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FMO MAGAZINE

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Federation of Manufactured Home Owners of Florida, Inc.

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EDITORIAL
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From the Editor's Desk April/May 2026

By Bob Anderson, Communications Chairman

Welcome to the April/May 2026 issue of the FMO Magazine. The theme for this issue is HOAs. We have a lot of information in this issue, so here we go. We have a guest article from George Gingo, a consumer law attorney I have known for a few years. I have seen him in action when he handled an eviction case for a friend of mine. He won that case, then sued the same park for another friend of mine. That turned into a class action case when he proved the park was overcharging for water in violation of the prospectus. He won that case as well. George expressed an interest in writing an article for the magazine, so I suggested writing about the governing documents for an HOA. His article is enclosed.

I have also included a new column about private equity investors and the problems they cause in many facets of our economy. Of course, we know them best for the problems they create with their constantly increasing lot rents, miscellaneous fees they impose, improper and illegal rule changes; the list is endless. In this column, I intend to expose their dirty little secrets, examine the "math" they use to determine lot rent, and determine the best ways to fight back against their greed and corruption. Be sure to check out the new *Inside Private Equity* column.

Did you know that some of the clauses in 723 are non-waivable? In the *What You Should Know* column, we point out the non-waivable statutes and why they cannot be waived. We have also included pictures from FMO meetings, our other regular columns from FMO Attorney Jeremy Anderson and Legislative Counsel Nancy Stewart, articles from Communication Committee Team Members Michael Meaney and Sam Page, and Jennifer Shaw continues with Part 3 of her FAQs about the Tie-Down Program. I'll see you in June with our Law Issue.

Bob Anderson is the Chairman of the FMO Communications Committee. He is also the editor of the FMO Magazine and an Admin for the FMO Facebook page. He also chairs both the Legislative and Communication Committees for NMHOA and sits on their Board of Directors as a Director at Large. He is also the Admin for the NMHOA Facebook page.
He is best reached via email at bob1957@hotmail.com

FMO Gold Awards

Jamaica Bay Homeowners Association was presented with the coveted "FMO Gold Award" at their HOA membership meeting. The GOLD award is presented from the FMO to HOAs that have achieved 100% active FMO membership on their Board of Directors. The award represents the HOAs everyday hard work and their collaboration with the FMO to make us all more united.
FMO President John Calabrese, FMO Vice President Lou Dunning, and District 7 President Celia Blotkamp were on hand to present the award to the HOA Board.

FMO Vice President Lou Dunning had the honor of presenting the FMO Gold Award to Tarawoods Homeowners Association. Tarawoods is the first HOA in Lee County to be recognized with having 100 percent of its Board of Directors as FMO members.

UPCOMING HOA CERTIFICATION CLASSES

Thursday, May 21st.
2-5 PM

All HOA Board members
are required by the State of Florida
to take this class.
Classes fill up fast. Register today!

Vice President Lou Dunning presented the "FMO GOLD AWARD" to members of the May Manor Homeowners Association, recognizing their 100% Board membership with the Federation of Manufactured Homeowners of Florida and their continued support of the FMO membership in their community.

Inside The Gate, Important Information for HOAs

By Bob Anderson, Communications Chairman

HOA Bylaws

Bylaws may be the most misunderstood document mobile home residents read. The term "bylaws" is a misnomer. They are **not** actually laws, as many people think. They are merely an internal set of **rules** that govern how an HOA operates. **Contrary to popular opinion, they do not supersede Chapter 723, the Articles of Incorporation, or any other State or Federal law.** While you may see a few instances in the Chapter 723 statutes where it will say *"…unless your bylaws say otherwise…* these instances are few and far between. You must abide by the overall meaning of the particular 723 statute. Below is a guide to Florida HOA bylaws:

Governing Law for Florida Mobile Home HOAs

Florida mobile home HOAs are primarily governed by:

- **Florida Statutes Chapter 723 – Florida Mobile Home Act**
- **Florida Statutes Chapter 617 – Nonprofit Corporations**
  - Applies because most mobile home HOAs are nonprofit corporations

Both chapters apply simultaneously, and bylaws must comply with *both.*

What Bylaws Control in a Florida Mobile Home HOA

In Florida mobile home HOAs, **bylaws control governance only,** including:

1. **Board of Directors**
   - Number of Directors
     - Five is the recommended number of directors
   - Eligibility (often tied to ownership/occupancy)
   - Term length and staggered terms
   - Removal and vacancies

Bylaws **cannot** give the board powers that violate Chapter 723 member protections.

2. **Officers**
   - Required officers (President, Secretary, Treasurer)
     - Vice President is a popular, but optional, position.
   - Authority limits of officers.
3. **Elections and Voting**
   - Annual election requirements
   - Quorum (often a major dispute point)
   - Proxy and absentee ballot rules
   - Tie-breaking procedures

Elections that violate the bylaws or Chapters 617and/or 723 are **challengeable and voidable.**

4. **Membership Rights**
   - One vote per lot/home
   - Member access to meetings
   - Right to vote on major corporate actions

Bylaws **cannot eliminate or materially restrict** statutory voting rights.

5. **Meetings**
   - Annual Member meetings (required under Chapter 723)
   - Special Meetings
   - Notice requirements
   - Parliamentary Procedure (Usually "Robert's Rules of Order")
6. **Committees**
   - Whether committees may be formed
   - Whether committees can act independently or only recommend
   - Limits on committee authority

What Florida Mobile Home HOA Bylaws Cannot Do

Bylaws **may not:**

- Override **Chapter 723 resident protections**
- Change **lot rental terms** (prospectus responsibility)
- Impose fees or assessments not authorized by statute or the prospectus
- Restrict statutory inspection of records
- Alter statutory quorum or voting rights unlawfully
- Convert a homeowners association into a "social club only" entity

Critical Interaction: Bylaws vs. Prospectus

In Florida mobile home parks:

- The **Prospectus** governs:
  - Rent
  - Fees
  - Pass-through charges
  - Use of common areas
  - Park rules affecting tenancy
- The **Bylaws govern:**
  - Corporate structure
  - Elections
  - Meetings
  - Board authority

Bylaws cannot contradict the prospectus.
If they do, the conflicting bylaw provision is unenforceable.

Legal Hierarchy

If documents conflict, authority flows as follows:

1. Articles of Incorporation
2. Recorded Declaration (P&Ps, etc.)
3. Florida Statutes (Chapter 723, 617)
4. Prospectus
5. Bylaws
6. Rules & Regulations

Bylaws are not at the top – they are subordinate documents.

Common Florida Mobile Home HOA Bylaw Problems

These issues come up *constantly*:

- Bylaws written before major Chapter 723 amendments.
- Officers not elected in accordance with Chapter 723.
- Board elections held without a proper quorum.
- Officers exercising powers not granted by bylaws.
- Amendments adopted without required member vote.
- Bylaws copied from condo or non-mobile-home HOAs.
- Conflicts between bylaws and the prospectus.

Many HOAs are operating under partially invalid bylaws without realizing it.

Amending Bylaws

Typically requires:

- Notice to members
- A member vote
- Compliance with Chapter 723/617 procedures

A board cannot amend bylaws unilaterally unless the bylaws *explicitly* allow it – and even then, statutory limits apply.

Practical Tip

If you are dealing with:

- A disputed election
- Board overreach
- Improper bylaw amendments
- Conflicts between bylaws and the prospectus

Always analyze bylaws alongside Chapters 723 and 617 – not in isolation.

DO YOU KNOW WHAT A SILCROW (§) IS?

This is the Section sign. It is often used to denote individual sections of a document, often in legal documents. For example, you may see something like §723.037 referring to a single statute. When referring to multiple statutes, you may see something like §§723.037-723.038. Also known as a silcrow, you will start seeing it in this and all future issues of this magazine when referring to specific statutes.

INSIDE PRIVATE EQUITY

By Bob Anderson, FMO Communications Chairman

Why Investors Overpay for Mobile Home Parks

Have you ever wondered why investors appear to pay so much for parks? The answer is really quite simple. Investors don't price a park at its current value. They price a property based on future income. Let's examine the main reasons investors bid prices up.

Rent Growth Potential

Many parks typically have below-market lot rents, especially older family-owned parks. Investors assume they can increase lot rents significantly over time. They also assume they can add utility pass-through fees and charge for amenities or services. Looking at just lot rent: if the current lot rent is $450 per month but the nearby market rent is $700 per month, an investor sees a $250 per lot upside. If the park has 150 lots, that's an **increase of $450,000 in annual revenue** once rents rise. This is why they only look at future income, and don't worry about present value.

