IN THE DISTRICT COURT OF APPEAL
STATE OF FLORIDA
THIRD DISTRICT

APPEAL CASE NO.: 3D25-1494

L.T. CASE NO. 24-CA-00245-K

ANDREW J. KOMISKE,

Appellants,

v.

TROPICAL BAY PROPERTY OWNERS ASSOCIATION, INC.,

Appellees.

APPELLEES' ANSWER BRIEF

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PRELIMINARY STATEMENT

In this brief, Andrew J. Komiske will be referred to as “Komiske” or “Appellant,” and Tropical Bay Property Owners Association, Inc. will be referred to as the “Association” or “Appellee.”

`When applicable, references to matters of record will be made by the letter “R.” followed by the appropriate page number in the Record on Appeal.

STATEMENT OF THE CASE AND FACTS

This appeal arises from a final judgment denying Appellant's motion for summary judgment and granting Appellee's cross-motion for summary judgment. The case concerns the enforceability of recorded restrictive covenants governing Lots 6 and 7 in Tropical Bay Subdivision Third Addition in Monroe County, Florida. The trial court concluded that the 1997 Amended Deed Restrictions constitute a **new and independent set of covenants running with the land**—constitute covenants running with the land that bind subsequent purchasers, including Appellant. The court therefore rejected Appellant's contention that the restrictions were extinguished under the Marketable Record Title Act ("MRTA").

1. The Association, Restrictive Covenants, and Chain of Title.

Appellee is a homeowner's association that manages the subdivision known as Tropical Bay Third Addition. (R. 342).

Tropical Bay Third Addition subdivision was created on December 22, 1964, when a plat for Tropical Bay Third Addition ("Plat"), owned by Florence Brehm and Lillian Plass, was approved by the Board of County Commissioners of Monroe County, Florida, and recorded in Plat Book 5 at Page 81 of the Monroe County public records. (R. 478; 486; 692; 726).

Thereafter, on March 14, 1967, a Declaration of Restrictions for all Tropical Bay Third Addition ("Original Declaration of Restrictions"), then owned in fee simple by Florence Brehm and Lillian Plass, was recorded into the public records in Book 387 at Page 711. (R. 478; 487–91; 692; 727–31). The Original Declaration of Restrictions made clear that it applied to all Tropical Bay Third Addition, including "future owners," and specifically referenced the subdivisions Plat Book (5) and Page (81). (R. 487).

Article 9 of the Declaration of Restrictions provides:

> **[T]hese restrictions are to run with the land and shall be binding** upon the present owners for said lots and all persons claiming by, through or under them **for a period of thirty (30) years** from the date of the recordation of this document**. At the expiration of said thirty-year period**, said covenants shall be automatically extended for successive periods of ten (10) years, unless **an instrument signed by persons then owning a numerical majority of said lots, agreeing to** change said **covenants or restrictions** in whole or in part, **shall have been recorded in the public records of Monroe County, Florida**.

(R. 478; 489; 693; 729) (emphasis added).

On December 19, 1967, a warranty deed was recorded in Book 402 at Page 477, transferring ownership of Lot 6 Block 12, of Tropical Bay Third Addition ("Lot 6") from Florence Brehm and Lillian Plass to Charles William Pierce and his wife Margaret E. Pierce. (R. 479; 492–93; 693; 732–33).

On May 25, 1971, the Articles of Incorporation ("AOI") for the Tropical Bay Property Owners Association, Inc., a Florida not for profit corporation, were filed with the Florida Department of State. (R. 344–45, 401–09; 693–94; 751–54).

On August 30, 1972, a warranty deed was recorded in Book 515 at Page 617, transferring ownership of Lot 7 Block 12, of Tropical Bay Third Addition ("Lot 7") from Florence Brehm and Lillian Plass to Joseph L. Ronca and his wife Doris Ronca. (R. 479; 494; 694; 737–38).

On March 30, 1978, a warranty deed was recorded in Book 756, Page 974, of the Official Records of Monroe County, Florida transferring ownership of Lot 6 and 7, from H. G. Landers and his wife Oleta F. Landers to William C. Beckmann and his wife Dorothea C. Beckmann. (R. 479; 495; 694; 741–42). This transfer was subject to "[c]onditions, restrictions, reservations, limitations, and easement of record." (R. 741–42).

Thirty years after the time prescribed in the Original Deed Restrictions, on June 26, 1997, a Certificate of Amendment Deed to The Deed Restriction of Tropical Bay Subdivision Third Addition ("Amended Deed Restrictions") was recorded in Book 1464 at Page 1. (R. 479; 496–554; 694; 755–813). The Amended Deed Restrictions provided:

> WHEREAS the **Deed Restrictions for Tropical Bay Subdivision** has been **duly recorded in** official Records **Book 387, at Page 716** of the Public Records of Monroe County, Florida; and
>
> WHEREAS certain amendments to the Deed Restrictions have been proposed for adoption by the condominium [sic] membership; and
>
> WHEREAS **a special election** as [sic] held to poll the present property owners in Tropical Bay Subdivision, Third Addition; and
>
> WHEREAS the proposed **amendments received sufficient affirmative votes to pass** the amendment **as required by Article IX** of the previously recorded amendments and that as a result of the foregoing proper notice having been given, said amendments are duly adopted as the deed restrictions of Tropical Bay Subdivision, Third addition.
>
> NOW THEREFORE **the undersigned hereby certifies that the attached is a true copy of the amendments to the Deed Restrictions for Tropical Bay Third Addition as approved by the members of the Associatio**n.

(R. 479–80; 496; 695; 755) (emphasis added).

The Membership and Association Voting Rights section of the Amended Deed Restrictions reads in part:

> 1. "The Association" shall refer to the Tropical Bay Property Owners Association, Inc., its successors and assigns.
>
> 2. **Every owner of a lot shall be a member of the Association**.

(R. 480; 500–01; 695; 759–60) (emphasis added).

The Annual Assessments section of the Amended Deed Restrictions reads in part:

> The annual assessments levied by the Association ... shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the subdivision and for the improvements and maintenance of common areas, and of the subdivision and the property and canals situated within the subdivision.

(R. 480; 501; 695–96; 760).

The Special Assessments section of the Amended Deed Restrictions reads in part:

> In addition to the annual assessment authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of construction, reconstruction, repair, replacement, capital improvements or fixtures related to the common areas, canals and waterways or the subdivision as a whole or to undertake any activity for the benefit of the subdivision as a whole ....

(R. 480; 502; 696; 761).

