A FLORIDA REAL-ESTATE OWNERSHIP GUIDE

Ways to Hold Title to a Single-Family Property in Florida

A Guide to Individual, Joint, Trust, Business-Entity, Vacation-Rental, and Power-of-Attorney Ownership

Informational purposes only. This guide does not provide legal, tax, accounting, estate-planning, lending, insurance, investment, or financial advice. Consult a qualified Florida real-estate or estate-planning attorney, CPA or tax advisor, lender, insurance professional, and title company regarding your specific facts before acting.

Prepared by Kinsey Haddock, P.A. | Broker Associate – REALTOR®, Coldwell Banker Realty | Panhandle, Florida

Important Notice

This guide is provided for general informational and educational purposes only. It does not provide legal, tax, accounting, estate-planning, lending, insurance, investment, or financial advice.

How title is held can affect ownership rights, inheritance, probate, creditor protection, divorce, taxation, financing, insurance, Florida homestead benefits, and the ability to sell or mortgage a property.

Buyers and property owners should consult a qualified Florida real-estate or estate-planning attorney, CPA or tax advisor, lender, insurance professional, and title company before selecting or changing an ownership structure.

A real-estate professional may help identify questions and coordinate the transaction, but the decision regarding how title should be held should be made by the buyer after receiving appropriate professional advice.

Table of Contents

Table of Contents

1. Understanding Title and Ownership

"Title" refers to legal ownership of real property. A deed is the legal document generally used to transfer title from the current owner—the grantor—to the new owner—the grantee.

The ownership language placed on the deed can determine:

- Who legally owns the property
- Whether ownership interests are equal or unequal
- Whether an owner's interest passes automatically at death
- Whether an ownership interest may pass through probate
- Whether one owner can transfer an interest independently
- Who must sign a future deed or mortgage
- Whether certain creditor protections may apply
- Whether Florida homestead treatment may be available

The purchase contract identifies the intended buyer, but the recorded deed ultimately establishes how legal title is vested.

The decision about how title should be held should be made before the deed and closing documents are prepared.

Title is different from the mortgage

The deed identifies who owns the property. The promissory note identifies who owes the loan debt. The mortgage provides the lender with a lien against the property.

The individuals signing the note are not always identical to everyone named on the deed. However, lenders generally establish their own requirements about borrowers, titleholders, trusts, entities, spouses, and authorized signers.

Deed language matters

Small differences in deed language can create substantially different ownership rights. For example:

- Two names without survivorship language may create a tenancy in common.
- Express survivorship language may create a joint tenancy with right of survivorship.
- A deed to a legally married couple may create tenancy-by-the-entirety ownership.
- A deed reserving a life estate creates present and future ownership interests.

The deed should be prepared or approved by a qualified Florida attorney or closing professional authorized to prepare it.

2. Sole Ownership

Sole ownership means one person owns the entire property.

Example vesting language

John A. Smith, a single man

Other descriptions may include:

Jane A. Smith, an unmarried woman
John A. Smith, a married man
Jane A. Smith, a widow
John A. Smith, a widower
Jane A. Smith, a divorced woman

Characteristics

- One individual owns 100% of the property.
- That owner generally controls decisions concerning the property.
- The owner may sell, lease, or mortgage the property, subject to applicable laws, loan terms, liens, and homestead restrictions.
- At death, the property may pass through a will, trust, probate proceeding, or Florida intestacy law.
- There is no automatic surviving co-owner unless another estate-planning structure has been established.

Married individuals

A married person may acquire property in their individual name. However, if the property becomes the owner's Florida homestead, the non-owner spouse may still have constitutional rights.

The non-owner spouse may need to join in a future deed or mortgage even though that spouse is not named as an owner.

Sole ownership should not be used to attempt to defeat a spouse's legitimate homestead or marital rights.

3. Tenancy by the Entirety

Tenancy by the entirety is a form of joint ownership available to legally married spouses.

Example vesting language

John A. Smith and Jane B. Smith, husband and wife, as tenants by the entirety

Characteristics

- The married couple owns the property together as one legal unit.
- Each spouse is treated as having an undivided interest in the entire property.
- Neither spouse can generally transfer the entire property independently.
- Both spouses normally must sign a deed or mortgage.
- When one spouse dies, the surviving spouse automatically continues as the sole owner.
- Probate is generally avoided at the first spouse's death.
- The property may receive protection from a creditor of only one spouse, although important exceptions apply.
- Obligations owed jointly by both spouses may affect the property.

Requirements

Tenancy by the entirety generally depends on the parties being legally married when the ownership is created and on the required characteristics of the ownership being present.

Unmarried partners cannot own property as tenants by the entirety.

Divorce

Divorce generally converts tenancy-by-the-entirety ownership into tenancy in common unless the final judgment, marital settlement agreement, or a later deed provides otherwise.

Creditor considerations

Tenancy by the entirety may provide valuable protection from certain creditors of only one spouse. It does not necessarily protect against:

- Joint debts
- Federal tax claims
- Mortgage foreclosure
- Property taxes
- Construction liens
- Fraudulent transfers
- Other legally recognized exceptions

Creditor protection should be evaluated by a qualified attorney based on the owners' circumstances.

4. Tenancy in Common

Tenancy in common allows two or more people or entities to own interests in the same property.

Equal ownership example

John A. Smith and Mary B. Jones, as tenants in common, each owning an undivided 50% interest

Unequal ownership example

John A. Smith, as to an undivided 70% interest, and Mary B. Jones, as to an undivided 30% interest, as tenants in common

Characteristics

- Owners may hold equal or unequal percentages.
- Each owner generally has the right to use and possess the property, subject to the rights of the other owners.
- A stated percentage does not automatically give an owner exclusive possession of a particular room or portion of the property.
- Each owner may generally transfer their individual interest.
- An owner's interest does not automatically pass to the other owners at death.
- The deceased owner's interest may pass through a will, trust, probate, or intestate succession.
- A creditor may potentially reach the interest of the person who owes the debt.
- A co-owner may seek a partition action that could result in division or a court-ordered sale.

Common uses

Tenancy in common may be considered by:

- Unmarried couples
- Family members
- Friends purchasing together
- Parents and adult children
- Investment partners
- Buyers making unequal contributions
- Owners who want their respective shares to pass to different heirs

Co-ownership agreement

A separate written co-ownership agreement should be considered. It may address:

- Down-payment contributions
- Ownership percentages
- Mortgage payments
- Taxes and insurance

- Repairs and improvements
- Occupancy
- Personal-use schedules
- Rental income
- Reserve accounts
- Sale decisions
- Buyout rights
- Death or disability
- Default by an owner
- Dispute resolution
- Partition rights

In Florida, a transfer to multiple people generally creates a tenancy in common unless valid survivorship or tenancy-by-the-entirety language applies.

5. Joint Tenancy with Right of Survivorship

Joint tenancy with right of survivorship allows multiple owners to hold title with automatic survivorship rights.