Extremely Low Tenant Mobility

Mobile home parks have **one of the lowest tenant turnover rates in real estate**. Moving a manufactured home can cost $10,000 or more. Homes built before June 15, 1976, generally cannot be moved, and many parks do not accept pre-owned homes. Moving a mobile home also requires permits, transport, and setup. The home also needs to be tied down to the lot. Because moving a home is so expensive, residents are often "locked in". They may feel they have nowhere else to go and can't afford to go anywhere else. This creates a **very stable cash flow**, which investors value highly.

High Operating Margins

Mobile home parks have **lower expenses** than most other housing. Look at these typical expense ratios:

Property Type	Expenses
Apartment Buildings	40-55%
Mobile Home Parks	25-35%

This means **more net income per dollar of rent.**

Scarcity of New Parks

Only a handful of new parks are built each year because of zoning restrictions, local opposition (aka NIMBY, Not In My Back Yard), or infrastructure costs. This makes existing parks scarce assets. When supply is limited and demand is rising, prices increase rapidly.

Institutional Capital Entering the Market

Over the last 10-15 years, large investors known as REITs (Real Estate Investment Trusts) discovered this sector of the market. Examples include Equity LifeStyle Properties (ELS), Sun Communities, and Cove Communities, among many others. When large funds compete with smaller buyers, prices increase dramatically.

Favorable Financing

Government-related financing can make it easier to buy mobile home parks. Some loans offer long amortization periods, lower interest rates, and high leverage. Loan programs sometimes involve institutions such as the Federal Home Loan Bank System, which supports mortgage liquidity. Government-sponsored enterprises (GSEs) such as Fannie Mae and Freddy Mac are a popular source of low-interest funding. Cheap financing allows investors to **pay more up front.**

Value-Add Strategies

Many buyers believe they can increase value through filling vacant lots, installing new homes, submetering utilities, and converting tenant-owned homes to park-owned homes. These strategies can **double or triple net income** in some cases.

Mobile Home Parks Are Seen as "Recession-Resistant"

Demand for affordable housing increases during economic downturns. Manufactured housing is often the **lowest-cost unsubsidized housing** in the U.S. Because of that, investors believe parks are stable, defensive assets and less risky than other real estate.

Why It Looks Like "Overpaying"

From the outside, it may look irrational because current rents may be low, residents cannot absorb large increases, infrastructure may be aging, and regulations may limit rent increases (in some states). But investors usually price the property based on expected future rents and long-term scarcity, not current conditions.

In the next issue, I will discuss the ever-popular topic of "Market" and how it's determined. We will also start to discuss something called the Primary Market Area (PMA) and how investors use it to determine higher lot rents.

CAPITOL BEAT

By FMO Legislative Counsel, Nancy Black Stewart

LOOKING FORWARD....and, LOOKING BACK!!

The 2026 Regular Session ended on time, March 13th, and yet the Legislature will return to Tallahassee to complete the required business they did not accomplish. This is certainly not the first time the Legislature left town without a state budget, but its failure to reach an agreement on spending issues must be corrected. Florida's fiscal year ends June 30, so they will return to solve this problem. There are many unknowns!

Looking Back: FMO, and all of you, had a very busy Regular Session. First, a BIG thanks to all of you who reached out to Legislators to gather their support! As you know, there are many players in the process: House Subcommittee members; House Committee members; Senate Committee members; and, of course, the members on the floor of each Chamber. They each have a vote! And, we will be mindful of the important role that House and Senate Staff play in the process! So…the *Watchdog* requests for action are important, and when you help, it makes a difference!

The Mobile Home Lot Rent Assistance bill (SB 594/HB 267) passed through all 5 subcommittees and committees and through each chamber with a unanimous vote at each stop! At this writing, the enrolled (final) bill is still in possession of the Legislature. There is no timeframe requirement for delivery to the Governor, so he can take action. Of the 1926 member and committee bills filed this year, only 237 passed both the House and Senate. This puts our success in perspective! I hope that you did take action on the March 24th *Watchdog* request to contact the Governor in support of SB 594!

The Chapter 723 bill to provide changes to help mobile homeowners (HB 703/SB 1550) did not move forward this year. Our issues do not go away, and we will be back!!

Looking Forward: FMO will work with the budget process when the Legislature returns to do that. Each year, the Mobile Home Tie-Down Program must have approval for funding in the Appropriations Bill. The funding formula is in the statute (s. 215.559 (2) (a), F.S.), but it must have specific funding in the budget. At this writing, we are poised for refunding our program, and we will take nothing for granted. Part of the budget process includes the annual tax break package. This has also been deferred to the Special Session.

Property Tax: Conversations about giving ad valorem tax relief for Florida residents who own their homes are rooted in the Florida Constitution language, which requires ownership of real property. Mobile homeowners get NO relief from the various ballot proposals because you lease your lot and do not own it.

Right now, mobile home parks are assessed as commercial property and therefore, the assessed value may increase, **up to 10% per year**. As you are painfully aware, mobile home park owners **may (and do) pass on their ad valorem property taxes to YOU**!!

The Florida House included language in their annual tax break bill that will hold the amount of increase in the property tax assessment for mobile home parks to **3%** over the preceding year!! This major reduction in property tax for a park will occur if 75% of the homes have a lot rental agreement of at least one year, and if the ad valorem tax bill is passed on to homeowners.

During a Special Session to pass a budget and any tax relief, both Chambers will be starting over with new proposals. Historically, the tax package contains the sales tax holidays and various other forms of tax relief. Recently, there was concern that state revenues were lower than anticipated. This will affect both the budget and the final tax package. As the Session ended, the Senate tax package scored at $55.7 million in relief for taxpayers. And the Revenue Estimating Impact Conference scored the proposed change for mobile home parks at $62 million. As you can see, that is a large part of the $ 153.9 million total House relief package. FMO will continue to do everything possible to raise the awareness of your position on this important matter that affects your pocket!

Real Estate Investment Trusts (REITs)

By Bob Anderson, FMO Communications Chairman

REITs have been around for well over 50 years. They were established by Congress in 1960 to allow individual investors to invest in large-scale, income-producing real estate. REITs provide a way for individual investors to earn a share of the income produced through commercial real estate ownership — without actually having to go out and purchase commercial real estate.

What is a REIT?

A REIT is a company that owns – and typically operates – income-producing real estate or real estate-related assets. These may include office buildings, shopping malls, apartments, hotels, resorts, mobile home parks, self-storage facilities, warehouses, and mortgages or loans. Most REITs specialize in a single type of real estate, such as mobile home parks

What distinguishes REITs from other real estate companies is that a REIT must acquire and develop its real estate properties to operate them as part of its own investment portfolio, as opposed to reselling those properties after they have been developed.

How to Qualify as a REIT

To qualify as a REIT, a company must have the bulk of its assets and income connected to real estate investment and must distribute at least 90 percent of its taxable income to shareholders annually in the form of dividends. REITs are allowed to deduct from their corporate taxable income all of the dividends that it pays out to their shareholders. Because of this special tax treatment, most REITs pay out at least 100 percent of their taxable income to their shareholders and, therefore, owe no corporate tax.

In addition to paying out at least 90 percent of its taxable income annually in the form of shareholder dividends, a REIT must:

- Be an entity that would be taxable as a corporation but for its REIT status;
- Be managed by a board of directors or trustees;
- Have shares that are fully transferable;
- Have a minimum of 100 shareholders after its first year as a REIT;
- Have no more than 50 percent of its shares held by five or fewer individuals during the last half of the taxable year;
- Invest at least 75 percent of its total assets in real estate assets and cash;
- Derive at least 75 percent of its gross income from real estate-related sources, including rents from real property and interest on mortgages financing real property;
- Derive at least 95 percent of its gross income from such real estate sources and dividends or interest from any source; and
- Have no more than 25 percent of its assets consist of non-qualifying securities or stock in taxable REIT subsidiaries.

Three Categories of REITs

REITs generally fall into three categories: equity REITs, mortgage REITs, and hybrid REITs. Most REITs are equity REITs. These typically own and operate income-producing real estate. Mortgage REITs provide money to real estate owners and operators either directly in the form of mortgages or other types of real estate loans, or indirectly through the acquisition of mortgage-backed securities. Hybrid REITs are companies that use the investment strategies of both equity and mortgage REITs.

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Silver Lake - *St. Petersburg*
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GCSC Mobile Home Tie-Down Program
Frequently Asked Questions Part 3

By Jennifer Shaw

What is the GCSC Mobile Home Tie-Down Program?