The Annual and Special Assessments section of the Amended Deed Restrictions reads in part:

> Any assessment not paid within 90 days after the due date shall be deemed in default. The Association may bring an action at law against the owner personally obligated to pay the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas, abandonment of his lot or the defense that he has received no benefits from the assessment so levied.

(R. 481; 502; 696; 761).

The Enforcement section of the Amended Deed Restrictions reads in part:

> **The Association**, or any owner of record in the subdivision, **shall have the right to enforce**, by any proceedings at law or equity, **all restrictions**, conditions, **covenants**, easements, reservations, assessments and charges now or hereafter imposed by the provision of this Declaration. Failure by the undersigned, or the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(R. 481; 503; 696; 762).

The Amended Deed Restrictions include notarized affidavits from property owners voting to adopt the amendments. (R. 481; 505–54; 697; 764–813). Among those owners were William C. Beckmann and Dorothea C. Beckmann—the owners of Lots 6 and 7 at the time—who, on March 11, 1997, executed sworn affidavits expressly identifying their property and stating that they **"adopt, ratify, and agree to the amendments."** (R. 540–41; 799–801) (emphasis added). In doing so, the Beckmanns not only identified their property, but specifically "adopte[d], ratify[ed], and agree[d] to the [a]mendments[.]" (R. 540–41; 799–801). These recorded amendments were executed by the owners of Lots 6 and 7 and expressly bound the property to the amended restrictions.

On October 7, 1999, a warranty deed was recorded in Book 1599 at Page 1362 transferring ownership of Lot 6 and 7 from William C. Beckmann to Robert C. Yentzer and his wife Maryann W. Yentzer. (R. 481–82; 555; 697; 743–44). Pursuant to this warranty deed, the Beckmanns conveyed the property to the Yentzers "[s]ubject to current taxes, easements and restrictions of record." (R. 555; 697). **By that time, the Beckmanns had already executed sworn affidavits adopting and agreeing to the 1997 Amended Deed Restrictions governing Lots 6 and 7.** (R. 540–41; 799–801).

2. <u>Appellant Purchases Lots 6 and 7</u>.

Appellant obtained title to real property located at 30550 Egret Lane, Big Pine Key, Florida 33043 (Lots 6 and 7) on January 26, 2022, via a warranty deed. (R. 342; 346; 350–51; 749–50).

After purchasing the property, Appellant began constructing an addition to the property without prior approval of the Association. (R. 346–37). As a result, the Association notified Appellant that his construction violated the deed restrictions, and after holding a hearing, fined him a $100.00 per day fine for five separate violations of the deed restrictions in an aggregate amount of $1,000.00 per violation. (R. 347).

3. **The Pleadings.**

In response to the fines, Appellant filed an action seeking declaratory relief alleging that the Association's AOI provide for voluntary membership and do not automatically bind property owners within the subdivision. According to Appellant, because the earlier deed restrictions were recorded before the Association's formation and the Association allegedly never recorded its own declaration of restrictions, the Association lacks authority to enforce any restrictive covenants against him. (R. 344–45; 347).

The complaint further alleged that any previously recorded deed restrictions were extinguished under the MRTA, chapter 712, Florida Statutes, because more than thirty years had elapsed without proper preservation or revitalization. (R. 345–46).

Based on these allegations, Appellant sought a declaratory judgment that: (1) the Association is a voluntary association; (2) he is not a member of the Association; (3) any restrictive covenants affecting the property were extinguished under MRTA; and (4) the Association lacks authority to enforce the restrictions or impose fines. (R. 347–49).

The Association answered the complaint, admitting certain background allegations concerning the property and the existence of recorded subdivision documents, but denying that the restrictive covenants

were extinguished or that the Association lacked authority to enforce them. The Association asserted that the deed restrictions governing Tropical Bay Third Addition run with the land and remain valid and enforceable against the property. (R. 473 – 78).

As affirmative defenses, the Association alleged that the original 1967 declaration was not extinguished by MRTA and that the restrictions were validly amended and reaffirmed through the 1997 Amended Deed Restrictions recorded in the public records. The Association further asserted that the 1997 amendments independently bind Lots 6 and 7, require membership in the Association, authorize assessments, and grant the Association authority to enforce the subdivision's covenants. (R. 478–84).

4. <u>The Competing Motions for Summary Judgment</u>.

Appellant moved for summary judgment arguing that the subdivision's restrictive covenants had been extinguished by MRTA. Appellant asserted that the March 3, 1978 Landers-Beckmann deed constituted the property's "root of title," and that the original deed restrictions recorded in 1967 predated that root of title and were therefore extinguished by operation of MRTA. Appellant further argued that the amended deed restrictions recorded in 1997 could not preserve or revive the original restrictions

because amendments to restrictive covenants do not constitute a "title transaction" under MRTA and cannot independently create enforceable covenants once the original restrictions have been extinguished. Appellant therefore maintained that the Association could not enforce the restrictions against his property as a matter of law. (R. 565–70; 931–34; 1140–46).

The Association opposed Appellant's motion and filed a cross-motion for summary judgment. The Association argued that the Amended Deed Restrictions recorded on June 26, 1997 constitute an independent and enforceable set of restrictive covenants governing the subdivision. The then-owners of Lots 6 and 7 voted to adopt the amendments and recorded sworn affidavits confirming their approval, thereby binding the property to the amended restrictions.

The Association further argued that the amended restrictions touch and concern the land, were intended to run with the land, and were recorded in the public records, thereby providing both actual and constructive notice to subsequent purchasers, including Appellant. The Association therefore maintained that the 1997 Amended Deed Restrictions remain valid and enforceable and were not extinguished by the MRT. (R. 713–18; 1127–30; 1158–60).

5. The Hearings on the Competing Motions for Summary Judgment.

The summary judgments were argued respectively over two days. The first hearing focused on Appellant's motions for summary judgment and was held on February 26, 2025 (R. 1033). At that hearing, Appellant largely reiterated the arguments set forth in his written motion. Appellant argued that the **1978 warranty deed constituted the "root of title" under**, and therefore the **1967 Declaration of Restrictions was extinguished after thirty years unless one of the statutory exceptions applied.** (R. 1041–45).

Appellant argued that none of the statutory exceptions contained in **section 712.03, Florida Statutes**, applied. Specifically, Appellant contended that the deed in Appellant's chain of title did not contain a **specific reference to the restrictive covenants**, and therefore the exception in **section 712.03(1)** was not satisfied. (R. 1046–51). Appellant also argued that the **1997 Amended Deed Restrictions could not qualify as a "title transaction" under section 712.03(4)** and therefore could not preserve the earlier restrictions from extinguishment under MRTA. (R. 1053 – 58).

