

By the Committees on Real Property & Probate, Rules &  
Calendar and Representative Byrd

1                                   A bill to be entitled  
2           An act relating to the Florida Statutes;  
3           repealing various statutory provisions that  
4           have become obsolete, have had their effect,  
5           have served their purpose, or have been  
6           impliedly repealed or superseded; repealing s.  
7           28.15, F.S., relating to transfer of records  
8           from the former superior courts to the circuit  
9           courts; repealing ss. 55.08, 55.09, and 55.101,  
10          F.S., relating to conditions under which  
11          judgments and decrees entered prior to a  
12          certain date or under certain former provisions  
13          of law become liens; repealing s. 74.121, F.S.,  
14          relating to the effective date and  
15          applicability of ch. 65-369, Laws of Florida,  
16          which related to eminent domain proceedings;  
17          repealing s. 95.022, F.S., relating to the  
18          effective date of and a saving clause for ch.  
19          74-382, Laws of Florida, which related to  
20          limitations of actions; repealing s.  
21          196.011(13), F.S., relating to charitable  
22          organizations that failed to timely file for  
23          exemption from ad valorem taxation for the 1994  
24          tax year; repealing s. 198.331, F.S., relating  
25          to the applicability of certain lien provisions  
26          to the estates of decedents dying after a  
27          certain date; repealing s. 689.18(6), F.S.,  
28          relating to cancellation of reverter language  
29          in conveyances of real property; repealing s.  
30          692.101(4), F.S., relating to conveyances of  
31          real property by or to unincorporated churches;

1           repealing s. 694.01, relating to conveyances of  
2           real property executed under Spanish law;  
3           repealing s. 695.20, F.S., relating to the  
4           recording of specified contracts for the  
5           purchase of real property; repealing s. 696.04,  
6           F.S., relating to the recording of certain  
7           contracts for deed; amending ss. 696.02 and  
8           696.03, F.S.; correcting cross references, to  
9           conform; amending s. 718.401, F.S.; deleting an  
10          applicability provision relating to  
11          condominium-leasehold litigation commenced  
12          prior to a specified date; repealing s.  
13          718.622, F.S., relating to conversions to  
14          condominium in process on the effective date of  
15          the Roth Act; repealing s. 719.203(6), F.S.,  
16          relating to construction warranties on  
17          cooperatives existing prior to a specified  
18          date; amending s. 719.401, F.S.; deleting an  
19          applicability provision relating to  
20          cooperative-leasehold litigation commenced  
21          prior to a specified date; providing an  
22          effective date.

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24 Be It Enacted by the Legislature of the State of Florida:

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26           Section 1. Section 28.15, Florida Statutes, is  
27 repealed.

28           Section 2. Sections 55.08, 55.09, and 55.101, Florida  
29 Statutes, are repealed.

30           Section 3. Section 74.121, Florida Statutes, is  
31 repealed.

1           Section 4. Section 95.022, Florida Statutes, is  
2 repealed.  
3           Section 5. Subsection (13) of section 196.011, Florida  
4 Statutes, is repealed.  
5           Section 6. Section 198.331, Florida Statutes, is  
6 repealed.  
7           Section 7. Subsection (6) of section 689.18, Florida  
8 Statutes, is repealed.  
9           Section 8. Subsection (4) of section 692.101, Florida  
10 Statutes, is repealed.  
11           Section 9. Section 694.01, Florida Statutes, is  
12 repealed.  
13           Section 10. Section 695.20, Florida Statutes, is  
14 repealed.  
15           Section 11. Section 696.04, Florida Statutes, is  
16 repealed.  
17           Section 12. Section 696.02, Florida Statutes, is  
18 amended to read:  
19           696.02 Assignments of contracts for sale of realty not  
20 entitled to record unless original is recorded or entitled to  
21 record.--No assignment of any contract, agreement, or other  
22 instrument purporting to contain an agreement to purchase or  
23 sell real estate shall be recorded in any of the public  
24 records of this state, unless the contract, agreement or other  
25 instrument sought to be assigned shall have been recorded, or  
26 is entitled to be recorded under the provisions of ss.  
27 696.01-696.03 ~~696.01-696.04~~.  
28           Section 13. Section 696.03, Florida Statutes, is  
29 amended to read:  
30           696.03 When agreement executed by agent or attorney  
31 may be recorded.--No contract or agreement or other instrument