The Mobile Home Tie-Down Program is a state-funded grant program through the Florida Division of Emergency Management. Gulf Coast State College contracts with Florida-licensed mobile home installers to inspect and improve the tie-downs on older manufactured and mobile homes installed in 1999 and earlier. The GCSC Mobile Home Tie-Down Program will never ask homeowners to pay for tie-down inspection and installation services.

What are the Differences Between Home Skirting Types?

The program classifies mobile and manufactured home skirting in two broad categories based on ease of removal and ability to install tie-down components.

Removable Skirting: Stacked block (non-mortared and removable), vinyl panels, metal slats, lattice, or any other types determined by the vendor as easily removable are eligible for removal and re-installation by the vendor. Homes should have a minimum of 12" clearance. This type of skirting allows for tie-down installation from outside the home.

Stacked Block

Vinyl

Lattice

Non-Removable Skirting: Mortared block, vinyl lap siding to the ground, stucco, or any other type determined by the vendor to be non-removable. Homes with non-removable skirting may still be accepted into the program if an access panel (roughly 2 feet) and ground-to-home height (minimum of 18") allow for installation from underneath the home.

Mortared

Stucco

Vendors may also determine a home has “difficult to remove skirting,” such as stacked block that has been wrapped with wire or has multiple layers. Homeowners may be required to acknowledge in writing that they will take responsibility for the removal and re-installation of skirting that has several layers if considered non-removable by the vendor, and the home has no appropriate crawl space access.

Homes with no available access or height that is too low for proper tie-down installation are not eligible for the program, as the vendor does not have the space for Florida’s installation requirements.

Watch for the Mobile Home Tie-Down Program Frequently Asked Questions Part 4 in the next FMO Magazine issue!

Do you have questions you’d like answered? Please submit your inquiries to tiedownprogram@gulfcoast.edu, with the subject line: “FMO Magazine MHTDP FAQ.”

For more information about our program, email tiedownprogram@gulfcoast.edu, call 448-201-6882, or visit our website at www.gulfcoast.edu/tiedownprogram.

Jennifer Shaw, Program Manager
GCSC Mobile Home Tie-Down Program

GULF COAST STATE COLLEGE
SINCE 1957

A Brief History of the HOA

By Sam Page, FMO Communications

Homeowner's associations have become so common in the United States that many people assume they have always been part of the nation's residential landscape. In reality, the rise of HOAs is a relatively modern phenomenon, shaped by shifting legal frameworks, evolving ideas about community planning, and the growing desire for predictable, well-maintained neighborhoods. Their history is a story of law, economics, culture, and the American pursuit of order in an increasingly complex society.

The earliest roots of the modern HOA can be traced to the late 19th and early 20th centuries, when developers began experimenting with private deed restrictions to control the appearance and use of residential property. These early covenants were often simple, addressing issues such as setbacks, fencing, architectural style, or the prohibition of certain commercial activities. They were not yet the organized associations we know today, but they laid the groundwork for the idea that private contracts could shape a neighborhood's character long after the developer sold the last lot. By the 1920s, the concept of the planned residential community began to take hold. Developers such as *J.C. Nichols* in Kansas City pioneered the use of comprehensive deed restrictions to maintain uniformity and protect property values. Nichols' Country Club District became a national model, demonstrating that private governance could create stable, attractive neighborhoods that appealed to middle- and upper-income buyers. These early developments were not HOAs in the modern sense, but they introduced the idea that a community could be governed by a set of binding rules enforced by a private entity rather than a municipal government.

The federal government played an unexpected role in accelerating the spread of these private restrictions. During the 1930s and 1940s, the Federal Housing Administration encouraged the use of deed restrictions as a condition for mortgage insurance, believing that uniformity and predictability reduced lending risk. Although many of these early covenants contained discriminatory provisions that would later be outlawed, the FHA's endorsement helped normalize the idea that private rules were an essential part of residential development. By mid-century, the legal and cultural foundation for HOAs had been firmly established.

The true explosion of homeowner's associations began after World War II, when the United States experienced a massive housing boom. Suburban development surged, fueled by returning veterans, affordable mortgages, and the construction of interstate highways. Developers discovered that HOAs offered a practical way to manage shared amenities such as parks, pools, and clubhouse features that made new subdivisions more attractive to buyers. At the same time, local governments increasingly encouraged or required HOAs as a way to shift the cost of infrastructure maintenance from taxpayers to private communities. Roads, stormwater systems, and recreational facilities that might once have been publicly funded were instead placed under the control of associations. By the 1960s and 1970s, the modern HOA had fully emerged. States began adopting statutes that formally recognized common-interest communities and established the legal framework for their governance. The Uniform Condominium Act of 1977 and the Uniform Common Interest Ownership Act of 1982 provided model legislation that many states used to regulate associations. These laws clarified the powers of boards, the rights of homeowners, and the mechanisms for enforcing covenants. They also cemented the idea that HOAs function as quasi-governmental entities; private corporations with the authority to levy assessments, enforce rules, and manage community assets. By the late 20th century, HOAs had become a standard feature of American residential development. What began as a niche concept had evolved into a dominant form of community organization.

The evolution of HOAs has not been without controversy. Critics argue that associations can be overly restrictive, bureaucratic, or intrusive. Disputes over landscaping, paint colors, parking, and pets have become staples of local news coverage. Some homeowners bristle at the idea of a private board wielding authority over their property. Others question whether associations sometimes prioritize uniformity over individuality. These tensions are not new; they echo debates that have existed since the earliest days of private covenants. Yet they also reflect the fundamental challenge of any community: balancing personal freedom with collective responsibility. Today, more than 75 million Americans live in HOA-governed communities, according to the Community Associations Institute. These associations range from small clusters of single-family homes to sprawling master-planned developments with golf courses, marinas, and extensive recreational facilities. They exist in every state and across every demographic category, though they are especially prevalent in fast-growing regions such as Florida, Texas, Arizona, and the Carolinas. In recent years, state legislatures have taken a more active role in regulating associations. Many states have enacted laws to increase transparency, protect homeowners' rights, and standardize board practices. These reforms reflect the recognition that HOAs, while private entities, wield significant power over the daily lives of millions of Americans. The legal landscape continues to evolve, and associations must navigate a complex web of statutes, case law, and governing documents.

Despite their challenges, HOAs remain a defining feature of American residential life. So, as the country continues to grow and change, homeowner's associations will undoubtedly evolve as well. The history of HOAs suggests that they are capable of adapting to new realities while preserving the core idea that has guided them from the beginning: that a well-governed community can enhance the quality of life for the people who call it home.

Legal Ease

Jeremy Anderson

An HOA member who is currently out of state sent a certified letter to the HOA demanding that he be provided a large number of records by mail or email. This HOA member has threatened that, if he does not receive the records within 20 business days after receipt of his request, he will file for arbitration and seek statutory damages. Are we required to provide him with the requested records via mail or email?

Per **Section 723.079(5), Florida Statutes,** the Association's statutory obligation is to make the requested records "available to a member for inspection or photocopying within 20 business days after receipt by the board or its designee of a written request submitted by certified mail, return receipt requested."

This obligation may be satisfied "by having a copy of the official records available for inspection or copying in the park . . . ." There is no statutory requirement that the requested records be mailed to the member. Further, the statute provides that making Association records available to a member electronically via the Internet (for example, by email) is **at the option of the Association.**

If the Association determines that it will not provide the requested records by mail or email, the member is unlikely to succeed in an arbitration action seeking statutory damages based solely on that refusal.

However, to best avoid having to defend such an action, I suggest responding in writing and pointing out the requirements and limitations of the statute. In addition, I suggest inviting the member to designate a representative to inspect the records on his behalf, as contemplated by the records-access statute.

I believe that the Park Owner is retaliating against me for being a member of the HOA's leadership and for generally pushing back whenever they deviate from the law and our prospectus, which is quite often. The Park Owner is on the record saying that he does not like me, that he hates the HOA, and that he wants to get rid of "rabble-rousers" such as myself. I received a notice of violation for my yard, which is the second such notice within a 12-month period. I read Section 723.0615, Florida Statutes, as providing that "retaliatory conduct" is a defense to eviction. Should I be concerned?

While Section 723.0615, Florida Statutes, makes retaliatory conduct by a Park Owner unlawful, the statute requires that the Park Owner's actions be taken primarily because the Park Owner is retaliating against the homeowner.

To raise retaliatory conduct as a defense to a threatened eviction, your conduct must have been undertaken in good faith and not for any improper purpose. Serving in the HOA's leadership and challenging unlawful or improper conduct by the Park Owner are not, in and of themselves, bad-faith actions or improper purposes.

In addition to a potential retaliation defense, you may also have a defense under Section 723.061(1)(c), Florida Statutes, if the asserted yard violation is based on a rule that was not properly adopted, or if the rule is being enforced arbitrarily or selectively.

