

By Senator Torres

15-01019-19

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1                   A bill to be entitled  
2       An act relating to dependent special districts;  
3       creating s. 189.023, F.S.; requiring certain  
4       prospective buyers to receive a disclosure summary  
5       before closing on a contract for the purchase of  
6       property in a dependent special district; specifying  
7       contents of the disclosure summary; requiring that  
8       certain contracts contain specified information;  
9       specifying circumstances under which a sales contract  
10      may be voided by a buyer; creating s. 189.024, F.S.;  
11      authorizing purchasers of property within a dependent  
12      special district to rescind a sales contract or  
13      collect damages from the developer under specified  
14      conditions; specifying the length of time for which  
15      such right applies; authorizing the prevailing party  
16      to recover reasonable attorney fees; prohibiting  
17      expenditure of specified funds in defense of an  
18      action; providing an effective date.

19  
20 Be It Enacted by the Legislature of the State of Florida:

21  
22       Section 1. Section 189.023, Florida Statutes, is created to  
23 read:

24       189.023 Prospective purchaser subject to dependent special  
25 district membership; disclosure required; assessments; contract  
26 cancellation.—

27       (1) (a) Before a contract for the sale of property in a  
28 community within the jurisdiction of a dependent special  
29 district may be executed, the prospective parcel owner must be

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30 presented a disclosure summary regarding the property. The  
 31 disclosure summary must be in a form substantially similar to  
 32 the following form:

33  
 34 DISCLOSURE SUMMARY  
 35 FOR  
 36 (NAME OF COMMUNITY)

37 1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL  
 38 BE OBLIGATED TO BE A MEMBER OF THE [INSERT NAME OF THE DEPENDENT  
 39 SPECIAL DISTRICT].

40 2. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE  
 41 DISTRICT. THE ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF  
 42 APPLICABLE, THE CURRENT AMOUNT OF THE ASSESSMENT IS \$.... PER  
 43 .....

44 3. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE  
 45 RESPECTIVE MUNICIPALITY OR COUNTY. ALL SPECIAL ASSESSMENTS ARE  
 46 SUBJECT TO PERIODIC CHANGE.

47 4. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS  
 48 LEVIED BY THE DISTRICT COULD RESULT IN A LIEN ON YOUR PROPERTY.

49 5. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE  
 50 ONLY SUMMARY IN NATURE, AND AS A PROSPECTIVE PURCHASER, YOU  
 51 SHOULD REFER TO THE COVENANTS AND THE DISTRICT GOVERNING  
 52 DOCUMENTS BEFORE PURCHASING PROPERTY.

53 6. THESE DOCUMENTS ARE MATTERS OF PUBLIC RECORD AND CAN BE  
 54 OBTAINED FROM THE RECORD OFFICE IN THE COUNTY IN WHICH THE  
 55 PROPERTY IS LOCATED.

56  
 57 DATE:

58 PURCHASER:

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59  
60 (b) The disclosure must be supplied by the developer, or by  
61 the parcel owner if the sale is by an owner that is not the  
62 developer. Any contract or agreement for sale must refer to and  
63 incorporate the disclosure summary and must include, in  
64 conspicuous type, a statement that the potential buyer should  
65 not execute the contract or agreement until he or she has  
66 received and read the disclosure summary required by this  
67 section.

68 (2) Each contract entered into for the sale of property  
69 governed by covenants subject to disclosure required by this  
70 section must contain in conspicuous type a clause that states:

71  
72 IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 189.023,  
73 FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE  
74 PROSPECTIVE PURCHASER BEFORE THIS CONTRACT FOR SALE  
75 HAS BEEN EXECUTED, THIS CONTRACT IS VOIDABLE BY THE  
76 BUYER BY DELIVERING TO THE SELLER OR SELLER'S AGENT OR  
77 REPRESENTATIVE WRITTEN NOTICE WITHIN 3 DAYS AFTER  
78 RECEIPT OF THE DISCLOSURE SUMMARY OF THE BUYER'S  
79 INTENT TO VOID THE CONTRACT. ANY PURPORTED WAIVER OF  
80 THIS VOIDABILITY RIGHT HAS NO EFFECT. A BUYER'S RIGHT  
81 TO VOID THIS CONTRACT FOR REASONS OTHER THAN FAILURE  
82 OF THE BUYER TO RECEIVE A DISCLOSURE SUMMARY  
83 TERMINATES AT CLOSING, UNLESS OTHER PROVISIONS IN THE  
84 CONTRACT APPLY TO EXTEND A TERMINATION RIGHT.

85  
86 (3) If the disclosure summary is not provided to a  
87 prospective purchaser before the purchaser executes a contract

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88 for the sale of property within the jurisdiction of a dependent  
 89 special district pursuant to this section, the purchaser may  
 90 void the contract by delivering to the seller or the seller's  
 91 agent or representative written notice canceling the contract  
 92 within 3 days after receipt of the disclosure summary. This  
 93 right may not be waived by the purchaser. A buyer's right to  
 94 void this contract for reasons other than failure of the buyer  
 95 to receive the disclosure statement terminates at closing,  
 96 unless other provisions in the contract apply to extend a  
 97 termination right.

98 Section 2. Section 189.024, Florida Statutes, is created to  
 99 read:

100 189.024 Publication of false and misleading information.-

101 (1) A person who, in reasonable reliance upon any material  
 102 statement or information that is false or misleading and  
 103 published by or under authority from the developer in  
 104 advertising and promotional materials, including a contract of  
 105 purchase, declaration of covenants, exhibits to a declaration of  
 106 covenants, brochures, and newspaper advertising, pays anything  
 107 of value toward the purchase of a parcel in a community within  
 108 the jurisdiction of a dependent special district has a cause of  
 109 action to rescind the contract or collect damages from the  
 110 developer for his or her loss before the closing of the  
 111 contract. After the closing of the contract, the purchaser has a  
 112 cause of action against the developer for damages under this  
 113 section from the date of closing until 1 year after the date  
 114 upon which the last of the events described in this subsection  
 115 occurs:

116 (a) The closing of the transaction;

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117       (b) The issuance by the applicable governmental authority  
118 of a certificate of occupancy or other evidence of sufficient  
119 completion of construction of the purchaser's residence to allow  
120 lawful occupancy of the residence by the purchaser. In counties  
121 or municipalities in which certificates of occupancy or other  
122 evidences of completion that are sufficient to allow lawful  
123 occupancy are not customarily issued, for purposes of this  
124 section, evidence of lawful occupancy is deemed to be given or  
125 issued upon the date that such lawful occupancy of the residence  
126 is authorized under prevailing applicable laws, ordinances, or  
127 statutes;

128       (c) The completion by the developer of the common areas and  
129 recreational facilities that the developer is obligated to  
130 complete or provide under the terms of the written contract,  
131 governing documents, or written agreement for purchase or lease  
132 of the parcel; or

133       (d) If there is no written contract or agreement for sale  
134 or lease of the parcel, the completion by the developer of the  
135 common areas and recreational facilities that the developer  
136 would be obligated to complete or provide under any rule of law  
137 applicable to the developer's obligation.

138  
139 A cause of action created or recognized under this section may  
140 not survive more than 5 years after the closing of the  
141 transaction.

142       (2) In any action for relief under this section, the  
143 prevailing party may recover reasonable attorney fees. A  
144 developer may not expend community or special district funds in  
145 the defense of any action under this section.

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Section 3. This act shall take effect July 1, 2019.