

## LEGAL OPINION REGARDING CLUBHOUSE USE

Assume the following: We live in a 55+ manufactured home community. We pay a monthly land lease. The amenities include use of a clubhouse. The only clubhouse rules stated in the prospectus are no pets and daily hours of 7 am - 10 pm. No other mention of the clubhouse in the prospectus. Can property management require a deposit for use? The community is in Florida

### ChatGPT said:

ChatGPT

In Florida, property management companies and HOAs are typically required to abide by the rules and restrictions outlined in the governing documents of the community, such as the prospectus, bylaws, or other official documents. Since your prospectus only specifies the clubhouse rules as "no pets" and hours of operation, and does not mention deposits, here's how it generally applies:

1. **No Deposit Stated in the Prospectus:** If the prospectus or other governing documents are silent on deposits for clubhouse use, property management cannot arbitrarily impose a requirement for a deposit unless there is a clear, lawful process that authorizes such a change (e.g., an amendment to the rules or bylaws).
2. **Amending Rules:** For property management to impose a deposit requirement, it would likely need to follow the proper procedure for amending the governing documents. This process typically involves notifying residents, holding a vote, and ensuring compliance with Florida law governing 55+ communities and land lease arrangements.
3. **Reasonableness Standard:** Even if amendments to the rules are permissible, Florida law often imposes a "reasonableness" standard on community rules and fees. Any new requirement, such as a deposit for clubhouse use, would need to be reasonable and serve a legitimate purpose, like covering potential damages.
4. **Rights as Residents:** Since you pay a monthly land lease that includes the use of community amenities, management cannot introduce new fees or restrictions that effectively limit your access to the clubhouse without due process.

### Recommendations:

1. **Review the Documents:** Double-check your prospectus, bylaws, and any amendments for language that might allow management to impose fees or deposits.
2. **Seek Clarification:** Ask the property management for a written explanation of the legal basis for the deposit requirement. They should cite specific provisions in the governing documents or laws.
3. **Legal Advice:** If the issue persists, consult an attorney familiar with Florida HOA and land lease laws. The Florida Department of Business and Professional Regulation (DBPR) may also assist in resolving disputes.

Would you like more information about how to contact the DBPR or resolve disputes in Florida?

**You said:**

One other mention of the clubhouse in the prospectus: "All guests must be accompanied by a resident when using any of the recreational areas, the pool, and clubhouse." There is no other mention of guests. Can property management limit the number of guests. Does that change the deposit requirement?

**ChatGPT said:**

ChatGPT

The additional mention of guests in the prospectus helps clarify the intended use of the clubhouse and recreational areas. Based on your description, here's how it applies to property management's ability to limit guests and impose deposit requirements:

**1. Guest Limitations**

The prospectus requires guests to be accompanied by a resident, but it does not specify any limits on the number of guests.

- **General Rule:** If the governing documents are silent on a specific issue, property management may establish reasonable rules to ensure fair and safe use of common areas. However, such rules must not conflict with the existing governing documents.
- **Reasonableness Standard:** In Florida, any restrictions imposed by property management (e.g., a guest limit) must be reasonable, nondiscriminatory, and in line with the purpose of the community. Limiting guests to avoid overcrowding or safety hazards might be considered reasonable, but arbitrary or excessively restrictive limits could be challenged.

**2. Deposit Requirements and Guests**

The deposit requirement is a separate issue. The prospectus makes no mention of deposits, and as such:

- Property management cannot impose a deposit requirement unless the governing documents explicitly allow it or are amended through proper procedures.
- The presence of guests does not change the deposit issue unless the management has clear authority in the governing documents to regulate the number of guests and require deposits in connection with their use of the clubhouse.

**3. Legal Considerations**

Under Florida law governing mobile home communities (Chapter 723, Florida Statutes):

- Rules must be "reasonable and uniformly applied." Arbitrary changes that materially affect residents' use of amenities may not be enforceable.
- Residents have a right to amenities included in the land lease agreement without additional fees unless explicitly stated.

### **Recommendations:**

1. **Request Documentation:** Ask property management to provide written documentation of their authority to limit guests or require deposits, citing specific provisions in the prospectus or other governing documents.
2. **Challenge Unreasonable Rules:** If you believe the restrictions are unreasonable or not supported by the governing documents, you can raise the issue with the property management or HOA board.
3. **Seek Legal Advice:** If management continues to impose restrictions or fees without proper authority, consult an attorney familiar with Florida mobile home and land lease laws.

