

FA

# Quiz on Recent Real Property Cases

2025

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Fund Underwriting Manager

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# Mobile Home Park Eviction

## 1. True or False

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.

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TRUE

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## *Ottone v. Williamson Investments, LLC*

“[A] court may find grounds for eviction if a mobile home park establishes both (1) that the tenant violated ‘a park rule, regulation, the rental agreement,’ or some section of chapter 723 and (2) that the tenant’s transgression constituted an act which ‘endangered the life, health, safety, or property of the park residents or employees or the peaceful enjoyment of the mobile home park by its residents.’”

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

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## Easements

### 2. True or False

A PLATTED “ACCESS AND UTILITY” EASEMENT PROVIDES UTILITY ACCESS ONLY.

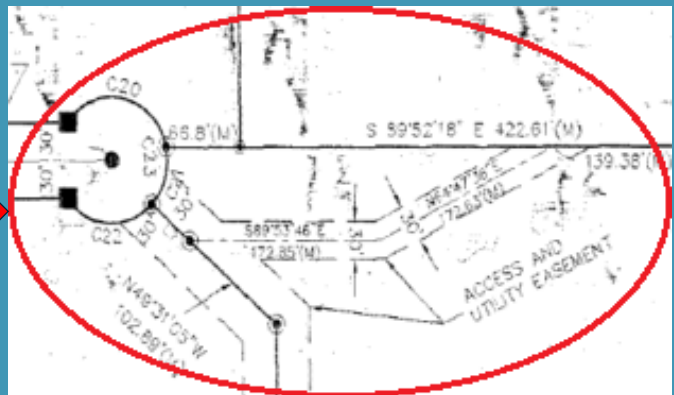
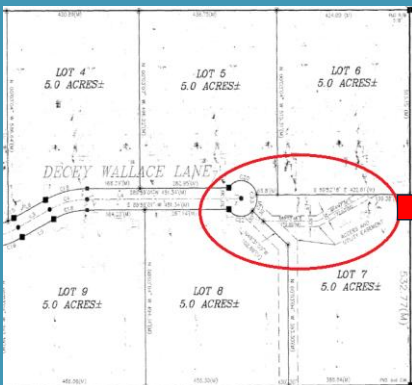
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# FALSE

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## *Diggs v. Cushman*



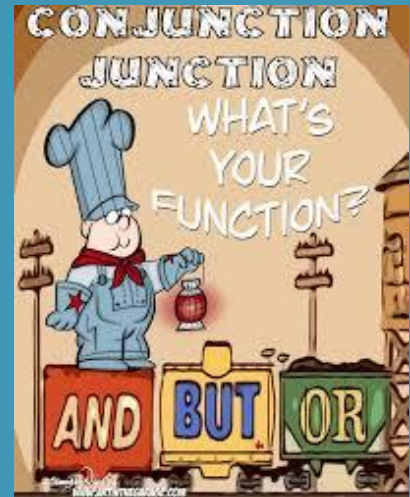
*Diggs v. Cushman*, 372 So.3d 1290 (Fla. 1st DCA 2023)

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# Diggs v. Cushman

“ ‘And’ is conjunctive and means that both conditions apply.”

*Buie v. Bluebird Landing Owner's Ass'n, Inc.*, 172 So.3d 519 (Fla. 1st DCA 2015)



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

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## Statute of Frauds

### 3. True or False

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

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# TRUE

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## *Mowder v. Smith*

Sec. 689.01, F.S.

How real estate conveyed. -

(1) No estate or interest of freehold, or for a term of more than 1 year...shall be created...in any manner other than by instrument in writing...



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

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# Contracts

## 4. True or False

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

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**FALSE**

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# ***Palm Beach Polo Holdings, Inc. v. Ethrensa Family Trust Company***

“whether the restraint (1) undermined the marketability of the land and/or (2) discouraged improvement to the land.”

*Iglehart v. Phillips*



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

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## **Contracts**

### **5. True or False**

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.

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# FALSE

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## *Yatak & 52 SW 5th Court Warehouse, LLC v. La Placita Grocery*



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

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# Foreclosure

## 6. True or False

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

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TRUE

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# *U.S. Bancorp v. Taharra Assets 5545, Inc.*



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

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## Fifth Amendment Takings

### 7. True or False

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

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# TRUE

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## *Sheetz v. County of El Dorado, California*

Nollan v. California Coastal Commission (1987) –  
essential nexus

Dolan v. City of Tigard (1994) –  
rough proportionality



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

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# Bankruptcy

## 8. True or False

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.

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**FALSE**

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# *In re Carvajal*

*“There shall be exempt from forced sale under process of any court, and no judgment, decree or execution shall be a lien thereon, ... property owned by a natural person.”*

Article X, Sec. 4(a) Florida Constitution



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

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## Foreclosure of Homestead Property

### 9. True or False

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

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# TRUE

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## *Desbrunes v. US Bank*

Homestead property, whether devised or not, passes outside of the probate estate.

Personal representatives have no jurisdiction over nor title to homestead, and it is not an asset of the probate estate.

*Ray v. Rotella*

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

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# Preemption of Municipal Charter

## 10. True or False

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

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**TRUE**

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## ***City of Titusville v. Speak Up Titusville, Inc.,***

Sec. 403.412(9)(a), F.S.:

A local government regulation, ordinance, code, rule, comprehensive plan, charter, or any other provision of law may not recognize or grant any legal rights to a ... a body of water or any other part of the natural environment that is not a person or political subdivision as defined in Sec. 1.01(8) or grant such person or political subdivision any specific rights relating to the natural environment not otherwise authorized in general law or specifically granted in the State Constitution.

