

**Florida Real Property and Business Litigation Report**  
**Volume XIV, Issue 15**  
**April 17, 2021**  
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**Hartz Wells Fargo Bank, N.A.**, Case No. 1D19-759 (Fla. 1st DCA 2021).

Merely incorporating Veteran's Administration regulations into a note and mortgage does not automatically convert those regulations into conditions precedent which must be satisfied by a foreclosing lender.

**Finlaw v. Finlaw**, Case No. 2D19-3108 (Fla. 2d DCA 2021).

A specific limitation in a partnership agreement that shares of the partnership may be devised only to "children" controls over a general limitation in the agreement that shares may be devised only to "lineal descendants" and over instruction in testamentary instruments.

**UATP Management, LLC v. Barnes**, Case No. 2D20-1301 (Fla. 2d DCA 2021).

The question of whether a contract to arbitrate has been formed is a threshold question for the trial court, and a trial court is empowered to determine whether an adult can agree to a contract to arbitrate for a minor who is neither her child nor legal ward.

**Siesta Key Association of Sarasota, Inc. v. City of Sarasota**, Case No. 2D19-3833 (Fla. 2d DCA 2021).

A party cannot seek injunctive relief under Florida's Environmental Protection Act of 1971, Florida Statute section 403.412, if the agency conducting the action has a valid permit; the obtaining of all permits that might be needed is not necessary.

**Ranucci v. City of Palmetto**, Case No. 2D20-806 (Fla. 2d DCA 2021).

An annexation agreement between a city and landowners is subject to the five-year statute of limitations in Florida Statute 95.11(2)(b) and the one-year limitation in section 95.11(5)(a).

**Friedberg v. O'Doyle Rules, LLC**, Case No. 2D20-1417 (Fla. 2d DCA 2021).

A real estate sales contract "subject to" a right of first refusal in favor of a third party requires the seller to notify the third party of any material changes to the contract and each material change gives the third party a new right of first refusal.

**Team Health Holdings Inc. v. Caceres**, Case No. 3D20-0942 (Fla. 3d DCA 2021).

A defendant contesting long-arm jurisdiction need not attach business records to its affidavit contesting jurisdiction in Florida.

**FM 3 Liquors, Inc. v. Bien-Aime**, Case No. 3D20-1660 (Fla. 3d DCA 2021).

An agreement to make, renew or extend a lease or to sell a property that fails to specify either the price (or definite procedure to establish same) for the rental or sale is too indefinite to be legally binding and enforceable.

**Lenmar Realty, LLC v. Sun Electric Works, Inc.**, Case Nos. 4D19-3467, 4D19-3468 and 4D19-3605 (Fla. 4th DCA 2021).

A landlord is entitled to obtain the rental monies deposited in a court registry pursuant to Florida Statute section 83.232 by filing a motion and without filing a pleading containing a cause of action directed at obtaining the funds.