Example vesting language

> *John A. Smith and Mary B. Jones, as joint tenants with right of survivorship and not as tenants in common*

Characteristics

- Owners generally hold equal interests.
- Each owner has a right to possess and use the property.
- When one owner dies, that owner's interest automatically passes to the surviving joint owner or owners.
- The deceased owner's interest generally avoids probate.
- A deceased owner normally cannot leave that interest to someone else through a will.
- A transfer by one owner may sever the survivorship arrangement as to the transferred interest.
- A creditor may potentially reach the ownership interest of the person who owes the debt.

Exact language matters

Florida generally requires the deed to expressly create the right of survivorship.

Simply placing two unmarried people's names on a deed does not automatically create survivorship rights. If the deed is silent, the ownership may be treated as tenancy in common.

6. Traditional Life Estate

A traditional life estate allows one person to retain the right to possess and use the property during their lifetime while identifying who receives ownership afterward.

Example vesting concept

John A. Smith, reserving a life estate, with the remainder to Mary Smith and Robert Smith

Parties

- Life tenant: The person entitled to occupy and use the property during life.
- Remaindermen: The people or entities entitled to full possession after the life tenant's death.

Characteristics

- The life tenant may occupy and use the property during their lifetime.
- The remainder beneficiaries receive a present future interest.
- The property may pass to the remainder beneficiaries outside probate.
- Selling or mortgaging the entire property generally requires cooperation from the life tenant and remainder beneficiaries.
- The life tenant may have responsibility for ordinary expenses and maintenance.
- The remainder beneficiaries' judgments, divorces, bankruptcies, or deaths may create complications.

Important limitation

A traditional life-estate deed may be difficult or impossible for the original owner to revoke unilaterally after it has been properly delivered.

The owner should not create a traditional life estate without understanding the control that may be given to the remainder beneficiaries.

7. Enhanced Life Estate—Lady Bird Deed

An enhanced life-estate deed is commonly called a "Lady Bird deed."

Example vesting concept

> *John A. Smith retains an enhanced life estate, with the remainder passing to Mary Smith and Robert Smith upon his death*

Characteristics

When properly drafted, the owner may retain broader powers than under a traditional life estate, potentially including the ability to:

- Occupy and use the property
- Sell the property
- Mortgage the property
- Lease the property
- Change the remainder beneficiaries
- Revoke the future interest

At death, the remaining property may pass to the named beneficiaries outside probate.

Matters requiring professional review

- Florida homestead rights
- Spousal rights
- Minor children
- Existing mortgages
- Medicaid planning
- Gift and estate taxes
- Capital-gains basis
- Documentary-stamp taxes
- Property-tax reassessment
- Beneficiary creditor problems
- Insurance requirements

"Lady Bird deed" is an informal name. The recorded deed must contain the appropriate legal provisions to create the intended enhanced life estate.

8. Revocable Living Trust

A revocable living trust may hold title as part of an estate plan.

Example vesting language

> *John A. Smith, Trustee of the John A. Smith Revocable Living Trust dated January 15, 2026*

The trustee, acting in that capacity, is generally identified as the titleholder.

Potential advantages

- Avoiding probate for the property
- Providing continuity during incapacity
- Allowing a successor trustee to manage the property
- Coordinating the property with a broader estate plan
- Controlling how beneficiaries receive the property
- Preserving privacy in certain estate-administration matters

Important considerations

- A revocable trust generally does not protect the grantor's property from the grantor's creditors.
- The trust must be properly created and funded.
- The deed must use the correct trustee and trust information.
- Mortgage and lender requirements must be reviewed.
- Property and liability insurance must identify the appropriate insured parties.
- Florida homestead language and eligibility require careful review.
- Transferring an already-mortgaged property should be coordinated with the lender, insurer, attorney, and title company.

9. Joint Revocable Trust

A married couple may create a joint revocable trust.

Example vesting language

> *John A. Smith and Jane B. Smith, Trustees of the Smith Family Revocable Trust dated January 15, 2026*

Possible purposes

- Coordinated estate planning
- Incapacity planning
- Probate avoidance
- Management by a successor trustee
- Planning for children or other beneficiaries
- Blended-family planning

Matters to evaluate

- Florida homestead protection
- Tenancy-by-the-entirety protection
- Creditor exposure
- Tax basis at each spouse's death
- Divorce
- Remarriage
- Death of the first spouse
- Separate versus marital property
- Authority of each trustee
- Ability to amend or revoke the trust

Transferring tenancy-by-the-entirety property into a trust may alter important protections if the trust and deed are not properly structured.

10. Irrevocable Trust

An irrevocable trust may hold residential property for specialized planning purposes.

Example vesting language

Jane A. Smith, Trustee of the Smith Irrevocable Residence Trust dated January 15, 2026

Possible uses

- Estate-tax planning
- Asset-protection planning
- Elder-law planning
- Medicaid planning
- Long-term family ownership
- Special-needs planning
- Charitable planning

Important tradeoffs

- The person transferring the property may give up substantial control.
- The transfer may have gift-tax consequences.
- Financing or refinancing may become more complicated.
- Homestead qualification may be affected.
- Capital-gains and income-tax treatment may change.
- Selling the property may require trustee or beneficiary approval.
- The transfer may trigger mortgage, insurance, or property-tax issues.

An irrevocable trust should be created and funded only with advice from qualified legal and tax professionals.

11. Florida Community Property Trust

A Florida community property trust is a specialized structure available to qualifying married couples.

Example vesting language

> *John A. Smith and Jane B. Smith, Trustees of the Smith Florida Community Property Trust dated January 15, 2026*

Potential planning purposes

- Coordinated ownership between spouses
- Estate planning
- Federal income-tax basis planning
- Management during incapacity
- Probate avoidance

Issues requiring careful analysis

- Creditor protection
- Florida homestead
- Tenancy-by-the-entirety protection
- Tax basis
- Divorce
- Death of either spouse
- Separate and marital property rights
- Existing mortgages
- Insurance coverage

This is a specialized legal and tax-planning structure and should not be selected without professional advice.

12. Limited Liability Company—LLC

An LLC may purchase and own a single-family property.

Example vesting language

Coastal Property Holdings, LLC, a Florida limited liability company

Common uses

- Long-term rental property
- Short-term vacation rental
- Investment property
- Property owned by multiple investors
- Development or renovation project
- Business-operated housing

Potential advantages

- Separating property ownership from personal ownership
- Centralized management
- Allowing multiple members to hold ownership percentages
- Establishing rules through an operating agreement
- Potential liability-management benefits
- Potential estate or tax-planning flexibility
- Easier tracking of rental income and expenses
- Establishing buyout and succession procedures

Important limitations

An LLC does not:

- Replace appropriate property and liability insurance
- Guarantee protection from every lawsuit or creditor
- Protect an owner from their own negligence or misconduct
- Eliminate personal guarantees required by a lender
- Automatically reduce taxes
- Automatically create deductions
- Override rental restrictions
- Automatically preserve Florida homestead benefits

Residential financing may be more limited or expensive when an LLC will hold title. An LLC is generally more naturally suited to investment property than an owner-occupied primary residence.