That said, Section 723.0615(3), Florida Statutes, expressly provides that the retaliatory conduct defense "does not apply if the park owner proves that the eviction is for good cause." The statute lists examples of good cause, including:

- Good-faith action for nonpayment of lot rent;
- Violation of the rental agreement or park rules; or
- Violation of Chapter 723, Florida Statutes.

In your situation, a second violation of the same provision within a 12-month period could potentially be argued by the Park Owner to constitute good cause, notwithstanding the Park Owner's prior comments—particularly if the yard rule was properly adopted and is being enforced in a non-arbitrary manner.

Accordingly, I recommend that you retain counsel immediately to assist you in evaluating and defending the matter.

We do not have an HOA in our Park. Notwithstanding that fact, we still organize, at least annually, a committee to meet with the Park Owner to discuss rent increases. For the last eight years, the person authorized to accept all notices on behalf of the Park Owner was the Park Manager at the Park's management office. However, this year, the Park Owner is refusing to meet with our committee, asserting that we failed to timely make a request to the proper party. There is no evidence that the Park Owner changed the person or address where notice was to be delivered. Is this legal?

Not likely.

Per Section 723.027, Florida Statutes, if the Park Manager was the person previously authorized by the Park Owner to receive notices and demands on the Park Owner's behalf, then the Park Manager retains that authority until the homeowners are notified otherwise.

To validly change either (a) the person authorized to receive notices or demands on behalf of the Park Owner, or (b) the address for such notices or demands, the Park Owner was required to first provide the homeowners with written notice of the change.

I recommend that your group retain legal counsel to review the matter in more detail. It is possible that an attorney demand letter will result in the Park Owner changing its position.

I require a live-in health care aide with specialized training. My current live-in health care aide is retiring next month. Because of the rural nature of the county where my Park is located, there are few live-in health care aides qualified to properly care for me. The Park has a stringent background-check policy, which frequently results in lost sales and lost sublet arrangements. I have found a live-in health care aide who is qualified to care for me properly. However, I am concerned that a 20-year-old minor drug charge from the aide's college years will result in a denial. I preemptively raised this concern with the Park's Manager. She indicated that "if any negative criminal charge or conviction comes back, your care aide will be denied occupancy approval." I am not sure I can find another qualified live-in health care aide. Is this legal?

Not likely.

While Section 723.051(1), Florida Statutes, contemplates that a Park Owner may conduct background checks on prospective occupants, including live-in health care aides, the Park Owner must still comply with both the Federal Fair Housing Act and the Florida Fair Housing Act. Those laws may require the Park Owner to waive or modify otherwise applicable policies when reasonably necessary to accommodate a disability.

In your situation, you indicate that the issue involves only a criminal charge, not a conviction. As a general matter, an arrest or charge—standing alone—is significantly less probative than a conviction and may be an improper basis for denial, particularly in the reasonable-accommodation context.

Further, even if there had been a conviction, you indicate that it involved a relatively minor drug-related offense from approximately 20 years ago. The substantial passage of time with no other similar offenses occurring and the nature of the alleged offense are highly relevant. Also relevant is that the proposed live-in health care aide has likely obtained professional licensure or credentials, which may support the argument that the individual does not present a legitimate current risk.

Under these circumstances, if approval of your proposed live-in health care aide is reasonably necessary to afford you equal use and enjoyment of your home, the Park Owner may have a legal obligation to grant a reasonable accommodation unless doing so would create a direct threat, impose an undue administrative or financial burden, or fundamentally alter the nature of the Park's operations.

A refusal to approve the aide under the facts you state may expose the Park Owner to a fair housing discrimination claim, including potential damages, fees, and administrative penalties.

Please review the FMO website for its private and pro bono attorney lists. You should promptly retain counsel to advocate on your behalf.

The Park's Manager is attempting to undermine the legitimacy and viability of the HOA, including by getting "Park-friendly" Directors elected to the HOA's Board, squashing HOA fundraising and membership-drive efforts, and interfering with HOA events—for example, by having park staff run a competing bingo night immediately before the HOA's bingo night. The Park's Manager has stated her intent to eliminate the HOA and that she "will not stop until it is disbanded." Is this permitted?

Not likely.

Section 723.021, Florida Statutes, requires the Park Owner and its agents, including the Park Manager, to act in good faith and engage in fair dealings with the homeowners and the Association. That duty would extend to inappropriate interference with the Association's operations, including its leadership, membership, fundraising, and general financial viability.

A Park Owner's failure to act in good faith and to otherwise deal fairly with the Association and the homeowners, as appears to be occurring in your Park, may expose the Park Owner to legal action by the Association and/or affected homeowners. The prevailing party in such an action may be entitled to injunctive relief and to recover attorneys' fees and costs.

Before filing suit, the Association should have its counsel place the Park Owner on written notice of the complained-of conduct and demand that the Park Manager immediately cease and desist from further interference.

As to bingo specifically, if neither the Park Manager nor the participating Park staff reside in the Park, the Association should also place the Park Owner on notice that such activity may violate Florida law. Sections 723.079 and 849.0931, Florida Statutes, contemplate that the Association and groups of residents may conduct lawful bingo games within mobile home parks. However, that authority generally does not extend to nonresident Park Managers or nonresident Park staff conducting bingo in competition with the Association.

When the Board Is the Problem: Dysfunction, Division, and Disorder in Florida Mobile Home Park Homeowners Associations Under Chapter 723

By Michael Meaney, FMO Communications

I. Introduction

This article explores the warning signs of a dysfunctional board of directors in a Chapter 723 homeowners association, the legal standards those boards are expected to meet, and the remedies available to homeowners who find themselves governed by a board in crisis.

II. The Legal Framework: What Chapter 723 Expects of Board Members

Chapter 723 of the Florida Statutes, known as the Florida Mobile Home Act, is an important legal framework for anyone involved in mobile home park operations or living in a mobile home park in Florida. This chapter details specific provisions to protect mobile homeowners' rights and outlines the responsibilities of park owners.

At the core of that framework is the homeowners' association itself. Once incorporated and after serving the required notice, the association acts as the representative for all mobile homeowners on matters related to the chapter, regardless of whether the homeowner is a member of the association. This broad role means that the board of directors does not just serve dues-paying members; it also represents the entire community.

The statute imposes important legal duties on the individuals serving on that board. The officers and directors of the association owe a fiduciary duty to the members. A director and committee member must perform their duties in good faith, with the same care that an ordinarily prudent person in a similar position would exercise under comparable circumstances, and in a way they reasonably believe to be in the best interests of the corporation.

This is not just a suggestion; it is a legal requirement. Florida law treats association directors and officers as fiduciaries and provides homeowners with specific tools when a board member's personal interests begin to influence association decisions. When board members let personal grudges, factional loyalties, or private agendas take precedence over that duty, they are not just acting inappropriately; they could be breaking the law.

III. The Anatomy of a Dysfunctional Board

Not every disagreement among board members indicates dysfunction. Healthy boards debate, deliberate, and sometimes vote differently. The warning signs of a truly dysfunctional board are more specific, more persistent, and more harmful.

Chronic Public Disagreements

There is a clear difference between vigorous debate and open warfare. When board members regularly argue in front of homeowners at open meetings — raising their voices, interrupting each other, making personal accusations, or refusing to recognize majority votes — they signal that the board is no longer functioning as a governing body and has become a battleground for personal conflicts. Nothing damages a community's trust in its leadership faster than misconduct or self-interest among the board and management team, or even the suggestion that such issues may be happening. Public arguing sends exactly that message, regardless of whether any actual misconduct is involved.

Factionalism and Bloc Voting

A divided board often fractures into factions—two or three members who vote together on everything, not because of shared principles but because of personal alliances —and an equally entrenched opposing group. This pattern prevents the board from acting in the community's best interests because each decision becomes a proxy fight for internal power. Typical examples include the power-hungry member who seeks to control every decision and ignores input from others; the unresponsive member who neglects emails, skips meetings, or fails to perform duties; the over-enforcer who enforces HOA rules selectively or nitpicks minor violations; and the under-enforcer who ignores rules or shows favoritism to friends and neighbors. Factionalism usually produces all of these types at once, with each faction supporting its allies and targeting its opponents.

Selective Rule Enforcement and Self-Dealing

One of the most damaging signs of board dysfunction is the selective enforcement of association rules. When one faction uses its board position to enforce rules against enemies but ignores violations by allies, the association loses its basic claim to legitimacy. Most conflicts of interest involve someone using their influence for personal gain, even if others also benefit. Florida law prohibits directors, officers, and committee members from receiving a salary or compensation from the association for board duties and from otherwise benefiting financially from board service unless the fee is authorized in the governing documents or approved by an owner vote.