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

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## **Mediated Settlement Agreements**

### **11. True or False**

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

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# FALSE

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## *Dozier v. Scruggs*

Generally, in Florida, “when a contract does not expressly fix the time for performance of its terms, the law will imply a reasonable time.”

*De Cespedes v. Bolanos*



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

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# Code Liens

## 12. True or False

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.

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**FALSE**

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## Green Terrace E33, LLC v. Joseph Abruzzo

718.121(1)

Subsequent to recording the declaration...no liens of any nature are valid against the condominium property as a whole except with the unanimous consent of the unit owners. During this period, liens may arise or be created only against individual condominium parcels.



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

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# Conveyances

## 13. True or False

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

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# TRUE

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## *Fuentes v. Link*

“Grantor, in consideration of the acceptance by trustee of the trust herein created, hereby conveys, transfers, assigns, and delivers to trustee, his/her successors in trust and assigns, the property described in Exhibit A attached hereto and made a part thereof, by this reference, which property, held by trustee hereunder, is herein referred to as Trust Estate.”

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

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# Construction Liens

## 14. True or False

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.

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**FALSE**

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# *Jon M. Hall Company, LLC v. Canoe Creek Investments, LLC*

“[U]nder the plain statutory language, where a lien is transferred to a bond during litigation, and the owner records a notice of contest, the lienor has “60 days” “within which to commence an action to enforce any claim of lien or claim against a bond,” or else the “lien ... shall be extinguished automatically.”

*Appellate Court citing to Sec. 713.22(2), F.S.*

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

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## Tax Deeds

### 15. True or False

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

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# FALSE

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## *Errol Rainess v. Jose Perez 1031 4, LLC*

When a mailed notice of a tax sale is returned unclaimed, the state, as a matter of due process, must take additional reasonable steps to attempt to provide notice to the property owner before selling the property, if it is practicable to do so. U.S. Const. Amend. 14; Sec. 197.522, F.S.



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

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# Fraudulent Inducement

## 16. True or False

FRAUDULENT INDUCEMENT RENDERS A CONTRACT VOID.

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**FALSE**

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# ***Buyer's Choice Auto Sales, LLC v. Palm Beach Motors, LLC***

Notwithstanding the fraudulent and negligent inducement finding, “fraudulent inducement renders a contract voidable, not void.”

Citing *Mazzoni Farms, Inc. v. E.I. DuPont De Nemours & Co.*



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

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## **Undue Influence**

### **17. True or False**

UNDUE INFLUENCE CAN INVALIDATE A WARRANTY DEED.

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# TRUE

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## *Leitner v. Leitner*

- Presence of beneficiary at execution of deed.
- Recommendation by beneficiary of attorney to draw deed.
- Knowledge of contents of deed by beneficiary prior to execution.
- Beneficiary giving instructions on deed preparation to attorney.
- Beneficiary securing witnesses to deed execution.
- Beneficiary safekeeping deed after execution.

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

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# Commercial Leasing

## 18. True or False

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.

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**FALSE**

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# *Patrick Fabre v. 4647 Block, LLC*

Sec. 83.232(5), F.S.

Failure of the tenant to pay the rent into the court registry pursuant to court order shall be deemed an absolute waiver of the tenant's defenses. In such case, the landlord is entitled to an immediate default for possession without further notice or hearing thereon.

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

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## Easements

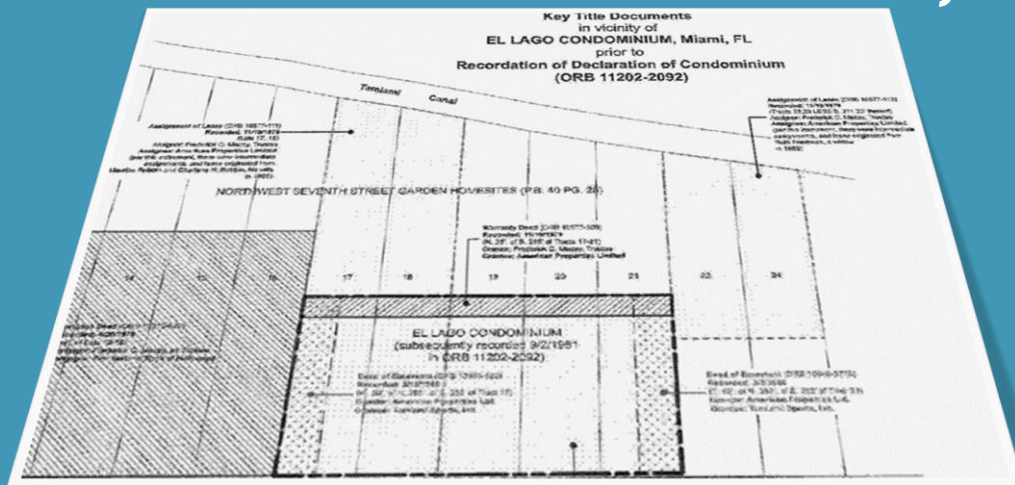
### 19. True or False

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

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***PAJ Investment Group, LLC v. El Lago  
N.W. 7th Condominium Association, Inc.,***



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# Landlord-Tenant

## 20. True or False

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.

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**FALSE**

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# KAC 2012-1, LLC v. American Homes 4 Rent Properties One, LLC

*[W]e hold that the posting of a three-day notice pursuant to section 83.56 is necessarily preliminary to an action for possession of the property and is, as a matter of law, protected by the absolute litigation privilege.*



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

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## Thank you

For more information, please contact:

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