In response, the Association also argued substantially the same grounds contained in its written response and cross-motion for summary judgment, including that the **1997 Amended Deed Restrictions constituted a valid and independently enforceable set of restrictive covenants adopted by the property owners and recorded in the public records. (R. 1068–75; 1081–82).**

Having heard the arguments, the trial court stated that it needed time to "review everything again in light of the[] arguments" and when the parties suggested that additional briefing would be helpful, ordered the same. (R. 1099–102).

The second hearing occurred on May 20, 2025, and focused on Appellee's cross-motion for summary judgment. At this hearing, the Association began by incorporating the arguments previously presented in the written response and cross-motion and in the earlier summary judgment hearing on Appellant's motion. (R. 1224–25). The Association explained that the **1997 Amended Deed Restrictions constituted an independent set of restrictive covenants adopted by the property owners and recorded in the public records, they** run with the land and bind subsequent purchasers of the property. (R. 1226; 1227). And because the root of title was the Landers Beckmann Deed recorded on March

30,1978, while the **Amended Deed Restrictions were recorded on June 26, 1997, MRTA did not extinguish the deed restrictions. (R. 1226–28; 1235–37).**

Appellant largely reiterated the arguments raised in his motion for summary judgment and prior briefing. Appellant argued that the restrictive covenants governing the subdivision were extinguished by the MRTA because the 1978 warranty deed constituted the "root of title" under MRTA and therefore the 1967 Declaration of Restrictions was extinguished. Appellant further argued that the 1997 Amended Deed Restrictions could not revive or amend covenants that had already been extinguished under MRTA and therefore could not be enforced against his property. (R. 1228 – 35; 1237–39; 1240–41).

After hearing argument, the trial court ruled in favor of the Association. The trial court determined that the Amended **Deed Restrictions constituted a new and independent set of restrictive covenants agreed to by the property owners**, distinguishing the case relied upon by Appellant because the specific properties and owners were identified and had executed the restrictions. (R. 1241–42). The trial judge further concluded that the **1997 restrictions had not been extinguished under the MRTA**, explaining that those restrictions were recorded in 1997

and therefore had not yet reached the thirty-year period necessary for extinguishment under MRTA. (R. 1242–43). The court therefore found that there was **no genuine issue of material fact** and that the Association was **entitled to judgment as a matter of law** declaring that the 1997 deed restrictions are valid and binding on Appellant's property. (R. 1243–44).

6. <u>The Summary Judgment Orders and Final Judgment</u>.

The trial court rendered its order denying Appellant's summary judgment on March 25, 2025, holding:

> Beginning with [Appellant's] root of title (March 15, 1978 Deed from Landers to Beckmann), and moving forward in time, the record reflects that the Beckmanns signed the Amended Deed Restrictions on March 11, 1997 which were recorded June 26, 1997. Although the Deed Restrictions contain the term "Amended", and refer to the Original Restrictions recorded in 1967, the "Amended Deed Restrictions" are actually a new, full set of restrictive covenants. In that sense, they can exist independently of the Original Restrictions. In addition, the specific property owned by the Beckmanns (Lots 6 & 7, Block 12, the property currently owned by [Appellant]) is specifically referred to in the 1997 Restrictions, which the Beckmanns signed, ratifying and agreeing to them. This distinguishes this case from the *Matissek* case cited by [Appellant] in its motion (*Matissek v. Waller*, 51 So. 3d 625 (Fla.2d DCA 2011).

(R. 1147 – 48).

The order granting Appellee's cross-motion for summary judgment was entered on July 3, 2025, and found:

> Although the Deed Restrictions contain the term "Amended" and refer to the Original Restrictions which were recorded in 1967, the "Amended Deed Restrictions" are in fact a new, full set of restrictive
> covenants that exist independently of the Original Restrictions.
>
> The Amended Deed Restrictions were adopted, ratified, and agreed to by Plaintiff's predecessor in title, William and Dorothea Beckmann, who owned Lot 6 & 7 at the time that the Amended Deed Restrictions were recorded, as evidenced by the notarized sworn statement recorded with the Amended Deed Restrictions.
>
> Lots 6 & 7 were subsequently conveyed by the Beckmanns "subject to current taxes, easements and restrictions of record" by a deed recorded in Monroe County, Florida, on October 7, 1999.
>
> Although the deed conveying Lots 6 & 7 on October 7, 1999, does not specifically reference the Amended Deed Restrictions by book and page number, the language "subject to current taxes, easements and restrictions of record" is sufficient to bind Lots 6 & 7 to the Amended Deed Restrictions because the Amended Deed Restrictions are not currently subject to extinguishment by [MRTA], the Amended Deed Restrictions were recorded in the Official Records … and the deed conveying the property subject … is in the chain of title for the subject property.

….

> The Amended Deed Restrictions are restrictions and covenants that run with the land.

(R.1199–200).

The final judgment followed on August 4, 2025. (R. 1207–08).

This appeal follows. (R. 1202–09; 1212–15).

SUMMARY OF THE ARGUMENT

The trial court correctly concluded that the subdivision covenants governing Tropical Bay Third Addition remain enforceable against Lots 6 and 7. The public record chain of title demonstrates that the restrictions were repeatedly disclosed, reaffirmed through recorded instruments executed by the property owners, and preserved under multiple provisions of the Marketable Record Title Act ("MRTA").

First, MRTA does not extinguish subdivision restrictions that remain identifiable within the public record chain of title. The recorded plat for Tropical Bay Third Addition established the subdivision and was expressly referenced by the 1967 Declaration of Restrictions governing the lots within that subdivision. The deeds conveying Lots 6 and 7 likewise transferred the property subject to "restrictions of record." Such references satisfy MRTA's preservation requirement because the recorded plat itself constitutes the title transaction establishing the subdivision scheme. The restrictions therefore appear within the chain of title and are not the type of hidden interests MRTA was designed to extinguish.

Second, even if the original 1967 Declaration of Restrictions were deemed extinguished under MRTA, the recorded 1997 Amended Deed Restrictions independently preserve the subdivision covenants. The

amendments were executed by the owners of Lots 6 and 7 and recorded in the Monroe County public records. Because those recorded instruments impose binding obligations affecting the use and ownership of the property—including mandatory association membership, assessments, and enforcement rights—they constitute a title transaction affecting interests in land within the meaning of section 712.01(6), Florida Statutes. As a result, the amendments independently fall within the preservation exception contained in section 712.03(4). The amendments also satisfy the preservation mechanism provided in section 712.05(2)(b), which authorizes property owners' associations to preserve community covenants through recorded amendments referencing the governing restrictions.