13. Corporation

A corporation may own a single-family property.

Example vesting language

Coastal Property Holdings, Inc., a Florida corporation

Common uses

- Investment operations
- Development or resale activity
- Business-owned housing
- Employee or officer housing
- Properties held as part of a larger business

Potential concerns

- Financing limitations
- Corporate tax consequences
- Possible taxable distributions
- Insurance requirements
- Lack of individual Florida homestead benefits
- Corporate formalities
- Authority to purchase, mortgage, or sell
- Personal guarantees
- Potential complications when transferring appreciated property out of the corporation

A corporation can own, hold, mortgage, lease, and sell real property, subject to its governing documents and applicable law.

A buyer should not select corporate ownership solely because the word "corporation" appears to offer protection. The complete tax and legal consequences should be reviewed first.

14. Partnership or Limited Partnership

A partnership may hold real property for business, investment, or family-planning purposes.

General partnership example

Smith and Jones Property Partnership, a Florida general partnership

Limited partnership example

Coastal Family Properties, L.P., a Florida limited partnership

Matters to address

The partnership agreement should identify:

- Ownership percentages
- Capital contributions
- General and limited partners
- Management authority
- Signing authority
- Mortgage responsibility
- Personal guarantees
- Distribution of income
- Repairs and capital improvements
- Sale approval
- Death or withdrawal of a partner
- Buyout rights
- Dispute resolution
- Dissolution procedures

A general partnership can expose partners to substantial personal liability. Legal and tax advice should be obtained before purchasing real estate through a partnership.

15. Estate Ownership During Probate

Following an owner's death, a property may temporarily be associated with the deceased owner's estate.

Example title reference

The Estate of John A. Smith, deceased

The exact title status depends on:

- The recorded deed
- Whether the property was homestead
- Whether survivorship rights existed
- Whether the property was held in trust
- The owner's will
- Florida probate law
- The identity of surviving heirs
- Court orders

A personal representative may need statutory authority, authority under the will, or court approval to sell.

Florida homestead may pass directly to qualified heirs rather than being treated as an ordinary probate asset. A probate attorney and title company should confirm ownership and signing requirements before the property is listed or placed under contract.

16. Guardian or Court-Appointed Fiduciary

A guardian or another court-appointed fiduciary may act for an individual who cannot legally manage the property.

Example signing capacity

Jane A. Smith, as Guardian of the Property of John A. Smith

The person under guardianship generally remains the beneficial owner. The guardian acts under court-supervised authority.

A transaction may require

- Letters of guardianship
- A certified guardianship order
- Court approval
- An appraisal
- Specific contract provisions
- A guardian's deed
- Additional title-underwriting approval
- Confirmation that the guardianship remains active

The court order and governing law determine what the guardian may do.

17. Custodial Ownership for a Minor

Property may sometimes be held by a custodian for a minor.

Example vesting language

John A. Smith, as custodian for Mary A. Smith under the Florida Uniform Transfers to Minors Act

This structure should be approached carefully because a minor cannot independently sign ordinary contracts, deeds, mortgages, or closing documents.

Potential complications include:

- Financing
- Insurance
- Property management
- Liability
- Sale authority
- Court approval
- The age at which control transfers to the beneficiary

Professional legal and tax advice is strongly recommended.

18. Leasehold Ownership

Some single-family properties are located on land that is leased rather than owned in fee simple.

Example concept

> *John A. Smith, owner of the leasehold estate created under the ground lease dated January 15, 2026*

The buyer may own a leasehold interest and possibly the improvements while another party owns the underlying land.

Review should include

- Remaining lease term
- Ground rent
- Rent increases
- Renewal options
- Transfer restrictions
- Lender requirements
- Insurance responsibilities
- Maintenance duties
- Property-tax responsibility
- What happens to improvements when the lease expires

Leasehold ownership is materially different from fee-simple ownership.

19. Choosing an Ownership Structure

The appropriate ownership structure depends on the property and the owners' goals.

Buyer situation	Commonly considered structure
One unmarried buyer	Sole ownership
Married couple purchasing together	Tenancy by the entirety
Unmarried buyers wanting separate inheritance rights	Tenancy in common
Unmarried buyers wanting automatic survivorship	Joint tenancy with right of survivorship
Buyers contributing unequal amounts	Tenancy in common with stated percentages
Parent and adult child	TIC, JTWROS, trust, or enhanced life estate
Owner seeking probate avoidance	Trust, TBE, JTWROS, or enhanced life estate
Long-term rental	Individual, LLC, partnership, or trust
Vacation rental	Individual, LLC, partnership, corporation, or trust
Owner-occupied Florida homestead	Individual, TBE, or properly structured trust
Multiple investors	LLC, partnership, or tenancy in common
Advanced estate planning	Trust, life estate, or enhanced life-estate deed

This table presents common possibilities, not recommendations.

20. Vacation-Rental Ownership and Entity Planning

A vacation rental is both real estate and an operating investment. The owner may receive rental income, contract with guests and vendors, maintain business accounts, collect applicable taxes, and assume responsibilities related to guests' use of the property.

Because vacation rentals involve activities beyond ordinary homeownership, buyers should decide early whether to purchase personally or through an LLC, corporation, partnership, or trust.

There is no single structure appropriate for every vacation rental. The decision depends on:

- Financing
- Number of owners
- Personal use
- Rental strategy
- Liability exposure
- Insurance
- Tax treatment
- Estate planning
- Local licensing
- HOA or community restrictions
- Long-term investment objectives

Personal ownership

Example vesting

John A. Smith, a single man

For a married couple:

John A. Smith and Jane B. Smith, husband and wife, as tenants by the entirety

Why personal ownership may be appropriate

Personal ownership may be considered when:

- The buyer needs conventional second-home financing.
- The lender requires title in the borrowers' individual names.
- The owners plan substantial personal use.
- The property will be rented only occasionally.
- The owners want a simpler structure.
- A married couple wants tenancy-by-the-entirety ownership.
- The property may later become a primary residence.
- The buyer is not prepared to establish and maintain an entity.

Possible disadvantages

- The individuals are directly identified in public ownership records.
- Personal and rental activities may be more difficult to separate.
- A claim involving the rental could be asserted directly against the owner.
- Multiple owners may lack clear management and operating rules.
- Adding or removing an owner may require another deed.
- Probate may be required unless survivorship or estate planning has been established.

Personal ownership does not prevent the property from being operated as a rental. The owner should still maintain appropriate insurance, accounting, rental agreements, licenses, and operating procedures.

LLC ownership for a vacation rental

Example vesting

Emerald Coast Vacation Rentals, LLC, a Florida limited liability company

An LLC is one of the most commonly considered entity structures for vacation-rental ownership.