Failure to Conduct Business

Perhaps the most practical consequence of board dysfunction is paralysis. A board that cannot agree cannot act. An elected HOA board is responsible for the general management and operation of the association, including enforcing covenants, restrictions, and rules. When functioning smoothly, a board plays an important role in the community, helping to keep the community orderly and peaceful. However, when the board is caught up in internal conflict, routine operations can come to a halt, giving the park owner a significant advantage in negotiations over lot rental increases or changes in services — precisely the kind of negotiations that Chapter 723 is meant to ensure are fair.

IV. Remedies Available to Homeowners

Homeowners in a Chapter 723 community have options when their board becomes dysfunctional. Florida law offers several effective tools.

Recall

The most straightforward solution is to remove the board members who caused the dysfunction. Any member of the board of directors can be recalled and removed from office, with or without cause, by a majority of all members through a vote or a written agreement. This right is intentionally broad in that homeowners need not show misconduct or establish legal cause. They only need to organize a majority. Once a recall is certified, the recalled members must return to the board, within five full business days, any records and property of the association in their possession.

If the board refuses to certify a valid recall, it shall, within five (5) full business days after the board meeting, file a petition for binding arbitration with the division, in accordance with Section 723.1255.

Mediation is a process where a mediator, appointed by the Division of Florida Condominiums, Timeshares, and Mobile Homes or chosen by the parties, encourages and helps facilitate the resolution of a dispute. It is meant to assist the parties in reaching a mutually acceptable agreement. When internal board conflicts lead to disputes between the association and its members, mediation can offer a way to resolve issues without going to court.

Civil Action

Where a board's dysfunction rises to the level of a fiduciary breach, legal action is available. In cases involving fiduciary duty breaches, homeowners have options, including legal action against the HOA seeking injunctive relief or monetary damages to address the alleged failures.

Professional Management and Outside Counsel

When the board's dysfunction is severe, but recall isn't yet possible, homeowners may advocate for the association to hire a professional management company. Bringing in a professional HOA management firm can be one of the most effective ways to resolve ongoing issues. A management company can provide unbiased oversight to ensure board members follow governing documents and state laws, enforce procedures consistently, prevent favoritism or unfair rule application, manage finances, contracts, and vendor relationships to minimize disputes, and facilitate communication between homeowners and the board, creating a buffer that helps reduce personal conflicts.

V. Prevention: What a Healthy Board Looks Like

The best way to prevent board dysfunction is through proactive measures. Organizations that implement clear governance policies — and enforce them among board members — are much less likely to fall into the issues described above.

Behind every successful board is a solid ethical foundation. The HOA board of directors must adhere to a clear code of ethics that promotes transparency, fairness, and accountability: acting honestly and in the community's best interest; making open, well-communicated decisions; protecting private or sensitive information shared during meetings; treating all homeowners equally without bias; encouraging positive and professional interactions among members and homeowners; and taking responsibility for all actions and outcomes.

VI. Conclusion

A homeowners' association operating under Chapter 723 of the Florida Statutes holds significant legal and practical responsibilities. Its board of directors is charged with the well-being of every resident in the park – members and non-members alike. When that board is divided by personal hostility, public disagreements, selective enforcement, and self-interest, it fails not only as a governing body but also as a fiduciary. The law gives homeowners real tools to address this failure: recall, mediation, arbitration, and civil action. However, the most powerful tool remains an informed, organized, and engaged community that demands better and knows how to achieve it.

Editor's Note: This article is intended for general informational purposes only and does not constitute legal advice. Homeowners with specific concerns about their homeowners association should consult a licensed Florida attorney experienced in community association law.

The Governing Documents: The Hierarchy and Authority of Articles of Incorporation, Bylaws, and Policies & Procedures

By George Gingo, Esq.

EDITOR'S NOTE: *I first met George a few years ago when he successfully litigated an eviction case for a friend of mine. Her park owner filed an eviction case against her, claiming her mobile home wasn't an "approved" color. George proved that the park lacked an approved color palette, and he prevailed. He also won a class-action suit against the same park by proving that it overcharged residents for water in violation of the prospectus. We have remained in contact, and when he offered to write an article for the magazine, I suggested this topic.*

Disagreements often arise over which governing document "controls" an organization. Florida law provides a clear and consistent answer. The correct order of authority is:

1. Florida law
2. Articles of Incorporation
3. Bylaws
4. Policies & Procedures
5. Board resolutions, customs, or informal practices

The Articles of Incorporation are the organization's legal foundation. They create the corporation and define its basic structure and purpose. Bylaws do not override the Articles, and Policies & Procedures are subordinate to both. No board vote, long-standing practice, or interpretation can reverse this hierarchy. If a bylaw or policy conflicts with Florida law or the Articles of Incorporation, it is unenforceable – even if it has been followed for years. The analysis below explains the legal basis for this rule.

Issue

When there is a conflict between an organization's Articles of Incorporation, Bylaws, and Policies & Procedures, which document controls, and may Bylaws lawfully supersede or override the Articles of Incorporation?

Rule

A. Governing Law and Hierarchy

Florida not-for-profit corporations are governed by the Florida Not-For-Profit Corporation Act, Chapter 617, Florida Statutes. Under that Act, the hierarchy of authority is:

1. Florida Statutes
2. Articles of Incorporation
3. Bylaws
4. Policies & Procedures
5. Board resolutions, customs, or informal practices

Each lower-level governing instrument must be consistent with all higher-level authorities.

B. Articles of Incorporation Are The Highest Internal Governing Authority

A corporation comes into legal authority only upon filing its Articles of Incorporation with the Florida Department of State. §§ 617.0201-617.0202, Fla Stat.

The Articles establish:

- The corporation's legal existence
- Its lawful purpose, and
- Its fundamental governance structure

Accordingly, the Articles of Incorporation are the highest internal governing document of the organization, subordinate only to Florida statutes.

C. Bylaws are Statutorily Subordinate to the Articles of Incorporation

Bylaws are internal operating rules adopted to manage the affairs of the corporation. Their scope is expressly limited by statute:

"The bylaws may contain any provision for the regulation and management of the affairs of the corporation not inconsistent with law or the articles of incorporation." § 617.0206, Fla. Stat.

Florida courts strictly enforce this limitation. In *Cat Cay Yacht Club v. Diaz*, 264 So. 3d 1071, 1073-74 (Fla. 3d DCA 2019) (*invalidating corporate actions inconsistent with governing documents and law under §617.0206, Fla. Stat.)*, the Third District Court of Appeal confirmed that corporate actions and bylaw provisions inconsistent with Florida law or the Articles of Incorporation are invalid and unenforceable.

Florida Attorney General Opinion 2000-60 (Oct.5, 2000) further reinforces this principle, concluding that bylaws of a nonprofit corporation may not be amended or applied in a manner that conflicts with mandatory statutory requirements or higher governing authority.

Accordingly:

- Bylaws cannot supersede or override the Articles of Incorporation
- Bylaws cannot amend the Articles; and
- Any bylaw inconsistent with Florida law or the Articles is void.

Amendments to the Articles of Incorporation require compliance with statutory procedures and filing with the Department of State. §617.1001, et seq., Fla. Stat.

D. Policies and Procedures are the Lowest Level of Authority

Policies and Procedures are board-adopted guidelines addressing routine administrative matters. Chapter 617 does not mandate them, and they possess no independent authority apart from that granted by:

- Florida law,
- the Articles of Incorporation,
- the Bylaws, or
- the board's general corporate powers (See § 617.0302, Fla. Stat.)

Any policy that conflicts with Florida statutes, the Articles, or the Bylaws is unenforceable.

E. Effect of Specialized Statutes (Including Chapter 723)

Organizations such as the FMO may engage in advocacy or activities involving specialized statutes, including Chapter 723, Florida Statutes (Mobile Home Lot Tenancies). While such statutes may affect the organization's substantive mission or advocacy focus, they do not alter the internal hierarchy of corporate governance documents established by Chapter 617. The Articles-Bylaws-Policies hierarchy remains controlling.

F. Custom, Practice, or Board Interpretation Cannot Alter the Hierarchy

Long-standing practice, board custom, or historical interpretation cannot elevate a bylaw or policy above the Articles of Incorporation. Courts enforce statutory and documentary hierarchies, not informal understandings or preferences.

CONCLUSION

Under Florida law:

- The Articles of Incorporation control over the Bylaws.
- The Bylaws control over Policies & Procedures.
- Any Bylaw provision purporting to give Bylaws precedence over the Articles of Incorporation is unenforceable on its face under § 617.0206, Florida Statutes.
- No board vote, policy, resolution, or custom may override Florida law or the Articles of Incorporation.

