

**Florida Real Property and Business Litigation Report**  
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**Ham v. Portfolio Recovery Associates, LLC**, Case No. SC18-2143 (Fla. 2020).

An action for account stated is an action on a contract and the prevailing party in the action can claim attorney's fees under the prevailing party provisions of Florida Statute section 57.105(7).

**Page v. Deutsche Bank Trust Company Americas**, Case No. SC19-1137 (Fla. 2020).

A borrower who prevails in a foreclosure action in which the plaintiff bank establishes standing to enforce a note and mortgage at the time of trial (but not at the time of filing suit) is entitled to an award of attorney's fees under the prevailing party provisions of Florida Statute section 57.105(7).

**In Re: Amendments To Florida Rule of Civil Procedure 1.510**, Case No. SC20-1490 (Fla. 2020).

Florida adopts the federal *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986), standard for motions for summary judgment effective May 2, 2021.

**Riverside Heights Development, LLC v. City of Tampa**, Case No. 2D19-918 (Fla. 2d DCA 2020).

Upon rehearing, the Second District re-affirms that notice requirements for the disposal of real property under Florida Statutes section 163.380(3)(a) apply to any property acquired by local government, whether acquired before or after a community redevelopment agency was formed.

**Riviera-Fort Myers Master Association, Inc. v. GFH Investments, LLC**, Case No. 2D19-1135 (Fla. 2d DCA 2020).

Changes to master association recorded covenants that apply equally across several associations under the master association are presumed reasonable notwithstanding that the master association controls and the changes impact both residential and commercial units in a mixed-use development.

**The Pantry, Inc. v. Mijax Manager, LLC**, Case No. 5D20-612 (Fla. 5th DCA 2020).

A recorded document provides constructive notice to support a restrictive covenant notwithstanding the instrument calls for an acknowledgement but instead provides an oath and affirmation.