Why an LLC may be important

An LLC may help:

- Separate rental operations from personal activities
- Establish who owns the investment and in what percentages
- Provide management rules through an operating agreement
- Identify who may sign contracts
- Separate rental income and expenses
- Support dedicated bank and bookkeeping accounts
- Establish procedures for additional properties
- Provide a degree of liability separation when properly maintained and insured
- Establish succession and buyout procedures among investors

What an LLC does not automatically do

An LLC does not:

- Replace appropriate insurance
- Guarantee protection from every lawsuit
- Protect an owner from personal negligence or misconduct
- Eliminate personal loan guarantees
- Automatically reduce income taxes
- Automatically create deductions
- Eliminate local rental restrictions
- Override HOA or condominium rules
- Eliminate licensing or tax-collection duties

- Automatically preserve Florida homestead benefits
- Make a prohibited vacation rental legal

A single-member LLC is generally disregarded as separate from its owner for federal income-tax purposes unless another classification is elected. A multi-member LLC is generally treated as a partnership unless it elects otherwise. Entity formation and tax classification are separate decisions.

Maintaining the LLC

The owners should consider:

- Using the LLC's complete legal name
- Maintaining active registration
- Filing required annual reports
- Following the operating agreement
- Maintaining a separate bank account
- Keeping complete financial records
- Avoiding improper mixing of personal and business funds
- Signing contracts in the correct capacity
- Using the proper name on rental agreements
- Identifying the correct insured parties
- Maintaining sufficient liability coverage
- Documenting member and manager decisions
- Keeping licenses consistent with ownership

Corporation ownership for a vacation rental

Example vesting

Emerald Coast Rental Properties, Inc., a Florida corporation

A corporation may be considered when:

- The rental is part of a larger operating business.
- Multiple properties or employees are involved.
- The owners already use a corporate structure.
- The property is connected with a development, hospitality, or management operation.
- Legal and tax advisors recommend corporate ownership.

Possible disadvantages

- Corporate formalities
- More complicated tax treatment
- Potential consequences when appreciated property is distributed out of the corporation
- Financing restrictions

- Personal guarantees
- Complexity involving personal use
- Loss of individual homestead treatment
- Additional accounting and tax-return obligations

Partnership ownership for a vacation rental

Example vesting

Emerald Coast Vacation Rental Partners, L.P., a Florida limited partnership

A partnership may be considered when multiple investors purchase together.

The partnership agreement should address:

- Ownership percentages
- Capital contributions
- Additional cash requirements
- Financing responsibility
- Personal guarantees
- Management authority
- Personal-use rights
- Rental calendars
- Distribution of rental income
- Repairs and improvements
- Reserve accounts
- Sale approval
- Death or disability
- Divorce or bankruptcy
- Buyout procedures
- Dispute resolution

Trust ownership for a vacation rental

A revocable trust may be considered when probate avoidance, incapacity planning, and inheritance are important.

Example vesting

John A. Smith, Trustee of the John A. Smith Revocable Living Trust dated January 15, 2026

Trust ownership generally does not provide the same liability separation as an LLC. Some investors use a coordinated structure involving an entity and estate-planning documents, but this requires professional legal and tax planning.

When an entity may be beneficial

Entity ownership may be useful when:

- The property will have frequent guest turnover.
- Multiple investors are involved.
- Formal voting and management rules are needed.
- The property will operate as a substantial rental business.
- Employees or contractors will be used.
- Income and expenses need to be clearly separated.
- The owners expect to acquire additional rentals.
- Estate or succession planning is important.
- The property is part of a broader investment operation.

When an entity may not be beneficial

An entity may not be the best choice when:

- The lender will not lend to the entity.
- Entity financing requires a higher rate or down payment.
- The owners plan substantial personal use.
- The property may become a primary residence.
- A married couple wants tenancy-by-the-entirety ownership.
- The structure creates unwanted tax or accounting obligations.
- Insurance becomes difficult or expensive.
- The buyer is unwilling to maintain separate records and accounts.
- The entity would interfere with homestead or estate-planning goals.

Insurance remains essential

An entity does not replace insurance. A vacation rental may require:

- Short-term rental coverage
- Commercial or landlord coverage
- General liability insurance
- Flood insurance
- Wind or named-storm coverage
- Umbrella coverage
- Business-income coverage
- Appropriate coverage for pools, docks, watercraft, bicycles, golf carts, or other amenities

A standard homeowner's policy may exclude or restrict transient-rental activity.

Confirming that rentals are permitted

Before purchasing, investigate:

- City and county ordinances
- Zoning
- Minimum rental periods
- Occupancy restrictions
- Parking requirements
- Fire and life-safety requirements
- State licensing
- Local registration
- Sales and tourist-development taxes
- Business-tax receipts
- HOA or community restrictions
- Existing management agreements

Entity ownership does not override these requirements.

Deciding before making the offer

The simplest time to select an entity is generally before the purchase contract is signed.

Step 1: Confirm intended use

Determine whether the property will be:

- Primarily a personal second home
- A mixed-use second home and rental
- A full-time vacation rental
- A long-term rental
- Part of a larger rental portfolio

Step 2: Discuss financing

Tell the lender:

- The property may be rented.
- An entity may take title.
- Rental income may be used for qualification.
- Personal use may be planned.
- A property manager may operate the home.

The lender can explain whether the loan will be treated as:

- A second-home loan
- An investment-property loan

- A DSCR loan
- A commercial or business-purpose loan
- Another specialized loan

A buyer should not represent a property as a second home if the intended use does not meet the lender's requirements.

Step 3: Consult legal and tax advisors

Discuss:

- Number of owners
- Ownership percentages
- Federal tax classification
- Personal use
- Liability exposure
- Estate planning
- Capital-gains treatment
- Depreciation
- Cost segregation
- Passive-activity rules
- Long-term sale strategy
- Potential 1031 exchange planning

Step 4: Form the entity

If an entity is selected:

1. Choose the legal name.
2. File the formation documents.
3. Appoint a registered agent.
4. Prepare an operating agreement, bylaws, or partnership agreement.
5. Obtain an EIN when required.
6. Identify members, managers, officers, directors, or partners.
7. Approve the purchase through a written resolution.
8. Open a separate bank account.
9. Arrange financing.
10. Arrange appropriate insurance.

Step 5: Write the offer correctly

The contract should use the entity's exact legal name.

LLC example

Emerald Coast Vacation Rentals, LLC, a Florida limited liability company

Corporation example

Emerald Coast Rental Properties, Inc., a Florida corporation

The authorized person should sign in a representative capacity.