Third, the 1997 Amended Deed Restrictions independently create enforceable covenants running with the land. Florida law recognizes that recorded subdivision covenants bind subsequent purchasers when the covenants touch and concern the property, are intended to run with the land, and purchasers take title with notice of the restrictions. Each of those elements is satisfied here. The restrictions govern the use and development of lots within the subdivision and impose obligations that directly affect the ownership and enjoyment of the property. The recorded amendments demonstrate a clear intent that the covenants run with the

land, and the public record chain of title—including the recorded amendments and deeds referencing restrictions of record—provided notice to subsequent purchasers. Appellant also had actual knowledge of the Association and the governing restrictions, as evidenced by the payment of association dues.

Finally, the Association has standing to enforce the subdivision covenants. Florida's Homeowners' Association Act expressly authorizes an association to bring actions concerning matters of common interest to its members. The Amended Deed Restrictions likewise provide that the Association, or any owner of record within the subdivision, may enforce the restrictions by proceedings at law or in equity. Because the restrictions remain valid and enforceable and Appellant purchased the property subject to those recorded covenants, the Association has both statutory and contractual authority to enforce them.

For these reasons, the trial court correctly concluded that the subdivision covenants governing Tropical Bay Third Addition remain enforceable. Because the restrictions were preserved under MRTA, independently imposed through the recorded amendments, and enforceable by the Association, the final summary judgment should be affirmed.

STANDARD OF REVIEW

A trial court's order granting summary judgment is reviewed de novo. *See Save Calusa Trust v. St. Andrews Holdings, Ltd.*, 193 So. 3d 910, 914 (Fla. 3d DCA 2016). A question involving statutory interpretation is likewise reviewed de novo. *See Id*. To the extent this Court may need to construe the deed restrictions the review is de novo. *See Leamer v. White*, 156 So. 3d 567, 571 (Fla. 1st DCA 2015) (an appellate court "review[s] and interpret[s] the language of the restrictive covenant de novo, meaning we are not bound to the trial court's view and are free to draw our own legal conclusion about the meaning of the language used").

ARGUMENT

I. MRTA Eliminates Stale Interests but Preserves Restrictions Identified in the Chain of Title.

MRTA is a curative statute designed to simplify and facilitate land title transactions while eliminating stale or hidden claims to real property, subject to certain enumerated exceptions. *See Florida Department of Transportation v. Clipper Bay Investments, LLC*, 160 So. 3d 858, 863 (Fla. 2015); *see also* § 712.10, Fla. Stat. (MRTA "shall be liberally construed to effect the legislative purpose of simplifying and facilitating land title transactions by allowing persons to rely on a record title as described in s.

712.02 subject only to such limitations as appear in s. 712.03"). MRTA therefore allows persons to rely on marketable record title while protecting interests that remain identifiable from the public records. *See Clipper Bay*, 160 So. 3d at 863. Because MRTA is intended to eliminate undisclosed interests—not restrictions repeatedly disclosed in the public record chain of title—it does not extinguish the subdivision covenants governing Lots 6 and 7 in this case.

Under section 712.02, Florida Statutes, any person who, alone or together with his or her predecessors in title, has been vested with an estate in land of record for thirty years or more possesses a marketable record title that is "free and clear of all claims" except those preserved by the statutory exceptions set forth in section 712.03. § 712.02, Fla. Stat. A person has marketable record title when the public records disclose a title transaction affecting the land that has been recorded for at least thirty years and purports to create the estate claimed either in the claimant or in a predecessor from whom the claimant derives title. *See Id*.

Consistent with this purpose, MRTA extinguishes interests in land that depend upon acts or transactions occurring prior to the effective date of the root of title unless those interests fall within one of the statutory exceptions. *See Florida Department of Transportation*, 160 So. 3d at 863.

The “root of title” is defined as the last title transaction recorded at least thirty years before marketability is being determined. § 712.01(2), Fla. Stat. A “title transaction” is “any recorded instrument or court proceeding that affects title to any estate or interest in land and that describes the land sufficiently to identify its location and boundaries.” § 712.01(6), Fla. Stat. The term “affecting” is broadly construed and includes instruments of record even if they are later determined to be void. *See ITT Rayonier, Inc. v. Wadsworth*, 346 So.2d 1004, 1009 (Fla. 1977).

The statutory exceptions to MRTA are set forth in section 712.03. *See* § 712.03(1), Fla. Stat. As relevant here, section 712.03(1) preserves estates, interests, easements, and use restrictions that are disclosed by the muniments of title beginning with the root of title, provided the muniment specifically identifies the recorded instrument imposing the restriction by reference to the official records book and page, instrument number, or the name of the recorded plat. § 712.03(1), Fla. Stat. Section 712.03(4) further preserves interests arising out of title transactions recorded after the effective date of the root of title. *See Id*.

To invoke the exception in section 712.03(1), the party asserting the restriction must establish that the instrument relied upon is a muniment of title that specifically references the recorded title transaction imposing the

restriction. *See Florida Department of Transportation*, 160 So. 3d at 865. A muniment of title is documentary evidence of title, such as a deed or judgment establishing ownership of property. *See Id*. at 865 n 2. The required specificity may be satisfied either by reference to the official records book and page where the restriction is recorded or by reference to the name of the recorded plat imposing the restriction. *See Id*. at 866.

When these statutory provisions are applied to the undisputed record in this case, MRTA does not extinguish the subdivision restrictions governing Lots 6 and 7. **MRTA does not extinguish the restrictions governing the property for two independent reasons. First, the subdivision restrictions were preserved under section 712.03(1) because the chain of title repeatedly referenced the recorded subdivision plat and restrictions of record affecting the property. Second, even if the original declaration were not preserved, the recorded 1997 Amended Deed Restrictions constitute a title transaction affecting the property that was recorded after the effective date of the root of title and therefore fall within the preservation exception set forth in section 712.03(4)**.

Because the recorded restrictions impose obligations governing the subdivision and authorize enforcement by the property owners' association,

the association has standing to enforce those covenants affecting the property. *See* § 720.303(1), Fla. Stat., *generally* (authorizing a homeowners' association to enforce community covenants and restrictions). The issue presented in this section is therefore not whether the restrictions may be enforced, but whether MRTA extinguished them—a question answered by the public record chain of title and the recorded instruments affecting Lots 6 and 7.

