING. BUYER IS ENCOURAGED TO DISCUSS

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198 THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH
199 BUYER'S INSURANCE AGENT.

200

201 DEVELOPER IS IS NOT AWARE OF DAMAGE TO THE PROPERTY
202 CAUSED BY FLOODING DURING THE DEVELOPER'S OWNERSHIP OF THE
203 PROPERTY.

204

205 DEVELOPER HAS HAS NOT FILED A CLAIM WITH AN INSURANCE
206 PROVIDER RELATING TO FLOOD DAMAGE ON THE PROPERTY OR COMMON
207 ELEMENTS, INCLUDING, BUT NOT LIMITED TO, A CLAIM WITH THE
208 NATIONAL FLOOD INSURANCE PROGRAM.

209

210 DEVELOPER HAS HAS NOT RECEIVED ASSISTANCE FOR FLOOD
211 DAMAGE TO THE PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT
212 LIMITED TO, ASSISTANCE FROM THE FEDERAL EMERGENCY MANAGEMENT
213 AGENCY.

214

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

222 **Section 5. Subsection (6) is added to section 723.011,**

223 **Florida Statutes, to read:**

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224 723.011 Disclosure prior to rental of a mobile home lot;
225 prospectus, filing, approval.—

226 (6) (a) A mobile home park owner must complete and provide
227 a flood disclosure to a prospective lessee of residential real
228 property. Delivery must be made before execution of the lot
229 rental agreement or at the time of occupancy, whichever occurs
230 first. The flood disclosure must be in a separate document. The
231 flood disclosure must be made in substantially the following
232 form:

233 FLOOD DISCLOSURE

234 Flood Insurance: Homeowners' and renters' insurance policies do
235 not include coverage for damage resulting from floods. You are
236 encouraged to discuss the need to purchase separate flood
237 insurance coverage with your insurance agent.

238 1. The mobile home park owner is is not aware of
239 damage to the property caused by flooding during the mobile home
240 park owner's ownership of the property.

241 2. The mobile home park owner has has not filed
242 a claim with an insurance provider relating to flood damage to
243 the property, including, but not limited to, a claim with the
244 National Flood Insurance Program.

245 3. The mobile home park owner has has not
246 received assistance for flood damage to the property, including,
247 but not limited to, assistance from the Federal Emergency
248 Management Agency.

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249 4. For the purposes of this disclosure, the term
250 "flooding" means a general or temporary condition of partial or
251 complete inundation of the dwelling unit caused by any of the
252 following:

253 a. The overflow of inland or tidal waters.

254 b. The unusual and rapid accumulation of runoff or surface
255 waters from any established water source, such as a river,
256 stream, or drainage ditch.

257 c. Sustained periods of standing water resulting from
258 rainfall.

259
260 (b) If a mobile home park owner violates this section and
261 a lessee suffers a substantial loss or damage to the lessee's
262 mobile home or personal property as a result of flooding, the
263 lessee may terminate the rental agreement by giving a written
264 notice of termination to the mobile home park owner no later
265 than 30 days after the date of the damage or loss. Termination
266 of a rental agreement under this section is effective upon the
267 lessee surrendering possession of the property. For the purpose
268 of this paragraph, the term "substantial loss or damage" means
269 the total cost of repairs to or replacement of the mobile home
270 and personal property is 50 percent or more of the mobile home's
271 and personal property's market value on the date the flooding
272 occurred.

273 (c) A mobile home park owner shall refund the lessee all
274 rent or other amounts paid in advance under the rental agreement

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275 for any period after the effective date of the termination of
276 the rental agreement.

277 (d) This section does not affect a lessee's liability for
278 delinquent, unpaid rent or other sums owed to the mobile home
279 park owner before the date the rental agreement was terminated
280 by the lessee under this subsection.

281
282 -----

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

284 Remove lines 22-27 and insert:
285 residential real property; amending ss. 718.503 and
286 719.503, F.S.; requiring a developer of a residential
287 condominium unit or a residential cooperative unit to
288 provide specified information to a prospective
289 purchaser at or before the time the sales contract is
290 executed; specifying how such information must be
291 disclosed; defining the term "flooding"; amending s.
292 723.011, F.S.; requiring a mobile home park owner to
293 provide specified information to a prospective lessee
294 at or before the time the rental agreement is
295 executed; specifying how such information must be
296 disclosed; defining the term "flooding"; providing
297 that if a mobile home park owner fails to disclose
298 flood information truthfully and a lessee suffers
299 substantial loss or damage, the lessee may terminate
300 the rental agreement by giving a written notice of

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301 termination to the mobile home park owner within a
302 specified timeframe; defining the term "substantial
303 loss"; requiring a mobile home park owner to refund
304 the lessee all amounts paid in advance for any period
305 after the effective date of the termination of the
306 rental agreement; providing that a lessee is still
307 liable for any sum owed to the mobile home park owner
308 before the termination of the rental agreement;
309 providing an