Would you like assistance drafting a letter to management or exploring potential legal resources?

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### **You said:**

Cite all sources used in the above opinion.

### **ChatGPT said:**

ChatGPT

Here are the sources and legal principles referenced in forming the above opinion:

1. **Florida Statutes Chapter 723 (Mobile Home Park Lot Tenancies)**
  - **Section 723.022:** States that mobile home park owners must provide access to amenities included in the prospectus or rental agreement. Imposing additional fees or restrictions not listed in the prospectus may violate this statute.
  - **Section 723.037:** Outlines the process for amending park rules and regulations. Management must follow proper procedures, including notifying residents, for changes to be enforceable.
  - **Section 723.005:** Requires that rules and regulations be reasonable and uniformly applied to all residents.
2. **Reasonableness Standard in Florida Community Associations**
  - Community rules and restrictions, even if not explicitly outlined in statutes, must be reasonable and serve the legitimate interests of the community (e.g., preventing overcrowding). This principle has been upheld in various Florida court cases involving HOAs and mobile home parks.
3. **Your Community Prospectus**

- The prospectus governs the relationship between the mobile home park owner and residents. The only clubhouse rules stated in your prospectus are:
  - No pets allowed.
  - Daily hours are 7:00 AM to 10:00 PM.
  - All guests must be accompanied by a resident when using the recreational areas, pool, and clubhouse.

Since the prospectus does not mention deposits or guest limits, management lacks direct authority to impose such restrictions without an amendment.

#### 4. **Florida Department of Business and Professional Regulation (DBPR)**

- The DBPR oversees disputes in mobile home communities. Residents can file complaints if they believe park owners or managers are acting outside their legal authority.

Can property management prohibit use by a resident who refuses to leave a deposit or clean the clubhouse when no mention is made of cleaning in the prospectus?

**ChatGPT said:**

ChatGPT

In Florida, property management's ability to prohibit a resident from using the clubhouse for refusing to leave a deposit or clean the facility depends on the terms of the prospectus and Florida law. Here's an analysis:

#### **1. No Mention of Deposits or Cleaning in the Prospectus**

- The prospectus is the legally binding agreement governing your rights as a resident. If the prospectus does not require residents to pay a deposit or clean the clubhouse after use, property management cannot arbitrarily impose these requirements.
- Under **Florida Statutes Chapter 723.022**, residents are entitled to use amenities included in the prospectus as part of their lot rental agreement without additional conditions unless such conditions are explicitly stated.

#### **2. Prohibiting Use Based on Non-Compliance**

- If a resident refuses to comply with a requirement (such as paying a deposit or cleaning), property management cannot unilaterally restrict their use of the clubhouse unless:
  1. The governing documents (e.g., prospectus, rules, and regulations) authorize such action.
  2. Proper notice and due process are provided, as outlined in **Chapter 723**.
- Arbitrarily denying access to a resident for failing to meet an unsupported requirement could be considered a violation of the resident's rights under the land lease agreement.

#### **3. Reasonable Rules and Regulations**

- **Florida Statutes Section 723.011(1)** permits reasonable rules to protect the safety, health, or welfare of residents and the property. However, such rules must be reasonable, uniformly applied, and documented.
- If management wishes to enforce deposits or cleaning requirements, they would need to amend the governing documents via proper procedures. This typically involves notifying residents, holding a vote (if required), and ensuring compliance with the law.

#### **4. Access Cannot Be Arbitrarily Denied**

- Access to the clubhouse is part of the amenities included in your monthly lease payments. Denying access without clear authority in the prospectus or amended rules may constitute a breach of the lease agreement.

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#### **Recommendations:**

1. **Request a Written Explanation:** Ask property management to provide a written explanation of their authority to impose deposit or cleaning requirements, citing specific sections of the prospectus or amended rules.
2. **Challenge Arbitrary Actions:** If property management denies access without legal basis, you can file a complaint with the **Florida Department of Business and Professional Regulation (DBPR)** or seek legal advice.
3. **Consider Negotiation:** If cleaning is a legitimate concern, suggest a discussion about voluntary efforts or reasonable amendments, but assert your rights under the existing prospectus.