Accordingly, the restrictions governing Tropical Bay Third Addition remain enforceable because they were disclosed in the public record chain of title, reaffirmed through recorded instruments executed by the property owners, and preserved under multiple provisions of MRTA.

A. The Subdivision Restrictions Were Preserved Under MRTA Because They Appear Within the Chain of Title.

The subdivision plat for Tropical Bay Third Addition was recorded in Plat Book 5 at Page 81 of the Monroe County public records. (R. 478; 486; 692; 726). The 1967 Declaration of Restrictions expressly referenced that recorded plat and imposed restrictions on all lots within the subdivision, including Lots 6 and 7. (R. 487). The Florida Supreme Court's decision in *Sunshine Vistas Homeowners Association v. Caruana* confirms that subdivision restrictions are preserved under MRTA when the chain of title

references the recorded subdivision plat imposing those restrictions. 623 So.2d 490, 492 (Fla. 1993). There, the Court held that MRTA did not extinguish subdivision covenants where the deeds described the property by reference to the recorded plat and conveyed the property subject to covenants and restrictions of record. *See Id*. The Court explained that reference to the recorded plat satisfies the statutory requirement of specific identification because the plat itself constitutes the recorded title transaction imposing the restrictions. *See Id*.

Florida courts have applied the same principle where the deeds in the chain of title reference restrictive covenants affecting the property. In *Barney v. Silver Lakes Acres Property Owners Association, Inc*., the Fifth District held that subdivision covenants and homeowners' association obligations were preserved under section 712.03(1) where the deeds conveyed the property subject to restrictive covenants of record and obligations owed to the association. 159 So. 3d 181, 183 (Fla. 5th DCA 2015). Because the recorded deeds referenced the covenants affecting the property, the court concluded those restrictions were not the type of hidden interests MRTA was designed to extinguish. *See Id*.

The chain of title for Lots 6 and 7 contains the same type of disclosures. The 1978 warranty deed transferring the property to William

and Dorothea Beckmann conveyed the property subject to "[c]onditions, restrictions, reservations, limitations, and easements of record." (R. 741–42). Likewise, when the Beckmanns conveyed the property to Robert and Maryann Yentzer in 1999, the deed again transferred the property "[s]ubject to current taxes, easements and restrictions of record." (R. 555; 697). These deeds constitute muniments of title disclosing recorded restrictions affecting the property and therefore satisfy the preservation requirement of 712.03(1). As in *Sunshine Vistas* and *Barney*, the recorded deeds placed subsequent purchasers on notice that the property remained subject to subdivision restrictions.

Appellant's interpretation of MRTA would also produce consequences inconsistent with the statute's purpose and the manner in which subdivision developments are commonly recorded in Florida. Residential subdivisions throughout the state routinely rely on recorded plats, declarations, and deed references to "restrictions of record" to disclose the existence of subdivision covenants governing the lots within the development. If such references were deemed insufficient to satisfy MRTA's preservation requirements, thousands of longstanding subdivision covenants across Florida would be subject to extinguishment despite being repeatedly disclosed within the public record chain of title. Nothing in MRTA suggests

the Legislature intended such a result. To the contrary, the statute was enacted to eliminate hidden claims to property—not subdivision covenants that remain identifiable from the public records.

Appellant also argues that the deed references to "restrictions of record" are insufficiently specific to satisfy section 712.03(1). That argument is inconsistent with the manner in which subdivision restrictions are preserved within the chain of title. As the Florida Supreme Court explained in *Sunshine Vistas Homeowners Association*, MRTA does not extinguish subdivision covenants where the deeds describe the property by reference to the recorded subdivision plat and convey the property subject to covenants and restrictions of record. 623 So.2d at 492. Because the recorded plat identifies the subdivision in which the restrictive covenants were imposed, references within the chain of title placing purchasers on notice of those recorded subdivision restrictions satisfy the statutory preservation requirement. *See Id*.

This case presents the same circumstance. The recorded subdivision plat itself further reinforces that the restrictions affecting the property were disclosed within the public record chain of title. A recorded plat identifies the subdivision in which the lots are located and places purchasers on notice that the property is part of a common development governed by

recorded restrictions affecting the lots within that subdivision. As the Florida Supreme Court recognized in *Sunshine Vistas Homeowners Association*, reference to a recorded plat satisfies MRTA's identification requirement because the plat constitutes the recorded title transaction establishing the subdivision scheme governing the property. *Sunshine Vistas Homeowners Association*, 623 So.2d at 492. Here, the plat for Tropical Bay Third Addition was recorded in Plat Book 5 at Page 81 of the Monroe County public records and identifies Lots 6 and 7 as part of that subdivision. (R. 478; 486; 692; 726). Because the plat itself discloses the subdivision in which the restrictions apply, purchasers were placed on notice that the property was subject to recorded subdivision covenants.

Here, the deeds conveying Lots 6 and 7 expressly referenced restrictions of record affecting the property, and the subdivision plat and declaration imposing those restrictions were recorded in the public records. (R. 478; 486; 487). Those recorded restrictions include the declaration governing the subdivision and the subsequently recorded Amended Deed Restrictions adopted by the property owners. Accordingly, the restrictions were disclosed within the chain of title and were not the type of hidden interests MRTA was designed to extinguish.

B. The 1997 Amended Deed Restrictions Independently Constitute a Recorded Title Transaction Affecting the Property.

The public records also contain an additional instrument that independently preserves the restrictions affecting the property. On June 26, 1997, the Amended Deed Restrictions for Tropical Bay Third Addition were recorded in the Monroe County public records. (R. 496–554). Those restrictions were not merely recorded by the association; they were executed and expressly adopted by the owners of Lots 6 and 7 at the time, William and Dorothea Beckmann. (R. 540–41; 799–801). In sworn affidavits recorded with the amendments, the Beckmanns specifically identified their property and stated that they "adopt, ratify, and agree to the amendments." *Id*. By executing the recorded amendments, the Beckmanns subjected their property to the amended restrictions governing the subdivision.