Respecting this hierarchy is essential to lawful governance, valid decision-making, and organizational stability for Florida not-for-profit organizations, including advocacy organizations.

WHAT YOU SHOULD KNOW

This column will explain various aspects of Chapter 723, other Florida laws, federal law, legislative bills, and anything related to manufactured housing in Florida.

By Bob Anderson, FMO Communications Chairman

Non-Waivable Statutes Under Chapter 723, Florida Statutes

723.021 – Obligation of Good Faith and Fair Dealing
Parties must act honestly and fairly. This duty cannot be waived in any agreement.

723.022 – Park Owner's General Obligations
Park Owners must maintain common areas, utilities, and comply with all codes. These duties cannot be waived or reduced.

723.023 – Mobile Home Owner's General Obligations
Homeowners must comply with codes and maintain their lot. These responsibilities cannot be waived.

723.024 – Mandatory Compliance
Both parties must follow Chapter 723 regardless of contract language attempting to override it.

723.031 – Mobile Home Lot Rental Agreements
Certain items must be included in rental agreements, and these statutory requirements cannot be waived.

723.032 – Prohibited or Unenforceable Provisions
Any attempt to waive renter rights or park owner responsibilities is void.

723.033 – Unreasonable Lot Rental Provisions
Tenants cannot be forced to waive protections against unreasonable fees or rental terms.

723.035 – Rules and Regulations
Park Rules conflicting with Chapter 723 are invalid.

723.037 – Rent Increases and Rule Changes
Statutory notice and mediation rights for rent increases cannot be waived.

723.038 – Mediation Procedures
Mandatory access to statutory mediation cannot be waived by contract.

723.0381 – Arbitration and Civil Actions
Right to arbitration and civil lawsuits under Chapter 723 cannot be waived.

723.041 – Entrance Fees, Exit Fees Prohibited
Exit fees are prohibited, and required refunds cannot be waived.

723.051 – Invitees and Health Care Aides
Parks may not charge extra fees for invitees or live-in aides, except for background checks.

723.054 – Right to Assemble and Communicate
Residents' rights to meet and communicate in common areas are non-waivable.

723.055 – Right to Invite Public Officials
Park owners cannot restrict residents from inviting officials or tenant representatives.

723.056 – Enforcement of Assembly Rights
Rights to enforcement cannot be waived.

723.058 – Restrictions on Sale of Mobile Homes
Parks cannot impose additional sale restrictions beyond what the statute allows.

723.059 – Purchaser Rights
Purchasers of a mobile home in a park cannot be denied statutory rights.

723.061 – Eviction Grounds
Evictions may only occur for statutory reasons; protections cannot be waived.

723.063 – Defenses to Rent or Possession Actions
Statutory defenses (such as park noncompliance) cannot be waived.

723.068 – Attorney's Fees
Statutory entitlement to attorney's fees cannot be waived.

723.071 – Sale of Mobile Home Park, Right of First Refusal
Homeowners' right to purchase the park cannot be waived.

723.072 – Affidavit of Compliance
Required affidavits in park sales cannot be waived.

723.073 – Conveyance by the Association
Statutory protections in association conveyances cannot be waived.

723.075 – 723.079 - HOA Rights and Protections
Formation, powers, duties, and rights of HOAs cannot be waived.

723.083 – Governmental Action Affecting Removal
Government cannot authorize eviction without adequate relocation protections.

723.084 – Storage Charges
Statutory limits on storage charges cannot be waived.

723.085 – Rights of Lienholders
Lienholder protection rights cannot be waived.

723.086 – Property and Lienholder Contracts
Certain lienholder contract protections cannot be waived.

723.0611 - 723.06116 – Florida Mobile Home Relocation Corporation (FMHRC)
Rights to relocation assistance, park owner payment obligations, and protections linked to a change in use cannot be waived.

PARTIALLY NON-WAIVABLE STATUTES

723.025 – Access rules must meet statutory minimums.

723.027 – Park designees for notices must comply with the statute.

723.042 – 723.046 – Certain utility/improvement rights cannot be waived.

You and your HOA: A Match Made In Heaven?

By Sam Page, FMO Communications

For most people, the phrase “homeowners association” doesn’t immediately conjure images of romance. It doesn’t sound like candlelight, soft music, or the kind of partnership that inspires poetry. Yet for millions of Americans, the relationship they have with their HOA is one of the most enduring, consequential, and defining commitments of their adult lives. You may not have exchanged rings, but you did sign documents, legally binding ones, and those covenants will shape your daily life long after the ink has dried. So, the question becomes unavoidable:

Is your HOA a match made in heaven, or a marriage of convenience?

Across the country, more than 75 million people live in communities governed by HOAs. In Florida, where planned developments and manufactured-home communities are woven into the fabric of the state’s growth, the HOA is as common as a palm tree. Some residents embrace the structure, the predictability, and the shared stewardship. Others approach the relationship with caution, wondering whether the rules are too strict, the board too assertive or the assessments too high. But whether you’re smitten or skeptical, the HOA is part of your life and understanding that relationship is the key to making it work. At its core, an HOA is a contract, one that “runs with the land,” meaning it applies to every owner who comes after you. The covenants, conditions and restrictions, known as CC&Rs, are recorded with the county and enforceable under state law. They are not suggestions, preferences, or polite requests. They are the law of your little land, and courts consistently uphold them. When you buy into a community, you’re not just purchasing a home; you’re entering into a partnership with your neighbors, your board, and the governing documents that bind you together.

For some, this arrangement feels like a blessing. They appreciate the order, the maintenance standards, and the shared amenities that would be impossible to sustain individually. They like knowing that the clubhouse will be clean, the pool sparkling, the landscaping trimmed, and the roads maintained. They value the sense of identity that comes from living in a community with a clear vision and a consistent aesthetic. They enjoy the social fabric that emerges when neighbors gather for events, volunteer on committees, or simply wave from their golf carts. For others, the relationship feels more complicated. They may worry about overreach, inconsistent enforcement, or the occasional personality clash that can arise when volunteers take on quasi-governmental roles. They may question decisions about spending, rule changes, or long-term planning. They may feel that the HOA is too involved in their personal choices or not involved enough in the issues that matter most. But like any relationship worth keeping, the HOA-homeowner partnership thrives on communication, transparency and mutual respect. When those elements are present, the community flourishes. When they’re absent, frustration grows.

One of the most misunderstood aspects of HOAs is the balance between authority and accountability. Boards have significant power: they can levy assessments, enforce rules, approve architectural changes, and manage the community’s finances. But they are also bound by state statutes, governing documents, and fiduciary duty. They must act in the best interest of the community, not in the service of personal preferences or private agendas. In Florida, where resident-owned communities and traditional developer-controlled HOAs coexist, the dynamics can vary widely. But the underlying principle remains the same: the board serves the community, not the other way around. The best boards understand this. They communicate clearly, publish accurate financials, follow procedures, and treat residents with dignity. They recognize that they are stewards, not rulers, and that their decisions affect not just property values but the tone and culture of the neighborhood. They know that trust is earned, not assumed, and that transparency is the foundation of good governance.

Residents, too, have responsibilities. They must read the governing documents, pay assessments on time, follow the rules, and participate in the democratic process. They must recognize that an HOA is not a service provider but a cooperative enterprise. It works best when people show up at meetings, on committees, and in conversations that shape the future of the community. Engagement is not just a courtesy, and when both sides honor their roles, the relationship can be remarkably harmonious. Communities with strong reserves, consistent maintenance, and active participation tend to enjoy higher property values, better amenities, and a stronger sense of belonging. They become places where people feel proud to live, where neighbors look out for one another and where the collective effort creates something greater than the sum of its parts.

In recent years, however, HOAs have been tested by economic pressures, regulatory changes, and the evolving expectations of residents. Insurance premiums have soared, forcing boards to make difficult decisions about budgets and reserves. Aging facilities require costly repairs. New residents bring fresh perspectives, sometimes clashing with long-standing traditions. Technology has changed how communities communicate, raising questions about transparency, privacy and accessibility. And as Florida continues to grow, the diversity of HOA models from resident-owned cooperatives to traditional deed-restricted neighborhoods adds layers of complexity. In this environment, the question ***"Are you and your HOA a match made in heaven?"*** becomes less about romance and more about compatibility. Do you value structure, shared responsibility, and predictable standards? Do you appreciate the benefits of collective management, even when it comes with rules you may not always love? Are you willing to participate, to ask questions, to contribute your voice and your time? If so, the relationship can be deeply rewarding. If not, the partnership may feel strained. But even then, understanding the system can ease the tension. HOAs are not mysterious entities operating behind closed doors. They are your neighbors who volunteered to help manage the place you all call home. They may not always get it right, but most are trying to do what they believe is best for the community. And when residents engage constructively, boards tend to respond in kind.