Emerald Coast Vacation Rentals, LLC
By: John A. Smith
Its: Manager

Step 6: Deliver documents to title

Provide:

- Formation documents
- Current entity status
- Operating agreement or bylaws
- Ownership and management information
- Transaction resolution
- Statement of authority, when applicable
- EIN
- Signer identification
- Lender information
- Insurance information

Step 7: Coordinate all records

The following should use consistent ownership information:

- Purchase contract
- Loan application
- Appraisal
- Title commitment
- Deed
- Mortgage
- Promissory note
- Insurance
- HOA records
- Utilities
- Rental licenses
- Tax registrations
- Management agreement
- Booking-platform accounts
- Vendor contracts

Changing to an entity during the purchase

A buyer may sign a contract individually and later decide to close through an entity. This change should not be handled informally.

Step 1: Notify everyone

Notify:

- The real-estate professionals
- The seller
- The lender
- The title company
- The insurance professional
- The buyer's attorney and tax advisor

Step 2: Review the contract

Determine:

- Whether assignment is permitted
- Whether seller consent is required
- Whether an addendum is necessary
- Whether the original buyer remains liable
- Whether the entity can replace the individual
- Whether the entity can be added as a buyer
- Whether deadlines are affected

Step 3: Obtain lender approval

Possible outcomes include:

- The lender permits entity ownership.
- The individuals must remain borrowers.
- Personal guarantees are required.
- A trust is permitted but an LLC is not.
- The loan must be re-underwritten.
- Terms or pricing change.
- A different loan program is required.
- The proposed entity cannot be used.

Step 4: Form and document the entity

Complete the formation and provide the governing documents, ownership information, authorization resolution, and signer identification.

Step 5: Amend or assign the contract

Depending on the contract and professional advice, the parties may use:

- A written assignment
- A buyer-name amendment
- An addendum adding the entity
- A new contract
- Another approved document

Seller consent may be required.

Step 6: Update the closing file

Title may need to revise:

- Title commitment
- Deed
- Settlement statement
- Entity affidavits
- Buyer affidavits
- Loan documents
- Association documents
- Tax forms
- Title policy

Step 7: Update insurance and rental planning

Confirm that:

- The correct owner is insured.
- Individuals are included when appropriate.
- Short-term rental activity is covered.
- Wind and flood coverage are sufficient.
- Liability limits are appropriate.
- The property manager is identified.
- Registrations will use the correct name.

Transferring to an entity after closing

Closing individually and later transferring the property to an entity creates a new legal conveyance. It is not merely an administrative name change.

Before transferring, consult:

- The mortgage lender or servicer
- A Florida attorney
- A CPA or tax advisor
- The title company

- The insurance carrier
- The county property appraiser
- The HOA or association

Review:

- Mortgage transfer restrictions
- Due-on-sale provisions
- Documentary-stamp taxes
- Existing mortgage debt
- Property-tax reassessment
- Homestead consequences
- Title-insurance coverage
- Insurance eligibility
- Rental licensing
- Management and vendor contracts

General post-closing process

1. Review the deed and title policy.
2. Review the mortgage.
3. Obtain lender consent when required.
4. Consult legal and tax advisors.
5. Form and document the entity.
6. Determine tax and reassessment consequences.
7. Prepare an attorney-approved deed.
8. Properly execute and notarize the deed.
9. Record it in the county's official records.
10. Update title insurance.
11. Update insurance.
12. Update licenses and tax accounts.
13. Update HOA and management records.
14. Update booking platforms and vendor contracts.
15. Maintain separate entity finances going forward.

21. Corporations and Business Entities at Closing

When a corporation, LLC, partnership, or trust is involved, the title company must verify that the entity legally exists and that the person signing has authority to bind it.

Corporation documentation

Example title

Coastal Property Holdings, Inc., a Florida corporation

Example signature

Coastal Property Holdings, Inc., a Florida corporation
By: John A. Smith
Its: President

Title may request:

- Filed articles of incorporation
- Current Florida Division of Corporations record
- Certificate of status or good standing
- Corporate bylaws
- Names of current directors and officers
- Corporate resolution approving the transaction
- Incumbency certificate
- Meeting minutes or written consent
- Employer Identification Number
- Authorized signer's identification
- Fictitious-name documentation
- Foreign-entity authorization, when applicable

Important clarification about articles of incorporation

Articles of incorporation establish the corporation, but they do not necessarily identify its current officers or prove that a particular officer is authorized to complete a particular real-estate transaction.

Title may also require:

- Current annual report
- Corporate bylaws
- Board resolution
- Shareholder approval
- Secretary's certificate
- Incumbency certificate

- Corporate minutes
- Other proof of signing authority

These records help the title officer verify which individuals are legally authorized to act on behalf of the corporation.

LLC documentation

Example title

Coastal Property Holdings, LLC, a Florida limited liability company

Example signature

Coastal Property Holdings, LLC
By: John A. Smith
Its: Authorized Manager

Title may request:

- Articles of organization
- Certificate of status
- Current Sunbiz record
- Operating agreement
- All amendments
- Member and manager information
- Member or manager resolution
- Statement of authority
- Ownership information
- EIN
- Identification for each required signer

An LLC may be member-managed or manager-managed. Merely owning a membership interest does not always establish authority to sign, particularly when the company is manager-managed.

Partnership documentation

Title may request:

- Partnership agreement
- Certificate of partnership
- Certificate of status
- Amendments
- Names of general and limited partners
- Partnership resolution
- Proof of signing authority

- Documents for any corporation or LLC serving as general partner

If the general partner is itself an entity, title may need to examine both levels of authority.

Trust documentation

Title may request:

- Trust agreement or certification of trust
- All amendments
- Trustee appointment documents
- Confirmation that the trust remains effective
- Identification of the current trustee
- Death certificates for deceased trustees
- Resignation documents for former trustees
- Confirmation of the trustee's powers
- Trustee identification

Why early review matters

Entity records should be delivered before closing documents are prepared.

Closing may be delayed if:

- The entity is inactive or dissolved.
- The contract uses the wrong legal name.
- The signer lacks authority.
- A resolution is missing.
- Governing documents restrict the transaction.
- Required owners have not approved the sale or mortgage.
- The entity was formed in another state.
- Ownership changed without adequate documentation.
- The deed name differs from the registered name.

The title officer must verify the entity's existence and signing authority so the closing can be completed properly and title insurance can be issued.

22. Power of Attorney

A power of attorney, commonly called a POA, allows one person to authorize another person to act on their behalf.

Parties

- Principal: The person granting authority.
- Agent or attorney-in-fact: The person receiving authority.

Example

- Principal: Mary A. Smith
- Agent: John A. Smith

Example signature

Mary A. Smith, by John A. Smith, her attorney-in-fact

The title company should provide the required signature format.

When a POA may be used

A POA may be considered when a person:

- Is traveling
- Cannot attend closing
- Lives outside Florida
- Lives outside the United States
- Is serving in the military
- Has a physical limitation
- Needs assistance managing financial affairs
- Is temporarily unavailable
- Previously executed a durable POA and later became incapacitated
- Needs another authorized person to sign approved documents

A POA is not automatically acceptable merely because it exists. It must be legally sufficient and broad enough for the particular transaction.