1 purporting to contain an agreement to sell or purchase real  
2 estate, which has been executed by an agent or attorney in  
3 fact shall be recorded in any of the public records of this  
4 state, unless the authority of such agent or attorney in fact  
5 to execute the instrument sought to be recorded is produced  
6 and recorded by the recording officer, or is already recorded  
7 in the county where such instrument is sought to be recorded;  
8 and for the purposes of ss. 696.01-696.03 ~~696.01-696.04~~ no  
9 authority for the execution of instruments by an agent or  
10 attorney in fact shall be accepted which is not executed in  
11 the manner provided by law for the execution of deeds.

12 Section 14. Paragraph (d) of subsection (1) of section  
13 718.401, Florida Statutes, is amended to read:

14 718.401 Leaseholds.--

15 (1) A condominium may be created on lands held under  
16 lease or may include recreational facilities or other common  
17 elements or commonly used facilities on a leasehold if, on the  
18 date the first unit is conveyed by the developer to a bona  
19 fide purchaser, the lease has an unexpired term of at least 50  
20 years. However, if the condominium constitutes a  
21 nonresidential condominium or commercial condominium, or a  
22 timeshare condominium created pursuant to chapter 721, the  
23 lease shall have an unexpired term of at least 30 years. If  
24 rent under the lease is payable by the association or by the  
25 unit owners, the lease shall include the following  
26 requirements:

27 (d)1. In any action by the lessor to enforce a lien  
28 for rent payable or in any action by the association or a unit  
29 owner with respect to the obligations of the lessee or the  
30 lessor under the lease, the unit owner or the association may  
31 raise any issue or interpose any defense, legal or equitable,

1 that he or she or it may have with respect to the lessor's  
2 obligations under the lease. If the unit owner or the  
3 association initiates any action or interposes any defense  
4 other than payment of rent under the lease, the unit owner or  
5 the association shall, upon service of process upon the  
6 lessor, pay into the registry of the court any allegedly  
7 accrued rent and the rent which accrues during the pendency of  
8 the proceeding, when due. If the unit owner or the  
9 association fails to pay the rent into the registry of the  
10 court, the failure constitutes an absolute waiver of the unit  
11 owner's or association's defenses other than payment, and the  
12 lessor is entitled to default. The unit owner or the  
13 association shall notify the lessor of any deposits. When the  
14 unit owner or the association has deposited the required funds  
15 into the registry of the court, the lessor may apply to the  
16 court for disbursement of all or part of the funds shown to be  
17 necessary for the payment of taxes, mortgage payments,  
18 maintenance and operating expenses, and other necessary  
19 expenses incident to maintaining and equipping the leased  
20 facilities or necessary for the payment of other expenses  
21 arising out of personal hardship resulting from the loss of  
22 rental income from the leased facilities. The court, after an  
23 evidentiary hearing, may award all or part of the funds on  
24 deposit to the lessor for such purpose. The court shall  
25 require the lessor to post bond or other security, as a  
26 condition to the release of funds from the registry, when the  
27 value of the leased land and improvements, apart from the  
28 lease itself, is inadequate to fully secure the sum of  
29 existing encumbrances on the leased property and the amounts  
30 released from the court registry.  
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1           2. When the association or unit owners have deposited  
2 funds into the registry of the court pursuant to this  
3 subsection and the unit owners and association have otherwise  
4 complied with their obligations under the lease or agreement,  
5 other than paying rent into the registry of the court rather  
6 than to the lessor, the lessor cannot hold the association or  
7 unit owners in default on their rental payments nor may the  
8 lessor file liens or initiate foreclosure proceedings against  
9 unit owners. If the lessor, in violation of this subsection,  
10 attempts such liens or foreclosures, then the lessor may be  
11 liable for damages plus attorney's fees and costs that the  
12 association or unit owners incurred in satisfying those liens  
13 or foreclosures.