The truth is, an HOA is neither heaven nor hell. It is a human institution, shaped by the people who participate in it. It can be a source of pride, stability, and connection, or it can be a source of frustration and conflict. The difference often lies in communication, involvement, and the willingness to see the community as a shared endeavor rather than a service to be consumed. In the end, the relationship between you and your HOA is what you make of it. Like any partnership, it requires patience, understanding, and a bit of grace.

A match made in heaven? Perhaps not in a romantic sense. But in the practical, everyday work of building a neighborhood that feels safe, welcoming, and well cared for, the partnership can be surprisingly powerful. And when residents and boards approach one another with respect and shared purpose, the result can feel pretty close to harmony.

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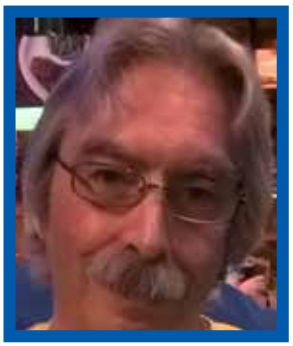

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Contact the FMO about open positions and how you could help.

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Pasco and Hernando Counties

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President Position Open
Miami and Dade Counties

DISTRICT 12A
President Position Open
Palm Beach County

DISTRICT 13
Jo Anne Fieschel, President
631-987-6842
jojoerv@aol.com
Marion County

DISTRICT 14
John Sampica
(518) 651-5844
samchat129@gmail.com
Volusia and Flagler Counties

DISTRICT 15
Position Open
Bradford, Clay, Nassau, Duval and St. Johns Counties

DISTRICT 16
Deborah Delaney-Mullett, President
407-414-3151
debbydemul55@yahoo.com
Seminole, Orange and Osceola Counties

DISTRICT 17
President Position Open
Citrus and Sumter Counties

ADVISORS

Nancy Stewart
Legislative Counsel

Jeremy Anderson
FMO Attorney

PROFESSIONAL

FMO Membership Application

SAVE A STAMP!

You can join on the FMO Website - www.fmo.org

Prices are effective as of July 25, 2025

- ☐ One Year FMO Membership for $40 (US Funds)
- ☐ Three-Year FMO Membership for $120 (US Funds)
- ☐ One-Year FMO Associate Membership for $40 (US Funds)
- ☐ ***New Application**
- ☐ ***Renewing Application**

SCAN THE QR CODE TO COMPLETE THE APPLICATION ONLINE

Note: Fields with * are required. PLEASE PRINT LEGIBLY

Date: _____

*Name: _____

Co-Member: _____

*Florida Address: _____

*City, Zip: _____

*Email Address: _____

*Phone: ( ) _____

Home Phone ☐ Cell Phone ☐

*Opt-In for Text Messaging Updates: ☐ Yes ☐ No

*Deliver FMO Magazine by: ☐ Email ☐ Mail

*Would you like to make a donation to FMO? ☐ YES ☐ NO

Amount Enclosed: $_____

To pay with credit card:

☐ MasterCard ☐ Visa ☐ Discover ☐ AMEX

Total amount to be charged: $_____

Card #_____

CVV on back: _____ Exp. Date:_____

Signature: _____

DISTRICT	COUNTY	SECTION
District 1	Polk	E
District 2	Pinellas	A
District 3	Lake	F
District 4	Indian River, St. Lucie, Okechobee, and Martin	G
District 5	Manatee	B
District 6	Desoto, Hardee, Highlands, and Glades	E
District 7	Lee	B
District 7-A	Hendry	B
District 7-B	Charlotte	B
District 7-C	Collier	B
District 8	Sarasota	B
District 9	Brevard	G
District 10	Hillsborough	A
District 11	Pasco	A
District 12	Miami-Dade, Broward, Monroe	D
District 12-A	Palm Beach	D
District 13	Marion	F
District 14	Volusia and Flagler	C
District 15	Bradford, Clay, Nassau, Duval, and St. Johns	H
District 16	Seminole, Orange, and Osceola	C
District 17	Citrus, Hernando, and Sumter	A

Park Name: _____

County: _____

District Number: _____

Section Letter: _____

PLEASE NOTE

Your membership cards can be printed online at www.fmo.org after signing into your member record.
Please contact your **District President or your Section Director for questions regarding HOA-related** inquiries.

FMO Headquarters
222 S. Westmonte Dr, Ste 111, Altamonte Springs, FL 32714
Email: members@fmo.org I Phone: 321 214-4300

FMO Legislative Priorities

The FMO Political Action Committee (PAC) provides leadership and direction in setting the organization's legislative priorities. These priorities are based on member input and feedback. We want to hear from you as the priorities for the next legislative session are now being set. Using this form as a guide, please submit your top three legislative priorities. Please note, there are some issues that are standing, for example, rent control or rent stabilization; these items remain a priority for FMO, we are working diligently to find avenues to address the rising cost of land rent.

For issues relating to DPBR, it is IMPERATIVE that you include detailed information (documentation if possible) on the issue. Legislators always ask for examples of the issues homeowners are experiencing. Please help us be able to provide detailed examples.

If you are interested in joining the PAC Committee, please contact Darlene Whitkanack, darlene155@aol.com.

Name: _____

Community/Park Name: _____

Contact information: _____

Legislative priorities: _____

a) _____

b) _____

c) _____

Additional information or details: _____

_____

FMO NOTARY DIRECTORY

Kathy Waltz
Coverage Area: South Lakeland, Mulberry, Bartow, Ft. Meade, Bowling Green
863-662-1292 | ohdeargod777@gmail.com

Stacy L Davenport
Coverage Area: North Pinellas County
727-733-5522 | LHRO@LakeHighlander.com

Michael P. Meaney
Coverage Area: Marion County
(917) 889-1857 | michaelmeaney999@gmail.com

Joyce Grande
Coverage Area: North Fort Myers, Lee County
239-443-7001 | jgrande2@comcast.net

Jo-Ann Joslyn
Coverage Area: Lake County
352 551 5212 | Joslyn.joann@yahoo.com

Donald Robert Stanton Jr
Coverage Area: Greater Orlando Area
352-216-3226 | Donstantonfmo@gmail.com

Cindy Drake
Coverage Area: Hendry and Glades Counties
(561) 301-8704 | cindy.drake959@gmail.com.