Submit the POA early

The complete POA should be delivered to title as early as possible. It should not be presented for the first time at closing.

Title may require:

- The original POA or acceptable certified copy
- Every page, exhibit, and amendment

- Identification for the principal and agent
- Confirmation that the principal is alive
- Confirmation that the POA has not been revoked
- An agent's affidavit
- Evidence that it is durable if the principal is incapacitated
- Express authority involving real estate
- Authority to purchase, sell, mortgage, refinance, lease, or convey
- Property-specific or transaction-specific authority
- Lender approval
- Translation, apostille, or authentication for foreign documents
- Recording in the county's official records

Title and lender approval

The title officer, underwriter, closing attorney, and lender may need to determine:

- Whether the POA was properly executed
- Whether the principal had capacity
- Whether the POA remains effective
- Whether it is durable
- Whether the authority is sufficiently specific
- Whether the agent may sign the deed
- Whether the agent may sign the note and mortgage
- Whether the agent may sign affidavits
- Whether the agent has a personal interest
- Whether additional certifications are required
- Whether the POA must be recorded

Lender approval and title approval are separate. Approval by one does not guarantee approval by the other.

Durable and nondurable POAs

A durable power of attorney is generally written to remain effective if the principal later becomes incapacitated.

A nondurable POA may terminate if the principal becomes incapacitated.

The complete document must be reviewed. Its title alone does not prove that it is valid or sufficient.

A POA ends at death

A POA terminates when the principal dies. The agent cannot continue signing under the POA after the principal's death.

Authority may then pass to:

- A personal representative
- A successor trustee
- A surviving joint owner
- Qualified homestead heirs
- Another person established through probate or estate-planning documents

Homestead and spousal rights

A POA does not automatically eliminate a spouse's Florida homestead rights.

Title must evaluate:

- Marital status
- Existing vesting
- Whether the spouse must join
- Whether the POA grants sufficient authority
- Whether one spouse may sign for the other
- Whether the deed or mortgage satisfies Florida requirements

Responsibilities of the agent

The agent should not:

- Exceed the authority granted
- Continue after revocation
- Continue after the principal's death
- Make unauthorized gifts
- Transfer property to themselves without express authority
- Change survivorship rights without authority
- Use the principal's assets for personal benefit
- Sign documents the POA does not authorize

23. Florida Homestead Considerations

Florida homestead can involve several separate protections:

- Property-tax exemption
- Save Our Homes assessment limitation
- Creditor protection
- Restrictions on transferring or mortgaging the home
- Restrictions on who may inherit the home

These protections are related but not identical.

Important considerations include:

- Whether the property is the permanent residence
- Whether the owner is married
- Whether the owner has minor children
- Whether a spouse is named on the deed
- Whether title is held in trust
- Whether title is held by an entity
- Whether the property will be rented
- Whether the transfer is part of an estate plan

A married owner's spouse may need to join in a deed or mortgage even when the spouse is not named on the deed.

Entity ownership may negatively affect individual homestead benefits. Trust ownership requires appropriately coordinated trust and deed provisions.

A vacation rental or second home generally should not be represented as a homestead unless the property and owner satisfy all applicable requirements.

24. Changing Title After Closing

An owner may later want to:

- Add a spouse
- Remove a former spouse
- Add an adult child
- Transfer the property into a trust
- Transfer it into an LLC
- Create survivorship rights
- Create a life estate
- Correct an ownership percentage
- Transfer property following a death

A title change is a legal conveyance, not merely an administrative name change.

Before signing a new deed, consider:

- Existing mortgage terms
- Due-on-sale provisions
- Documentary-stamp taxes
- Property-tax reassessment
- Homestead status
- Creditor exposure
- Gift-tax reporting
- Capital-gains basis
- Divorce implications
- Probate consequences
- Medicaid eligibility
- Insurance coverage
- HOA restrictions
- Lender consent
- Title-insurance coverage

A quitclaim deed is not automatically the correct document for every title change.

25. Common Title Mistakes

Common problems include:

- Assuming two owners automatically have survivorship rights
- Failing to state ownership percentages
- Using an incorrect legal name
- Omitting marital status
- Adding a child without understanding the gift
- Using a quitclaim deed without legal advice
- Transferring homestead into an LLC without reviewing the consequences
- Creating a traditional life estate unintentionally
- Using outdated trust information
- Allowing an unauthorized entity representative to sign
- Waiting until closing to submit entity documents
- Waiting until closing to submit a POA
- Assuming a POA remains effective after death
- Assuming title approval means lender approval
- Failing to update insurance
- Relying on a will to override survivorship language
- Assuming the contract alone controls final ownership
- Purchasing personally while intending entity ownership without notifying the lender
- Transferring mortgaged property after closing without reviewing the loan
- Assuming an LLC replaces vacation-rental insurance
- Assuming an entity overrides local or HOA rental restrictions

26. Questions to Ask Before Closing

1. Will this be a primary residence, second home, or investment property?
2. Will the property operate as a vacation rental?
3. Are the buyers legally married?
4. Are the buyers contributing equal amounts?
5. Should ownership percentages be equal?
6. What should happen when one owner dies?
7. Should the survivor inherit automatically?
8. Should an interest pass to children or other heirs?
9. Does an owner have significant creditor exposure?
10. Are there children from prior relationships?
11. Is long-term-care planning relevant?
12. Will an LLC, corporation, partnership, or trust own the property?
13. Will the lender permit the proposed ownership?
14. Will the ownership affect insurance?
15. Will the property qualify for homestead?
16. Are vacation rentals legally permitted?
17. Does an HOA restrict rental use?
18. Does anyone need a POA?
19. Does an entity need a resolution?
20. Is a co-ownership agreement needed?
21. Has a Florida attorney reviewed the proposed vesting?
22. Has a CPA reviewed the tax consequences?
23. Has the title company received the documents early enough?
24. Are the contract, loan, deed, insurance, and licenses consistent?

27. Glossary

Agent	A person authorized to act for another person under a POA.
Articles of incorporation	The document filed to create a corporation. It does not necessarily identify current officers or prove authority for a specific transaction.
Articles of organization	The formation document filed to create an LLC.
Assignment	A transfer of contractual rights or duties, subject to the contract and required consent.
Attorney-in-fact	Another term for an agent under a POA. The agent does not have to be a licensed attorney.
Beneficiary	A person or entity entitled to receive property or benefits.
Bylaws	Internal rules governing a corporation.
Certificate of status	A state-issued record generally confirming an entity's active status.
Closing agent	The title company, attorney, or other authorized professional coordinating closing.
Co-ownership agreement	A private contract establishing rights and responsibilities between co-owners.
Corporation	A separate legal entity created under state law.
Deed	A legal instrument used to transfer real-property ownership.
Disregarded entity	An entity, commonly a single-member LLC, not treated as separate from its owner for specified federal income-tax purposes unless another election is made.
Documentary-stamp tax	A Florida tax that may apply to deeds, notes, mortgages, or other taxable documents and transfers.
DSCR loan	A loan commonly evaluated using the property's debt-service coverage ratio rather than only the borrower's personal income.
Durable power of attorney	A POA written to remain effective if the principal later becomes incapacitated.
Enhanced life estate	An arrangement in which the owner retains broad lifetime control while naming remainder beneficiaries.
Estate	Property, rights, and obligations associated with a deceased person.
Fee simple	The broadest common form of private real-property ownership.
Fiduciary	A person legally obligated to act in another's interests.
General partner	A partner generally responsible for managing a partnership.
Grantor	The person or entity transferring property by deed.
Grantee	The person or entity receiving property by deed.