Under MRTA, a "title transaction" includes any recorded instrument that affects title to an estate or interest in land. § 712.01(6), Fla. Stat. The recorded 1997 Amended Deed Restrictions also independently preserve the subdivision covenants under section 712.03(4). The amendments were recorded in the Monroe County public records on June 26, 1997 and were expressly executed and adopted by the owners of Lots 6 and 7, William and Dorothea Beckmann. (R. 496–554; 540–41; 799–801). Under MRTA, a

"title transaction" includes any recorded instrument that affects title to an estate or interest in land. § 712.01(6), Fla. Stat. The Amended Deed Restrictions impose binding obligations that run with the land, including mandatory association membership, assessment obligations, and enforcement rights affecting the property itself. These recorded servitude obligations constitute legally recognized interests in land and therefore qualify as a title transaction within the meaning of section 712.01(6). Because the instrument creates and governs enforceable property interests affecting Lots 6 and 7 and was recorded after the effective date of the root of title, it falls within the preservation exception contained in section 712.03(4).

Appellant relies on *Cunningham v. Haley*, 501 So.2d 649 (Fla. 5th DCA 1986), *Matissek v. Waller*, 51 So. 3d 625 (Fla. 2d DCA 2011), and *Berger v. Riverwind Condominium Association*, 252 So. 3d 827 (Fla. 2d DCA 2018) to argue that the Amended Deed Restrictions cannot be preserved under MRTA. Those decisions, however, apply the same controlling principle: MRTA extinguishes restrictions that do not appear within the public record chain of title affecting the property. When the restrictions are disclosed within the chain of title, they are preserved.

In *Cunningham*, the court addressed the meaning of the term "muniments of title" in the context of documents establishing ownership of property. *See Cunningham*, 501 So.2d at 652–53. The case did not involve subdivision restrictions executed by the owners of the property and recorded as instruments affecting interests in land. Unlike the documents discussed in *Cunningham*, the 1997 Amended Deed Restrictions directly impose obligations affecting the property, including membership in the association, enforcement rights, and restrictions governing the use of the lots. Because the recorded instrument affects the property interests of Lots 6 and 7 and was executed by the owners of those lots, it constitutes a recorded instrument affecting interests in land within the meaning of section 712.01(6), Florida Statutes.

Likewise, in *Matissek*, the court concluded that amendments to restrictive covenants did not preserve the restrictions under MRTA because the amendments were recorded outside the chain of title of the property owners involved and did not constitute a title transaction affecting the property. *See Matissek*, 51 So. 3d at 629–30. The court emphasized that the amendments were not executed by the property owners and were not disclosed within the chain of title of the lot at issue. *See Id*. That circumstance is not present here. The 1997 Amended Deed Restrictions

were executed and adopted by the owners of Lots 6 and 7 themselves and were recorded in the public records as restrictions governing the subdivision. (R. 540–41; 799–801). The Beckmanns later conveyed the property by deed expressly subject to restrictions of record. (R. 555; 697). Unlike the amendments in *Matissek*, the restrictions here were adopted by the property owners and disclosed within the chain of title affecting the property.

Berger applied the same principle. There, the court held that MRTA extinguished condominium restrictions because the association relied on amendments that did not appear in the chain of title and the deeds did not contain references sufficient to preserve the restrictions. *See Berger*, 252 So. 3d at 830–31. *Berger* therefore confirms the central principle governing MRTA cases: restrictions are preserved when they remain identifiable within the chain of title affecting the property. Here, unlike in *Berger*, the subdivision restrictions appear repeatedly within the public record chain of title. The subdivision plat for Tropical Bay Third Addition was recorded in Plat Book 5 at Page 81 of the Monroe County public records. (R. 478; 486; 692; 726). The 1967 Declaration of Restrictions expressly referenced that recorded plat and applied to all lots within the subdivision. (R. 487). The

deeds conveying Lots 6 and 7 likewise transferred the property subject to "restrictions of record." (R. 741–42; 555; 697).

In addition, the owners of Lots 6 and 7 personally executed and adopted the recorded 1997 Amended Deed Restrictions governing the subdivision. (R. 540–41; 799–801). These repeated disclosures within the public record chain of title are precisely the type of notice that MRTA preserves under section 712.03.

Simply put, this case presents the opposite circumstances of those cited by Appellant. The subdivision restrictions governing Lots 6 and 7 appear repeatedly in the public record chain of title. The recorded subdivision plat identified the property within Tropical Bay Third Addition, the 1967 Declaration of Restrictions referenced that plat, the deeds conveying the property transferred the lots subject to "restrictions of record," and the owners of Lots 6 and 7 personally executed and recorded the 1997 Amended Deed Restrictions. (R. 478; 486; 487; 741–42; 555; 697; 540–41; 799–801). Because the restrictions were repeatedly disclosed within the chain of title affecting the property, they are not the type of hidden interests MRTA was designed to extinguish. Indeed, these repeated references within the public record chain of title are precisely the type of disclosures that MRTA preserves under section 712.03(1).

Moreover, the recorded 1997 Amended Deed Restrictions independently qualify as a recorded instrument affecting interests in land. Under MRTA, a "title transaction" includes any recorded instrument that affects title to an estate or interest in land. § 712.01(6), Fla. Stat. Because the Amended Deed Restrictions impose enforceable obligations affecting the ownership and use of the lots and were executed by the owners of Lots 6 and 7, they constitute a title transaction recorded after the effective date of the root of title and therefore fall within the preservation exception contained in section 712.03(4).

Thus, even under the authorities cited by Appellant, the restrictions governing Tropical Bay Third Addition remain preserved. Unlike the circumstances presented in *Cunningham*, *Matissek*, and *Berger*, the restrictions affecting Lots 6 and 7 were adopted by the property owners, recorded in the public records, and repeatedly disclosed within the chain of title affecting the property.

C. The Recorded Amendments Independently Preserve the Covenants Under §712.05(2)(b).

Finally, MRTA also provides an independent statutory mechanism by which property owners' associations may preserve community covenants from extinguishment. Section 712.05(2)(b), Florida Statutes, provides that

"[a] property owners' association may preserve and protect a community covenant or restriction from extinguishment by the operation of this chapter by filing for record, at any time during the 30-year period immediately following the effective date of the root of title ... an amendment to a community covenant or restriction that is indexed under the legal name of the property owners' association and references the recording information of the covenant or restriction to be preserved." § 712.05(2)(b), Fla. Stat.; *see also Holland v. Hallaway*, 438 So.2d 456, 468 (Fla. 5th DCA 1983) (noting that section 712.05 provides "a method of filing, during the operative 30 year period, a recorded notice of a claim of interest in land which prevents the noticed and claimed interest from being extinguished by [MRTA]"); *Wilson v. Kelly*, 226 So.2d 123 (Fla. 2d DCA 1969) ("A claimant will not be cut off if he has been a party to any title transaction recorded within a period of not less than thirty years or if he files a simple notice prescribed by [MRTA] during the time allowed for this purpose").