Open Position
Coverage Area: Treasure Coast

Mobile and Manufactured Homes National Advocacy Groups

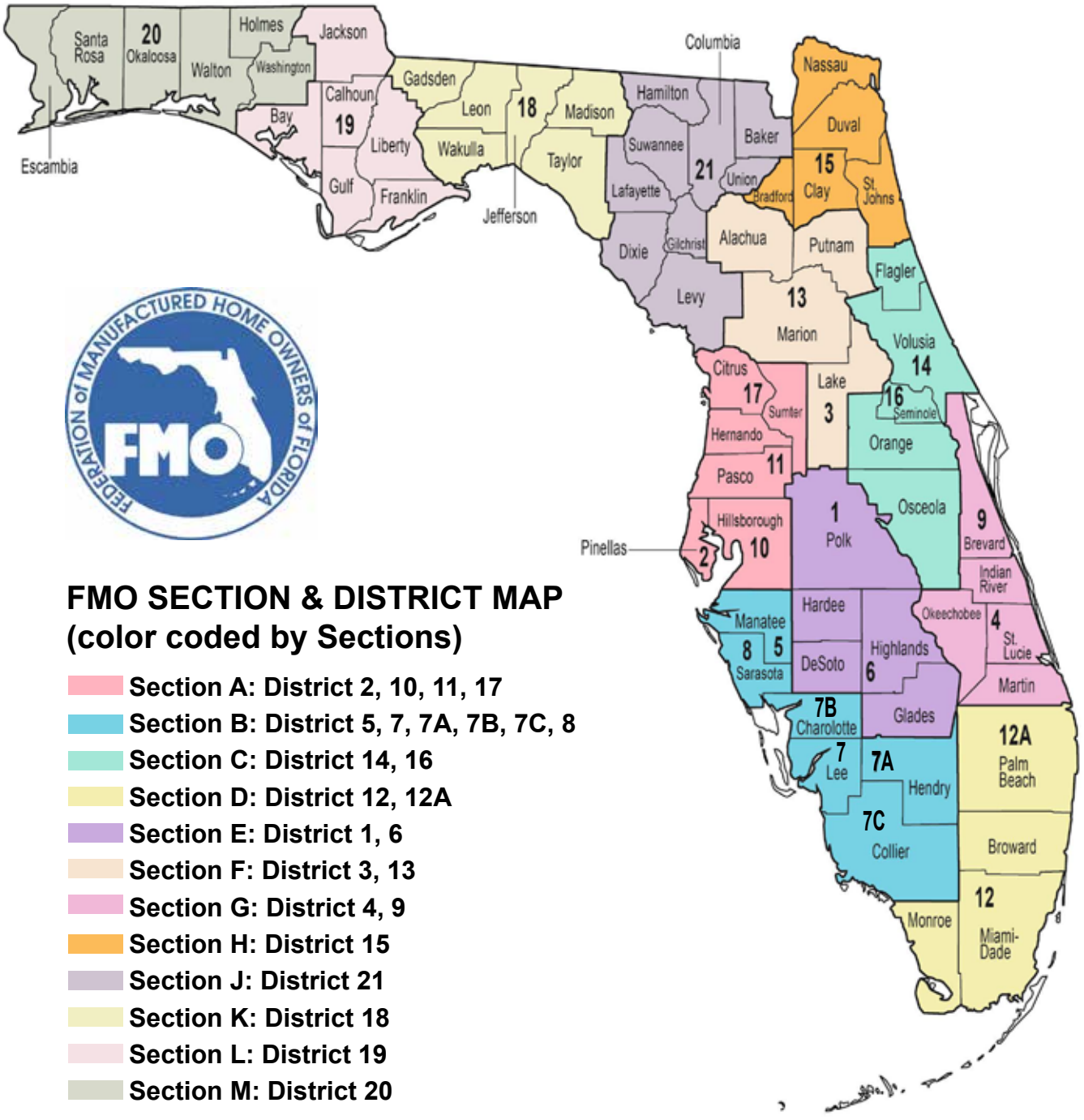
Manufactured Housing Institute (MHI)
Focuses on promoting and protecting the interests of the manufactured housing industry and residents.
https://www.manufacturedhousing.org/

National Manufactured Home Owners Association (NMHOA)
Represents the interests of manufactured home residents, particularly in landlord-tenant issues.
http://www.nmhoa.org/

ROC USA (Resident-Owned Communities)
Helps residents of mobile home parks purchase and operate their communities as cooperatives.
https://rocusa.org/why-resident-ownership/

Consumer Federation of America (CFA) - Manufactured Housing Project
Works to protect mobile home residents by advocating for fair lending practices and affordable housing policies.
https://consumerfed.org/issues/housing/

ADVERTISERS' INDEX



FEDERATION of MANUFACTURED HOME OWNERS of FLORIDA
FMO

FMO SECTION & DISTRICT MAP (color coded by Sections)

- Section A: District 2, 10, 11, 17
- Section B: District 5, 7, 7A, 7B, 7C, 8
- Section C: District 14, 16
- Section D: District 12, 12A
- Section E: District 1, 6
- Section F: District 3, 13
- Section G: District 4, 9
- Section H: District 15
- Section J: District 21
- Section K: District 18
- Section L: District 19
- Section M: District 20

NEW FMO ADVERTISING RATES

All rates are the annual price for advertisements in six issues

AD SIZE	DIGITAL AD SIZE
Business Card	$57
1/4 Page	$1,350
1/2 Page	$2,625
Full Page	$4,500
Back Cover (Premium Advertising Space)	Negotiated with Advertiser

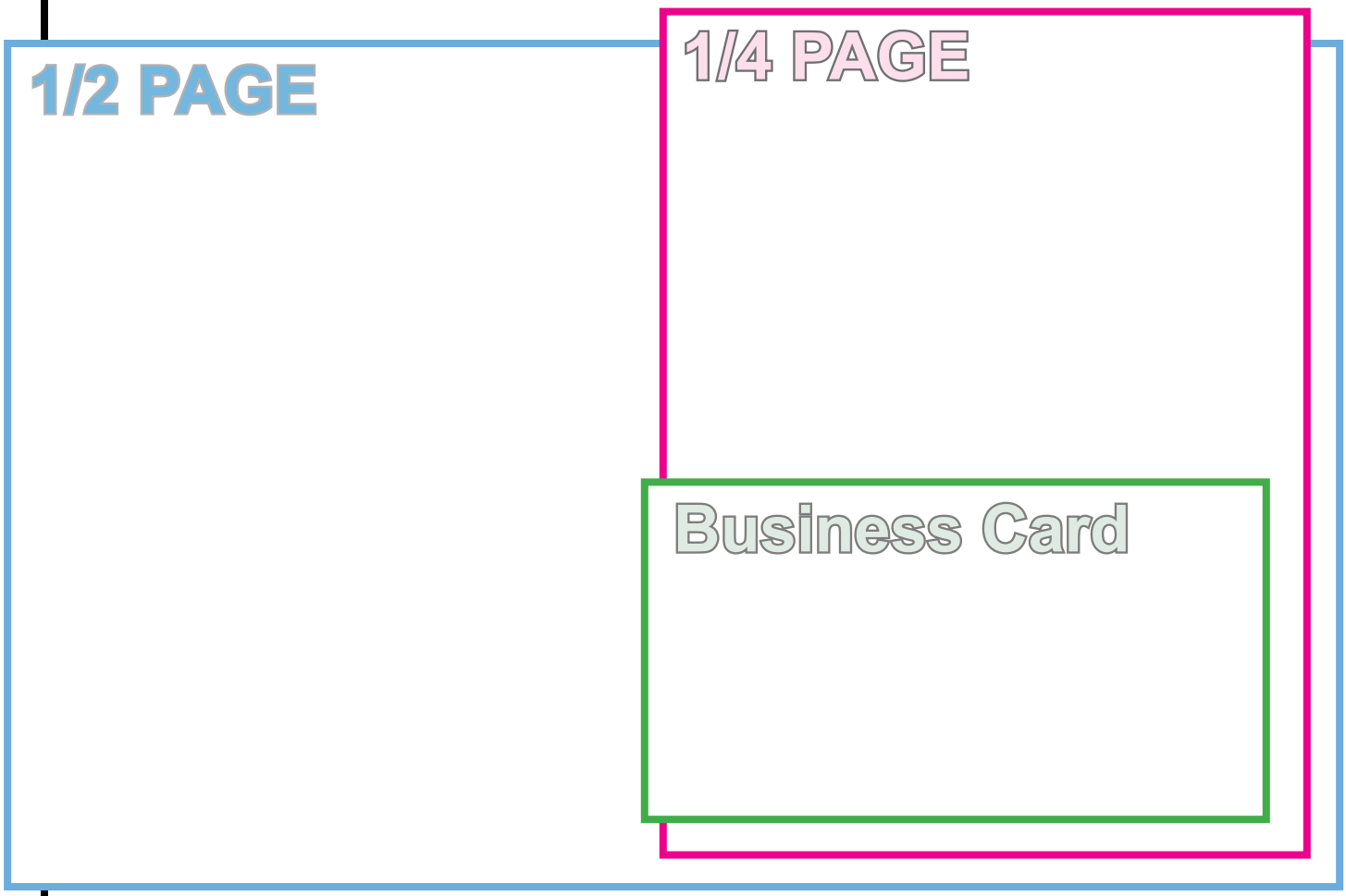
We have eliminated Regional Rates as the magazine is published statewide only. We have also eliminated the Classified, 1/6 Page, 1/3 Page, and the 2/3 Page ad sizes. They are not commonly used and caused confusion among advertisers as to which ad size to pick.

The FMO Magazine is a bimonthly publication sent electronically to all members. It is also available on the FMO website at https://www.fmo.org/fmo-magazine. The printed edition has been put on temporary hiatus due to increasing postage and printing costs.

1/6 payment due (billed) every 60 days. Payment must be received before ad is run. Unpaid ads will be removed from the magazine.

Business Card	3.5” W x 1.9” H
1/4 Page	3.625” W x 4.75” H
1/2 Page Horizontal	7.5”W x 4.75” H
1/2 Page Vertical	3.625” W x 9.75” H
Full Page with Bleed	8.75” W x 11.25” H
(w Bleed .625” beyond ad all 4 sides)	
Full Page (No Bleed)	7.5” W x 9.75” H
Back Cover	Negotiated with Advertiser

For additional information please contact:
Bob Anderson, FMO Communications Chairman
Email: bob1957@hotmail.com
Phone: (727) 484-4102



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St. Petersburg, FL 33710

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Email:
info@proinsuranceofflorida.com

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