Guardian	A person appointed by a court to act for another person or manage that person's property.
Homestead	A Florida legal concept that may provide tax, creditor, transfer, and inheritance protections for a qualifying primary residence.
Incumbency certificate	A record confirming the people currently holding specified entity offices.
Intestate	Dying without a valid will governing the property.
Joint tenancy with right of survivorship	Co-ownership under which a deceased owner's interest passes automatically to the surviving joint owner or owners.
Leasehold	The right to possess or use property under a lease.
Life estate	The right to possess and use property during a person's lifetime.
Life tenant	The person holding a life estate.
Limited liability company	A legal entity that may own property and provide management and potential liability benefits.
Manager-managed LLC	An LLC managed by designated managers.
Member	An owner of an LLC.
Member-managed LLC	An LLC generally managed by its members.
Operating agreement	The document governing an LLC's ownership and operation.
Partition	A legal proceeding seeking division or sale of jointly owned property.
Personal representative	The court-authorized person administering an estate.
Power of attorney	A document authorizing an agent to act for a principal.
Principal	The person granting authority through a POA.
Probate	The court process for administering a deceased person's estate.
Remainderman	A person or entity entitled to receive property after a life estate ends.
Resolution	A formal entity action authorizing a transaction.
Right of survivorship	The right of a surviving owner to receive a deceased owner's interest automatically.
Sole ownership	Ownership of the entire property by one person or entity.
Statement of authority	A document establishing or limiting who may act for an LLC.
Sunbiz	The commonly used name for the Florida Division of Corporations' online system.

Tenancy by the entirety	Joint ownership available to legally married spouses, including survivorship and potential creditor protections.
Tenancy in common	Co-ownership under which each owner holds a separate interest that may pass through their estate.
Title	Legal ownership of real property.
Title insurance	Insurance protecting an owner or lender against specified title defects, liens, or ownership claims.
Trust	An arrangement under which a trustee holds and manages property.
Trustee	The person or institution responsible for administering trust property.
Vacation rental	A residential property rented to guests for short stays, subject to applicable laws, licenses, taxes, insurance, and community restrictions.
Vesting	The manner in which ownership appears on the deed.

Appendix A: Ownership Comparison Chart

Ownership structure	Eligible owners	Survivorship	Probate exposure	Common use
Sole ownership	One individual	No	Usually possible	Individual buyer
Tenancy by the entirety	Legally married couple	Yes	Usually avoided at first death	Married buyers
Tenancy in common	Two or more	No	Owner's share may require probate	Unmarried buyers or investors
JTWROS	Two or more	Yes	Usually avoided for that interest	Survivorship planning
Traditional life estate	Life tenant and remaindermen	Remainder passes at death	Usually avoided	Estate planning
Enhanced life estate	Owner and remainder beneficiaries	Remainder passes at death	Usually avoided	Flexible estate planning
Revocable trust	Trustee	Controlled by trust	Usually avoided	Estate and incapacity planning
Irrevocable trust	Trustee	Controlled by trust	Usually avoided	Specialized planning
LLC	Entity	Determined by entity plan	Membership interest may be affected	Rental or investment
Corporation	Entity	Determined by corporate plan	Shares may be affected	Business or investment
Partnership	Partnership	Determined by agreement	Partnership interest may be affected	Multiple investors
Leasehold	Leaseholder	Depends on arrangement	Depends on structure	Ground-lease property

Appendix B: Individual Buyer Checklist

☐ Confirm exact legal names.
☐ Confirm marital status.
☐ Identify intended occupancy.
☐ Identify primary, second-home, or investment use.
☐ Determine ownership percentages.
☐ Determine desired survivorship rights.
☐ Discuss estate-planning objectives.
☐ Identify the source of down payment.
☐ Confirm mortgage requirements.
☐ Evaluate homestead eligibility.
☐ Confirm insurance requirements.
☐ Consider a co-ownership agreement.
☐ Obtain tax advice.
☐ Have final deed vesting reviewed before closing.

Appendix C: Entity Document Checklist

Corporation

☐ Articles of incorporation
☐ Certificate of status
☐ Current Sunbiz report
☐ Corporate bylaws
☐ Current officer and director information
☐ Corporate resolution
☐ Incumbency certificate
☐ Required shareholder approval
☐ EIN
☐ Authorized signer's identification
☐ Foreign-entity registration, if applicable

LLC

☐ Articles of organization
☐ Certificate of status
☐ Current Sunbiz report
☐ Operating agreement
☐ All amendments
☐ Member and manager information
☐ Transaction resolution
☐ Statement of authority, if applicable
☐ EIN
☐ Authorized signer's identification
☐ Foreign-entity registration, if applicable

Partnership

☐ Partnership agreement
☐ Amendments
☐ Certificate of partnership
☐ Certificate of status
☐ Partner information
☐ Partnership resolution
☐ Proof of general-partner authority

☐ Documents for entity partners
☐ EIN
☐ Authorized signer's identification

Trust

☐ Trust agreement or certification
☐ Amendments
☐ Current trustee information
☐ Trustee appointment or acceptance
☐ Former trustee resignation or death certificate
☐ Authority to purchase, sell, or mortgage
☐ Trustee identification
☐ Homestead review
☐ Lender approval

Appendix D: Power-of-Attorney Checklist

☐ Notify the real-estate professional.
☐ Notify the lender.
☐ Notify the title company.
☐ Submit the POA well before closing.
☐ Provide the original or acceptable certified copy.
☐ Include every page and amendment.
☐ Confirm that the principal is alive.
☐ Confirm that the POA has not been revoked.
☐ Confirm the principal had capacity when it was executed.
☐ Confirm whether the POA is durable.
☐ Confirm specific real-estate authority.
☐ Confirm authority to sign the deed.
☐ Confirm authority to sign the note and mortgage.
☐ Confirm authority to sign affidavits.
☐ Obtain lender approval.
☐ Obtain title-underwriter approval.
☐ Determine whether recording is required.
☐ Provide agent identification.
☐ Complete required agent affidavits.
☐ Address homestead and spousal joinder.
☐ Obtain foreign-document authentication when required.
☐ Follow title's required signature format.

