

ANSWERS TO THE 2025 QUIZ ON RECENT FLORIDA REAL PROPERTY CASES

1. VIOLATION OF A MOBILE HOME PARK RULE THAT INTERFERES WITH THE PEACEFUL ENJOYMENT OF PARK RESIDENTS IS GROUNDS FOR EVICTION OF A TENANT, EVEN IF THEY HAVE NOT VIOLATED THE TERMS OF THEIR LEASE.

TRUE

*Ottone v. Williamson Investments, LLC, 373 So.3d 686
(Fla. 2d DCA 2023)*

2. A PLATTED "ACCESS AND UTILITY" EASEMENT PROVIDES UTILITY ACCESS ONLY.

FALSE

Diggs v. Cushman, 372 So.3d 1290 (Fla. 1st DCA 2023)

3. PARTIAL PERFORMANCE REMOVES AN ORAL AGREEMENT FROM THE STATUTE OF FRAUDS.

TRUE

Mowder v. Smith, 390 So.3d 106 (Fla. 3d DCA 2024)

4. CONTRACT PROVISIONS GIVING SELLER A RIGHT TO REPURCHASE A LOT BELOW MARKET VALUE WERE UNREASONABLE RESTRAINTS ON ALIENATION.

FALSE

Palm Beach Polo Holdings, Inc. v. Ethrensa Family Trust Company, 375 So.3d 914 (Fla. 4th DCA 2023)

5. REASONABLE RELIANCE ON PRIOR ORAL STATEMENTS DOES NOT HAVE TO BE PROVED IN AN ACTION FOR INTENTIONAL MISREPRESENTATION WHERE A PARTY SEEKS TO AVOID THE TERMS OF A WRITTEN AGREEMENT WITH A MERGER CLAUSE.

FALSE

*Yatak & 52 SW 5th Court Warehouse, LLC v. La Placita Grocery,
383 So.3d 497 (Fla. 4th DCA 2023)*

6. IN A FORECLOSURE ACTION, A COMPANY CAN STILL BE AN INDISPENSABLE PARTY AFTER IT TRANSFERS THE PROPERTY TO A SUCCESSOR COMPANY.

TRUE

*U.S. Bancorp v. Taharra Assets 5545, Inc.,
378 So. 3d 630 (Fla. 4th DCA 2024)*

7. THE FIFTH AMENDMENT TAKINGS CLAUSE APPLIES EQUALLY TO LEGISLATIVE AND ADMINISTRATIVE LAND-USE PERMITS.

TRUE

Sheetz v. County of El Dorado, California, 601 US 267 (2024)

8. IN A BANKRUPTCY CASE, A DEBTOR MAY CLAIM PROPERTY HELD IN THE NAME OF A CORPORATION AS HOMESTEAD AS LONG AS THE DEBTOR ACTUALLY LIVES IN THE PROPERTY.

FALSE

In re Carvajal, 657 B.R. 501 (Bankr. S.D. Fla. 2024)

9. IT IS NOT NECESSARY TO APPOINT A PERSONAL REPRESENTATIVE FOR A DECEASED BORROWER IN FORECLOSURE PROCEEDINGS INVOLVING HOMESTEAD PROPERTY.

TRUE

Desbrunes v. US Bank, 385 So.3d 158 (Fla. 4th DCA 2024)

10. AN AMENDMENT TO A MUNICIPAL CHARTER CREATING A CITY-WIDE RIGHT TO CLEAN WATER IS PREEMPTED BY STATE STATUTE.

TRUE

City of Titusville v. Speak Up Titusville, Inc., 50 Fla. L. Weekly D65 (Fla. 5th DCA 2024)

11. TIME FOR PERFORMANCE IS AN ESSENTIAL TERM OF A MEDIATED SETTLEMENT AGREEMENT CONCERNING THE CONVEYANCE OF AN EASEMENT.

FALSE

Dozier v. Scruggs, 380 So.3d 505 (Fla. 5th DCA 2024)

12. A MUNICIPALITY IS ENTITLED TO SURPLUS FUNDS FROM A TAX DEED SALE OF A CONDOMINIUM UNIT TO SATISFY A CODE ENFORCEMENT LIEN RECORDED AGAINST THE CONDOMINIUM COMMON ELEMENTS.

TRUE

Green Terrace E33, LLC v. Joseph Abruzzo, 383 So.3d 106 (Fla. 4th DCA 2024)

13. A DOCUMENT TITLED REVOCABLE LIVING TRUST AGREEMENT CAN ACT AS A CONVEYANCE OF REAL PROPERTY..

TRUE

Fuentes v. Link, 394 So.3d 684 (Fla. 3d DCA 2024)

14. A NOTICE OF CONTEST OF LIEN RECORDED BY A CONTRACTOR BEFORE THE CLAIM OF LIEN IS TRANSFERRED TO BOND DOES NOT SHORTEN THE TIME PERIOD TO MAKE A CLAIM AGAINST THE SURETY.

FALSE

Jon M. Hall Company, LLC v. Canoe Creek Investments, LLC, 385 So.3d 648 (Fla. 2d DCA 2024)

15. A NOTICE OF APPLICATION FOR TAX DEED NEED ONLY BE MAILED TO THE ADDRESS THE TAX COLLECTOR HAS ON FILE FOR A PROPERTY OWNER.

FALSE

Errol Rainess v. Jose Perez 1031 4, LLC, 49 Fla. L. Weekly D1950 (Fla. 3rd DCA 2024)

16. FRAUDULENT INDUCEMENT RENDERS A CONTRACT VOID.

FALSE

Buyer's Choice Auto Sales, LLC v. Palm Beach Motors, LLC, 391 So.3d 463 (Fla. 4th DCA 2024)

17. UNDUE INFLUENCE CAN INVALIDATE A WARRANTY DEED.

TRUE

Leitner v. Leitner, 391 So.3d 1023 (Fla. 5th DCA 2024)

18. IN A COMMERCIAL LEASE, FAILURE TO TIMELY PAY RENT INTO THE REGISTRY OF THE COURT CAN BE CURED BY PAYING THE RENT INTO THE REGISTRY OF THE COURT PRIOR TO THE ENTRY OF AN ORDER OF EVICTION.

FALSE

Patrick Fabre v. 4647 Block, LLC, 49 Fla. L. Weekly D1914 (Fla. 3rd DCA 2024)

19. THE HOLDER OF AN EASEMENT MUST OWN THE DOMINANT ESTATE TO ESTABLISH AN APPURTENANT EASEMENT.

TRUE

PAJ Investment Group, LLC v. El Lago N.W. 7th Condominium Association, Inc., 49 Fla.L.Weekly D2081 (Fla. 3rd DCA 2024)

20. A TENANT IS ENTITLED TO DAMAGES UNDER THE FLORIDA CONSUMER COLLECTION PRACTICES ACT WHEN A LANDLORD POSTS A THREE-DAY NOTICE ON THE PROPERTY FACE OUT, THEREBY DISCLOSING THE TENANT'S DEBT TO THE WORLD.

FALSE

KAC 2012-1, LLC v. American Homes 4 Rent Properties One, LLC, 49 Fla. L. Weekly D2159 (Fla. 2nd DCA 2024)