

Florida Real Property and Business Litigation Report
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Hoffman v. Signature Bank of Georgia (In Re: Hoffman), Case No. 20-12823 (11th Cir. 2022).

Roth IRAs are exempt from the claims of creditors under Georgia exemption laws.

Hayslip v. U.S. Home Corporation, Case No. SC19-1371 (Fla. 2022).

A covenant in a master deed from a project developer requiring arbitration of all claims against the developer “touches and concerns the land” and thus runs with the land and is enforceable against later purchasers of the property.

Morrison v. Smolarick, Case No. 2D20-2693 (Fla. 2d DCA 2022).

Money damages may not be awarded in partition actions under Florida Statutes Chapter 64.

Shanks v. Bergerman, Case No. 2D20-3431 (Fla. 2d DCA 2022),

Florida Statute section 95.051(1)(f) (statute of limitation period on debt tolled for five years from “[t]he payment of any part of the principal or interest of any obligation or liability founded on a written instrument”) does not require a written or recorded agreement to toll the statute of limitations, even if the payment is made after the maturity date of the note.

Baron v. L.P. Evans Motors WPB, Inc., Case No. 3D21-1102 (Fla. 3d DCA 2022).

An arbitration clause which directs arbitration of all disputes arising out of or relating to the agreement requires the arbitrator to decide the issue of attorney’s fees and costs even if one party objects to the arbitrator doing so.