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Client Alert: HB 1203 (2024)'s Amendments to Section 720.3075, Florida Statutes Regarding Commercial Vehicles

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A number of homeowners associations have restrictions that prohibit commercial vehicles from being maintained or kept on lots or otherwise within the community.

However, the Florida Legislature recently amended Florida Statute, Chapter 720 through House Bill 1203 (2024) and revised Section 720.3075(3), in pertinent part, as follows:

> 720.3075 Prohibited clauses in association documents.—
>
> (3) Homeowners' association documents, including declarations of covenants, articles of incorporation, or bylaws, may not preclude:
>
> ...
>
> (d) A property owner or a tenant, a guest, or an invitee of the property owner from parking his or her personal vehicle, including a pickup truck, in the property owner's driveway, or in any other area at which the property owner or the property owner's tenant, guest or invitee has a right to park as governed by state, county, and municipal regulations. The homeowners' association documents, including declarations of covenants, articles of incorporation, or bylaws, may not prohibit, regardless of any official insignia or visible designation, a property owner or a tenant, a guest, or an invitee of the property owner from parking his or her work vehicle, which is not a commercial motor vehicle as defined in s. 320.01(25), in the property owner's driveway.

The amendments became effective on July 1, 2024.

Pursuant to the above statute, regardless of information contained in the governing documents or rules and regulations, associations cannot restrict owners from maintaining or keeping commercial vehicles that otherwise do not fall within the definition of Section 320.01(25), Florida Statutes on their lots.

While it is clear that the statute is effective as to any covenants, conditions, or restrictions recorded subsequent to July 1, 2024, arguments exist that the statute should not apply retroactively or invalidate covenants, conditions, and restrictions in existence prior to the statute's effective date, barring specific language in existing covenants, conditions, or restrictions which incorporates subsequent statutory amendments.

To that end, laws enacted by the legislature are generally presumed to be applicable prospectively only and would not apply to pre-existing declarations/contracts unless the legislature stated such intent or where the specific declaration incorporates future statutory changes. *See Fleeman v. Case,* 342 So.2d 815 (Fla. 1976); *Kaufman v. Shere,* 347 So.2d 627 (Fla. 3d DCA 1977). Moreover, even to the extent the legislature intended Section 720.3075 to apply retrospectively, the U.S. and Florida Constitutions generally prohibit retroactive impairment of contractual rights unless such application satisfies the balancing test set forth in *Pomponio v. The Claridge of Pompano Condo., Inc.*, 378 So.2d 774 (Fla. 1979).

Should you have questions regarding the applicability of the amendments to Section 720.3075 to specific governing documents, Shumaker has a team of attorneys specializing in community association law who can assist.

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