14           ~~3. Nothing in this paragraph affects litigation~~  
15 ~~commenced prior to October 1, 1979.~~

16           Section 15. Section 718.622, Florida Statutes, is  
17 repealed.

18           Section 16. Subsection (6) of section 719.203, Florida  
19 Statutes, is repealed.

20           Section 17. Paragraph (d) of subsection (1) of section  
21 719.401, Florida Statutes, is amended to read:

22           719.401 Leaseholds.--

23           (1) A cooperative may be created on lands held under  
24 lease or may include recreational facilities or other common  
25 elements or commonly used facilities on a leasehold, if, on  
26 the date the first unit is conveyed by the developer to a bona  
27 fide purchaser, the lease has an unexpired term of at least 50  
28 years. If rent under the lease is payable by the association  
29 or by the unit owners, the lease shall include the following  
30 requirements:  
31

1           (d)1. In any action by the lessor to enforce a lien  
2 for rent payable or in any action by the association or a unit  
3 owner with respect to the obligations of the lessee or the  
4 lessor under the lease, the unit owner or the association may  
5 raise any issue or interpose any defenses, legal or equitable,  
6 that he or she or it may have with respect to the lessor's  
7 obligations under the lease. If the unit owner or the  
8 association initiates any action or interposes any defense  
9 other than payment of rent under the lease, the unit owner or  
10 the association shall, upon service of process upon the  
11 lessor, pay into the registry of the court any allegedly  
12 accrued rent and the rent which accrues during the pendency of  
13 the proceeding, when due. If the unit owner or the  
14 association fails to pay the rent into the registry of the  
15 court, it shall constitute an absolute waiver of the unit  
16 owner's or association's defenses other than payment, and the  
17 lessor shall be entitled to default. The unit owner or the  
18 association shall notify the lessor of any deposits. When the  
19 unit owner or the association has deposited the required funds  
20 into the registry of the court, the lessor may apply to the  
21 court for disbursement of all or part of the funds shown to be  
22 necessary for the payment of taxes, mortgage payments,  
23 maintenance and operating expenses, and other necessary  
24 expenses incident to maintaining and equipping the leased  
25 facilities or necessary for the payment of other expenses  
26 arising out of personal hardship resulting from the loss of  
27 rental income from the leased facilities. The court, after an  
28 evidentiary hearing, may award all or part of the funds on  
29 deposit to the lessor for such purpose. The court shall  
30 require the lessor to post bond or other security, as a  
31 condition to the release of funds from the registry, when the

1 value of the leased land and improvements, apart from the  
2 lease itself, is inadequate to fully secure the sum of  
3 existing encumbrances on the leased property and the amounts  
4 released from the court registry.

5           2. When the association or unit owners have deposited  
6 funds into the registry of the court pursuant to this  
7 subsection, and the unit owners and association have otherwise  
8 complied with their obligations under the lease or agreement,  
9 other than paying rent into the registry of the court rather  
10 than to the lessor, the lessor cannot hold the association or  
11 unit owners in default on their rental payments nor may the  
12 lessor file liens or initiate foreclosure proceedings against  
13 unit owners. If the lessor, in violation of this subsection,  
14 attempts such liens or foreclosures, then the lessor may be  
15 liable for damages plus attorney's fees and costs which the  
16 association or unit owners incurred in satisfying those liens  
17 or foreclosures.

18           ~~3. Nothing in this paragraph shall affect litigation~~  
19 ~~commenced prior to October 1, 1979.~~

20           Section 18. This act shall take effect upon becoming a  
21 law.

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