**Florida Real Property and Business Litigation Report**

**Volume XIV, Issue 52**

**December 25, 2021**

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**Ballard v. Pritchard**, Case No. 2D20-2967 (Fla.2d DCA 2021).

A decedent’s devise of a life estate of her homestead to a surviving spouse with the fee to decedent’s child is invalid under Florida Statute section 723.4015(1) and the property descends via intestate secession under Florida Statute section 732.401(1).

**Unifirst Corporation v. Joey's New York Pizza, LLC**, Case No. 2D21-891 (Fla. 2d DCA 2021).

The Second District holds that an order vacating an arbitration award is a non-final order not subject to appeal under Florida Rule 9.130 nor capable of certiorari review; conflict certified with the First District under *Felger v. Mock*, 65 So. 3d 625, 628 (Fla. 1st DCA 2011).

**Lennar Homes, LLC v. Martinique at the Oasis Neighborhood Association, Inc.**, Case No. 3D20-1732 (Fla. 3d DCA 2021).

The Third District follows the Second District and holds that a homeowner’s association’s right to sue in its representative capacity requires it “to comply with the arbitration agreements signed by each of its members” under *Pulte Home Corp. v. Vermillion Homeowners Ass'n, Inc.*, 109 So. 3d 233, 235 (Fla. 2d DCA 2013).

**Wilmington Savings Fund Society, FSB v. Gulfstream of Las Olas Condominium Association, Inc.**, Case No. 4D20-1443 (Fla. 4th DCA 2021).

A receiver appointed at the request of a condominium association pursuant to Florida Statutes section 718.111(5) make take advantage of the safe harbor provision of Florida Statute section 718.116(1)(b)(1).

**Aquachile, Inc. v. Williams**, Case No. 4D21-1453 (Fla. 4th DCA 2021).

Whether a party qualifies for protection under a “Himalaya clause” (contractual limitation of liability extended to “downstream parties” expected to take part in performance of the contract) depends on the nature of the relationship between the party seeking protection and the contracting party as well as the nature of the services provided by the party seeking protection compared to the contracting party’s responsibilities under the contract.