The recorded 1997 Amended Deed Restrictions satisfy this preservation mechanism. The amendments expressly reference the subdivision covenants governing Tropical Bay Third Addition and were recorded in the Monroe County public records. (R. 496–554). Because the amendments reference the recorded declaration of restrictions governing

the subdivision and were recorded within the statutory period, they independently preserved the community covenants under the mechanism provided by section 712.05(2)(b).

Although the trial Court did not enter summary judgment based on section 712.05(2)(b), this Court may do so under the "Tipsy Coachman Doctrine," permits an appellate court to "affirm a trial court's decision that was correct in result, but based on the wrong reason, if there is record evidence of any theory or principle of law that would support the order." *State v. S.V.*, 958 So.2d 609, 612 n. 3 (Fla. 4th DCA 2007) (citing *Dade County Sch. Bd. v. Radio Station WQBA,* 731 So.2d 638, 644 (Fla.1999).

Accordingly, even if the original declaration were not otherwise preserved within the chain of title, the recorded amendments independently preserved the subdivision covenants from extinguishment under MRTA.

The subdivision covenants governing Tropical Bay Third Addition were not hidden or stale interests of the type MRTA was designed to extinguish. The restrictions were repeatedly disclosed in the public record chain of title, were expressly adopted by the owners of Lots 6 and 7 through the recorded Amended Deed Restrictions, and were later incorporated into the deeds conveying the property. Under these circumstances, MRTA does not operate to extinguish the subdivision

restrictions. Thus, the subdivision covenants governing Tropical Bay Third Addition remain preserved under MRTA because they were repeatedly disclosed within the public record chain of title and reaffirmed through the recorded Amended Deed Restrictions executed by the owners of Lots 6 and 7. Once preserved under MRTA, those recorded restrictions remain enforceable as covenants running with the land under well-established Florida law.

II. The 1997 Amended Deed Restrictions Constitute New Covenants Running With the Land.

Even if this Court were to conclude that the original 1967 Declaration of Restrictions was extinguished by MRTA, the 1997 Amended Deed Restrictions independently impose enforceable covenants affecting Lots 6 and 7. Florida law recognizes that recorded subdivision covenants constitute enforceable interests in land that bind subsequent purchasers where the covenants touch and concern the property, the parties intend the covenants to run with the land, and purchasers take title with notice of the restrictions.

Community covenants and restrictions are defined by statute as agreements or limitations contained in recorded instruments that subject property to use restrictions enforceable by a property owners' association

or authorize an association to impose assessments on the parcel or its owner. *See* § 712.01(1)(a)–(b), Fla. Stat. A "covenant or restriction" is broadly defined as "any agreement or limitation contained in a document recorded in the public records of the county in which a parcel is located which subjects the parcel to any use or other restriction or obligation." § 712.01(2), Fla. Stat. Such restrictions serve an important public purpose by enabling purchasers of property to control the development and use of property in the surrounding environment. *See Marco Island Civic Ass'n, Inc. v. Mazzini*, 881 So.2d 99, 101–02 (Fla. 2d DCA 2004).

Covenants contained in recorded instruments pertaining to real property are classified as either real covenants, which run with the land, or personal covenants, which do not. *See Hayslip v. U.S. Home Corp.*, 276 So. 3d 109, 114 (Fla. 2d DCA 2019) (quoting *Palm Beach County v. Cove Club Inv'rs Ltd.*, 734 So.2d 379, 382 n. 4 (Fla. 1999)). A covenant runs with the land when it "touches and concerns" the property and relates to its use, occupation, or enjoyment. *See Maule Indus., Inc. v. Sheffield Steel Prods., Inc.*, 105 So.2d 798, 801 (Fla. 3d DCA 1958). To establish a valid covenant running with the land, a party must show that (1) the covenant touches and concerns the land, (2) the parties intended that the covenant run with the land, and (3) the party against whom enforcement is sought had notice of

the restriction. S*ee Hayslip*, 276 So. 3d at 114–15 (quoting *Winn-Dixie Stores, Inc. v. Dolgencorp, Inc.*, 964 So.2d 261, 265 (Fla. 4th DCA 2007)).

Each of these elements is satisfied here. First, the Amended Deed Restrictions plainly touch and concern the land. The restrictions govern the use and development of the lots within Tropical Bay Third Addition and impose obligations that directly affect the ownership and enjoyment of the property, including mandatory membership in the Association and the obligation to pay annual and special assessments for the maintenance and benefit of the subdivision. (R. 500–03; 759–62). Florida courts consistently recognize that such obligations constitute covenants running with the land. *See Balzer v. Indian Lake Maintenance, Inc.*, 346 So.2d 146, 150 (Fla. 2d DCA 1977) (upholding a covenant requiring subdivision property owners to pay annual fees to an association responsible for maintaining subdivision facilities and recognizing the enforceability of such covenants where the intent of the parties is clear and the restriction is reasonable).

Second, the Amended Deed Restrictions demonstrate a clear intent that the covenants run with the land. Deed restrictions are contractual in nature and are interpreted under the same principles applicable to contracts. *See AT & T Wireless Services of Florida, Inc. v. WCI Communities, Inc.*, 932 So.2d 251, 254 (Fla. 4th DCA 2005). When the

language of a covenant is clear, the plain meaning of that language controls. *See Id.* at 255. Although restrictive covenants limiting the free use of property are not favored, Florida courts nevertheless enforce them where the parties' intent is clear and the restriction is within reasonable bounds. *See Moore v. Stevens*, 106 So. 901, 903 (Fla. 1925). Courts must also interpret contractual provisions in a manner that gives effect to all provisions of the agreement rather than rendering any portion meaningless. *See Silver Shells Corp. v. St. Maarten at Silver Shells Condo. Ass'n*, 169 So. 3d 197, 203–04 (Fla. 1st DCA 2015).

Here, the Amended Deed Restrictions were adopted pursuant to the amendment provisions contained in the original declaration governing the subdivision. Florida courts consistently uphold amendments to subdivision restrictions adopted pursuant to such amendment provisions. *See Bay Island Towers, Inc. v. Bay Island-Siesta Ass'n*, 316 So.2d 574, 576 (Fla. 2d DCA 1975) (holding that a modification of subdivision restrictions executed pursuant to the amendment clause in the declaration was valid and enforceable so long as the modification was not unreasonable with respect to the general scheme of development). Consistent with that authority, the owners of Lots 6 and 7, William and Dorothea Beckmann, executed sworn affidavits expressly adopting and agreeing to the 1997 Amended Deed

Restrictions governing Tropical Bay Third Addition. (R. 540–41; 799–801). Those recorded instruments expressly subjected the property to the amended covenants governing the subdivision. Having voluntarily executed and recorded the Amended Deed Restrictions, **the owners of Lots 6 and 7** subjected the property to those covenants and cannot now disavow the very restrictions they adopted.

