

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; specifying
 8 circumstances under which a sales contract may be
 9 voided by a buyer; creating s. 189.024, F.S.;
 10 authorizing purchasers of property within a dependent
 11 special district to rescind a sales contract or
 12 collect damages from the developer under specified
 13 conditions; specifying the length of time for which
 14 such right applies; authorizing the prevailing party
 15 to recover reasonable attorney fees; prohibiting
 16 expenditure of specified funds in defense of an
 17 action; providing an effective date.

18
 19 Be It Enacted by the Legislature of the State of Florida:

20
 21 Section 1. Section 189.023, Florida Statutes, is created
 22 to read:

23 189.023 Prospective purchaser subject to dependent special
 24 district membership; disclosure required; assessments; contract
 25 cancellation.-

26 (1) (a) Before a contract for the sale of property in a
 27 community within the jurisdiction of a dependent special
 28 district may be executed, the prospective parcel owner must be
 29 presented a disclosure summary regarding the property. The
 30 disclosure summary must be in a form substantially similar to
 31 the following form:

32
 33 DISCLOSURE SUMMARY
 34 FOR
 35 (NAME OF COMMUNITY)

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

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

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

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

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

51 DOCUMENTS BEFORE PURCHASING PROPERTY.

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

55
 56 DATE:

57 PURCHASER:
 58

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

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

69
 70 IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 189.023, FLORIDA
 71 STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER
 72 BEFORE THIS CONTRACT FOR SALE HAS BEEN EXECUTED, THIS CONTRACT
 73 IS VOIDABLE BY THE BUYER BY DELIVERING TO THE SELLER OR SELLER'S
 74 AGENT OR REPRESENTATIVE WRITTEN NOTICE WITHIN 3 DAYS AFTER
 75 RECEIPT OF THE DISCLOSURE SUMMARY OF THE BUYER'S INTENT TO VOID

76 | THE CONTRACT. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS
77 | NO EFFECT. A BUYER'S RIGHT TO VOID THIS CONTRACT FOR REASONS
78 | OTHER THAN FAILURE OF THE BUYER TO RECEIVE A DISCLOSURE SUMMARY
79 | TERMINATES AT CLOSING, UNLESS OTHER PROVISIONS IN THE CONTRACT
80 | APPLY TO EXTEND A TERMINATION RIGHT.

81 | (3) If the disclosure summary is not provided to a
82 | prospective purchaser before the purchaser executes a contract
83 | for the sale of property within the jurisdiction of a dependent
84 | special district pursuant to this section, the purchaser may
85 | void the contract by delivering to the seller or the seller's
86 | agent or representative written notice canceling the contract
87 | within 3 days after receipt of the disclosure summary. This
88 | right may not be waived by the purchaser. A buyer's right to
89 | void this contract for reasons other than failure of the buyer
90 | to receive the disclosure statement terminates at closing,
91 | unless other provisions in the contract apply to extend a
92 | termination right.

93 | Section 2. Section 189.024, Florida Statutes, is created
94 | to read:

95 | 189.024 Publication of false and misleading information.-

96 | (1) A person who, in reasonable reliance upon any material
97 | statement or information that is false or misleading and
98 | published by or under authority from the developer in
99 | advertising and promotional materials, including a contract of
100 | purchase, declaration of covenants, exhibits to a declaration of

101 covenants, brochures, and newspaper advertising, pays anything
102 of value toward the purchase of a parcel in a community within
103 the jurisdiction of a dependent special district has a cause of
104 action to rescind the contract or collect damages from the
105 developer for his or her loss before the closing of the
106 contract. After the closing of the contract, the purchaser has a
107 cause of action against the developer for damages under this
108 section from the date of closing until 1 year after the date
109 upon which the last of the events described in this subsection
110 occurs:

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

122 (c) The completion by the developer of the common areas
123 and recreational facilities that the developer is obligated to
124 complete or provide under the terms of the written contract,
125 governing documents, or written agreement for purchase or lease

126 | of the parcel; or

127 | (d) If there is no written contract or agreement for sale
 128 | or lease of the parcel, the completion by the developer of the
 129 | common areas and recreational facilities that the developer
 130 | would be obligated to complete or provide under any rule of law
 131 | applicable to the developer's obligation.

132 |
 133 | A cause of action created or recognized under this section may
 134 | not survive more than 5 years after the closing of the
 135 | transaction.

136 | (2) In any action for relief under this section, the
 137 | prevailing party may recover reasonable attorney fees. A
 138 | developer may not expend community or special district funds in
 139 | the defense of any suit under this section.

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