Appendix E: Vacation-Rental Ownership Checklist

Property eligibility

☐ Confirm zoning.
☐ Confirm short-term rentals are permitted.
☐ Review minimum rental periods.
☐ Review occupancy and parking restrictions.
☐ Review HOA or community restrictions.
☐ Review existing management agreements.
☐ Identify state licensing requirements.
☐ Identify local registration requirements.
☐ Identify sales and tourist-development taxes.
☐ Obtain an insurance quote for rental use.

Ownership planning

☐ Decide between personal, trust, LLC, partnership, or corporate ownership.
☐ Identify all owners.
☐ Establish ownership percentages.
☐ Establish capital contributions.
☐ Address personal-use rights.
☐ Address management authority.
☐ Address income distributions.
☐ Address future cash requirements.
☐ Address death, divorce, incapacity, and bankruptcy.
☐ Establish buyout and sale procedures.
☐ Consult a Florida attorney.
☐ Consult a qualified tax advisor.

Before making the offer

☐ Discuss entity ownership with the lender.
☐ Confirm the appropriate loan type.
☐ Form the entity, if selected.
☐ Prepare governing documents.
☐ Obtain an EIN when required.
☐ Approve the purchase by resolution.
☐ Use the exact legal entity name.

- ☐ Sign in the correct capacity.
- ☐ Provide documents to title.
- ☐ Arrange insurance in the correct name.

Changing ownership during the contract

- ☐ Review assignment provisions.
- ☐ Obtain seller consent when required.
- ☐ Obtain lender approval.
- ☐ Notify title.
- ☐ Notify insurance.
- ☐ Prepare a written amendment or assignment.
- ☐ Submit entity documents.
- ☐ Update the title commitment.
- ☐ Update the deed and closing documents.
- ☐ Confirm deadlines remain achievable.

Transferring after closing

- ☐ Review the mortgage.
- ☐ Obtain lender consent when required.
- ☐ Review documentary-stamp taxes.
- ☐ Review property-tax consequences.
- ☐ Review homestead consequences.
- ☐ Prepare an attorney-approved deed.
- ☐ Update title insurance.
- ☐ Update property and liability insurance.
- ☐ Update state and local licenses.
- ☐ Update rental-tax registrations.
- ☐ Update HOA records.
- ☐ Update the management agreement.
- ☐ Update booking platforms.
- ☐ Open separate financial accounts.
- ☐ Maintain annual entity filings.

Appendix F: Questions for Professional Advisors

Questions for the title company

1. How will ownership appear on the deed?
2. What documents are required from each owner?
3. Does the entity need a resolution?
4. Is a certificate of status required?
5. Is the POA acceptable to the underwriter?
6. Must the POA be recorded?
7. Does a spouse need to sign?
8. Are additional affidavits required?
9. Will the proposed structure affect title coverage?
10. When must all documents be submitted?

Questions for the lender

1. Does the loan permit trust or entity ownership?
2. May a POA be used?
3. Can the agent sign the note and mortgage?
4. Is advance underwriting approval required?
5. Will personal guarantees be required?
6. Can title be transferred after closing?
7. Could a later transfer trigger a due-on-sale provision?
8. Does the intended rental use qualify for the selected loan?
9. Is the loan a second-home, investment, DSCR, or commercial loan?

Questions for an attorney

1. Which ownership structure best supports the owners' goals?
2. Should survivorship rights be included?
3. Is a co-ownership agreement needed?
4. How will the structure affect probate?
5. Are there creditor-protection concerns?
6. What happens upon death, divorce, incapacity, or bankruptcy?
7. How will Florida homestead rights be affected?
8. Should the property be held in a trust or entity?
9. Is a life-estate deed appropriate?
10. Is the POA sufficient?
11. Can the buyer change to an entity during the contract?

12 What approvals are needed for a post-closing transfer?

Questions for a tax advisor

1. Could the transfer be considered a gift?
2. Will the structure affect capital-gains taxes?
3. How will tax basis be determined?
4. Could documentary-stamp taxes apply?
5. Is a separate entity tax return required?
6. How should rental income and expenses be reported?
7. Could the transfer affect property-tax reassessment?
8. How will personal use affect rental deductions?
9. Is depreciation or cost segregation appropriate?
10. How should a future 1031 exchange be planned?

Questions for an insurance professional

1. Who must be listed as an insured?
2. Does the policy permit entity or trust ownership?
3. Is vacation-rental coverage required?
4. Is commercial liability coverage appropriate?
5. Should the owner obtain an umbrella policy?
6. Will a title change affect coverage?
7. Are flood, wind, and named-storm coverages adequate?
8. Are pools, docks, golf carts, bicycles, watercraft, or other amenities covered?

Final Reminder

The ownership structure selected at closing can have long-term consequences. Buyers should not wait until the closing appointment to decide how title will be held.

Individual ownership documents, entity records, trust documents, corporate authorizations, and powers of attorney should be delivered to the title company early. This allows the title officer, title underwriter, lender, insurance professional, and legal advisors time to verify that the transaction is properly authorized.

For vacation rentals, ownership should be coordinated with financing, insurance, local regulations, community restrictions, rental-tax registrations, management agreements, and the intended amount of personal use.

An LLC, corporation, partnership, or trust may be an important part of an ownership plan, but no entity eliminates the need for adequate insurance, proper business practices, accurate accounting, and compliance with applicable laws.

This guide is for educational purposes only. It is intended to help buyers and property owners ask informed questions and begin a productive conversation with their title company, lender, attorney, CPA, and insurance professional.

ABOUT YOUR LOCAL RESOURCE

Kinsey Haddock

Broker Associate – REALTOR®, Coldwell Banker Realty

Kinsey has spent 15 years covering an unusually wide stretch of the Florida Panhandle — the Forgotten Coast through 30A to Destin — helping out-of-area families and investors buy a beach home as a family base, a short-term rental, or both.

Most of Kinsey's buyers aren't local either. A background managing relationships across distance, time zones, and logistics means remote purchases — video tours, established property management and finance contacts, and steady communication on your schedule — are the normal way of doing business, not an exception.

WHAT KINSEY DOES — AND DOESN'T DO

Kinsey helps you find and acquire the right property and can help identify the questions worth asking before closing. Kinsey does not provide legal, tax, accounting, estate-planning, lending, insurance, investment, or financial advice — how title should be held is a decision you make after consulting a qualified Florida attorney, CPA or tax advisor, lender, insurance professional, and the title company.

Buying, Selling, or Planning Your Florida Property?

Let's find the right property and get you talking to the right professionals early. I can walk you through the Panhandle market and help you gather what your attorney, CPA, lender, and title company will want to see before closing.

Book a free 15-minute call

https://tidycal.com/kinseycoldwellbanker/15-minute-meeting

Kinsey Haddock, P.A. • Broker Associate – REALTOR®, Coldwell Banker Realty

Panhandle, Florida • kinseyhaddock@flpanhandlerealtor.com