Third, the record demonstrates that subsequent purchasers had notice of the restrictions. Florida law recognizes three forms of notice relevant to covenants running with the land: actual notice, constructive notice, and implied actual notice. *See Winn-Dixie*, 964 So.2d at 265. Constructive notice arises when restrictions appear in recorded instruments within the chain of title, including deeds or plats recorded by a common grantor. *See Id.*; *see also* § 695.01(1), Fla. Stat. Implied actual notice exists where a purchaser has information that would lead a reasonable person to inquire further but fails to investigate the restrictions that such inquiry would reveal. *See Winn-Dixie*, 964 So.2d at 265–66.

The record also demonstrates that Appellant had actual knowledge of the Association and the restrictions governing the subdivision. Appellant purchased the property with knowledge of the Association and the Amended Deed Restrictions and paid $888.22 in association dues. (R. 346;

575; 576). Those dues are used by the Association for the improvement and maintenance of the common areas, property, and canals within the subdivision. (R. 484; 501–02; 760–62). Appellant's payment of association dues confirms both notice of the governing covenants and recognition of the Association's authority under the recorded restrictions. A purchaser who acquires property with knowledge of recorded subdivision covenants and accepts the benefits of those covenants cannot later disavow the obligations that accompany them. Having purchased the property with knowledge of the Association and the recorded restrictions—and having paid association dues pursuant to those restrictions—Appellant cannot now disavow the very covenants under which those dues were imposed.

Furthermore, the Amended Deed Restrictions were recorded in the Monroe County public records and therefore provided constructive notice to all subsequent purchasers of Lots 6 and 7. Moreover, when the Beckmanns later conveyed the property in 1999, the deed expressly transferred the property subject to "easements and restrictions of record." (R. 555; 697). Because the recorded Amended Deed Restrictions were already part of the public record, the purchasers took title with notice that the property was subject to those restrictions.

Finally, Florida recognizes that subdivision covenants adopted as part of a common development scheme are enforceable by the property owners benefiting from the restrictions and by the homeowners' association acting on their behalf. *See Waterview Towers Condominium Ass'n, Inc. v. City of West Palm Beach*, 232 So. 3d 401, 409–11 (Fla. 4th DCA 2017). Where property owners acquire their lots from a common grantor subject to a general development scheme, the burdens and benefits of the restrictions run with the land and may be enforced among the lot owners themselves. See *Id.* at 411. Even in the absence of a formal general scheme, restrictive covenants may be enforced between neighboring landowners where the covenants create reciprocal benefits or constitute equitable servitudes on the land. See *Id.* at 409 (citing *Rea v. Brandt*, 467 So.2d 368 (Fla. 2d DCA 1985)).

The Amended Deed Restrictions here operate precisely in that manner. The restrictions govern the use and development of lots within Tropical Bay Third Addition, require membership in the Association, and authorize the collection of assessments for the maintenance and benefit of the subdivision. (R. 500–03; 759–62). These obligations affect the use and enjoyment of the land and provide reciprocal benefits to all property owners within the subdivision.

Accordingly, even if the original declaration of restrictions were deemed extinguished under MRTA, the recorded 1997 Amended Deed Restrictions independently impose enforceable covenants running with the land. Because the covenants touch and concern the property, were intended to run with the land, and were recorded in the public records providing notice to subsequent purchasers, the restrictions remain fully enforceable against Lots 6 and 7.

Even assuming that the original 1967 Declaration of Restrictions was extinguished under MRTA, the 1997 Amended Deed Restrictions independently created enforceable covenants running with the land that bind Lots 6 and 7. Because those covenants were executed by the property owners, recorded in the public records, and incorporated into the chain of title affecting the property, they remain fully enforceable against Appellant.

Whether analyzed under MRTA or under the settled principles governing covenants running with the land, the restrictions governing Tropical Bay Third Addition remain valid and enforceable against Lots 6 and 7. Because the recorded restrictions constitute valid covenants running with the land and govern the obligations of property owners within the subdivision, the Association is authorized to enforce those restrictions affecting the property.

III. The Association Has Standing to Enforce the Recorded Restrictions.

Appellant's challenge to the Association's standing is likewise without merit. Florida's Homeowners' Association Act expressly authorizes an association to enforce community covenants affecting the subdivision. Section 720.303(1), Florida Statutes, provides that a homeowners' association "may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all members concerning matters of common interest to the members." § 720.303(1), Fla. Stat. Enforcement of subdivision covenants governing the use of lots and the obligations of property owners plainly constitutes a matter of common interest within the meaning of the statute.

The governing restrictions themselves independently confer enforcement authority. The Amended Deed Restrictions provide that the Association, "or any owner of record in the subdivision, shall have the right to enforce, by any proceedings at law or equity, all restrictions and covenants." (R. 481; 503; 696; 762). Recorded restrictive covenants constitute contractual obligations running with the land, and the parties to those covenants may designate who is entitled to enforce them. *See, e.*g., *Waterview Towers Condominium Association, Inc*., 232 So. 3d at 409–11.

Here, the recorded restrictions expressly authorize enforcement by the Association, and Florida law independently empowers homeowners' associations to bring actions concerning matters affecting the subdivision. Because Appellant purchased the property subject to those recorded restrictions and their enforcement provisions, the Association had both statutory and contractual authority to enforce the covenants governing Tropical Bay Third Addition.

Moreover, because the record demonstrates that the subdivision restrictions were preserved under MRTA, constitute valid covenants running with the land, and are enforceable by the Association under both the governing documents and Florida statute, the judgment may be affirmed on any of these independent grounds supported by the record. Accordingly, the trial court correctly concluded that the restrictions governing Tropical Bay Third Addition remain enforceable, and the judgment should be affirmed.

CONCLUSION

Accordingly, Appellee respectfully requests that this Court affirm the trial court's Final Summary Judgment.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been filed via the Florida Courts E-Filing Portal and served via Electronic Mail to all parties of record, as shown on the attached Service List, this 16th day of March 2026.

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Certificate of Type Size and Style

I HEREBY CERTIFY that the foregoing Brief has been computer generated in 14-point Arial font and is compliant with word count limit requirements pursuant to Fla. R. App. P. 9.045 and 9.210.

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