ACTIONABLE AI

presents

AI Playbook

for Florida Real Estate Law Firms

Residential & Commercial Transactional Practice · A Practical Guide to Using AI Responsibly, Ethically, and Profitably

actionableai.net · Prepared by Greg Yates - Revised September 27, 2026

Important Notice

This playbook is educational and informational. It is not legal advice, ethics counsel, or a substitute for consultation with The Florida Bar or qualified counsel on any specific matter or on your firm's own professional-responsibility obligations.

Nothing here creates an attorney-client relationship. Actionable AI is a consulting firm, not a law firm.

Real estate law moves under your feet. Condominium statutes are rewritten almost every session, flood-disclosure duties for residential sales were expanded and a new lease disclosure added as of October 2025, the secondary-mortgage market is changing condo-eligibility rules through 2027, and documentary-stamp and intangible-tax computations turn on facts that AI tools routinely get wrong. Every statute, rule, rate, deadline, and case cited in this playbook is current as of the 2026 edition date and must be independently verified against a primary source before you rely on it in a client matter.

Appendix F maps the principal statutes, rules, cases, and agency guidance cited in this playbook to their primary sources. Check the particular provision and current version before relying on it in a client matter.

All sample policies, disclosures, letters, and prompts are starting points. Have a Florida-licensed attorney review them before adoption or use.

A note on numbers. Every figure here falls into one of three buckets, and you can tell which from the sentence around it. Statutory amounts, deadlines, and case outcomes carry their own citation and can be checked at the source. Third-party statistics name the body that produced them. Anything else is an Actionable AI working assumption, offered to be stress-tested against your firm's own rates, volumes, and matter values rather than repeated as fact.

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The Problem With Generic AI Advice

Here is what the AI influencers will not tell you: the advice flooding your inbox was written for nobody. The same webinar gets sold to a marketing agency, a dental practice, and a real estate closing firm. It does not know the difference, because it was never built to.

It does not know that a Florida homestead conveyance without proper spousal joinder can void a deed, no matter how clean the rest of the file looks. It does not know that a legal description must be transcribed from the document of record and never generated, because a single transposed call relocates the parcel. It does not know that the documentary-stamp recital under Chapter 201 depends on consideration the model cannot see, that the nonrecurring intangible tax runs at two mills on the secured amount, or that a Chapter 718 amendment fails without the vote threshold buried in the declaration. It does not know that the closing file in front of you holds wire instructions, Social Security and EIN numbers on FIRPTA certificates, and loan terms that are catnip for fraud.

Generic AI advice produces generic results. In a Florida real estate practice, generic results mean a defective deed that records and sits quietly until the next sale, a missed title objection, a hallucinated citation that draws a show-cause order, a diverted wire that never comes back, and a confidentiality breach you discover after the fact. The cost of wrong here is not embarrassment. It is a clouded title, a Bar grievance, a malpractice claim, and a client who closed on the strength of your name.

What This Playbook Does Differently

This playbook was built for the small Florida firm that does real estate, solos and firms with fewer than 25 lawyers handling residential closings, commercial transactions, leasing, condominium and HOA work, and development and land use. Every recommendation is pressure-tested against the Florida Rules of Professional Conduct, Florida Bar Ethics Opinion 24-1, the current Florida real estate statutes and recording requirements, and the economics of a flat-fee, volume-driven practice where the managing partner is also the closing attorney.

It answers three questions that matter:

1. What are the real ethics risks of using AI in a transactional practice, and how do you build guardrails that hold?
2. What specific tasks should you use AI for, and which ones will record a defective instrument or leak a client's file?
3. How do you implement AI without blowing a closing, clouding a title, or filing a fictitious case?

That is it. No evangelism. No predictions about the future of law. No vendor kickbacks. Just the specific, Florida-grounded analysis a small transactional firm needs to make good decisions in 2026.

The Actionable AI Philosophy

Tools serve lawyers. Not the other way around.

The real estate firm that benefits most from AI is not the one that adopts it fastest. It is the one that adopts it most deliberately. It picks the right tools, governs them, trains on them, and uses each only where it earns its keep. Your practice is paperwork-heavy, deadline-driven, and Bar-scrutinized. The closings live on a clock, the dollars are large, and the mistakes are often silent and permanent. AI fits that practice well. It

can read a 200-page declaration overnight, abstract a commercial lease before lunch, and turn a title commitment into a plain-English summary in minutes. But it can also invent a case, miss a Schedule B-II exception, misstate a fee cap, and put a client's wire instructions where a fraudster can reach them, and every one of those failures lands on you, not the model.

THE ACTIONABLE AI TEST

Before you put any AI tool near a real estate matter, answer four questions:

1. Does the tool have a contractual no-training-on-your-data clause?
2. Where does the client data go, and who can access it?
3. Can a lawyer verify the output before it reaches a client, a title underwriter, or a court?
4. Would you be comfortable if The Florida Bar, and the judge or underwriter on your deal, knew you used this tool for this purpose?

If you cannot answer all four confidently, the tool is not ready for client matters.

Why Real Estate Law Is Different

Every practice area has its own relationship with AI. Family lawyers worry about emotional data. Bankruptcy lawyers worry about deadlines. Litigators worry about hallucinated citations. A real estate practice carries a particular set of pressures, and they shape every recommendation in this playbook.

Document Density Is the Whole Job

A real estate practice is not running ten matters at trial pace. It is producing and reviewing documents at volume: purchase and sale agreements, riders and addenda, deeds, mortgages and notes, title commitments, surveys, estoppels, declarations, leases, and closing packages. The work is repetitive in form and variable in substance, and the margin lives in how fast you can move the form work without dropping the substance.

That document density is exactly where AI delivers value. First-draft assembly, structured extraction from long PDFs, clause-level comparison against firm precedent, and plain-English summaries of dense instruments are pattern tasks at volume, which is what these tools do well. The win is not the model deciding the deal. The win is the model clearing the underbrush so the lawyer spends time on the calls that actually require judgment.

The Data Is High-Value and a Fraud Target

Look at what sits in a routine closing file: purchase prices, deposit amounts, loan terms, Social Security and EIN numbers on FIRPTA certificates, beneficiary and entity ownership detail, and, the prize, wire instructions. A real estate file is one careless prompt away from a confidentiality violation under Rule 4-1.6, and one spoofed email away from a six-figure wire loss. Business-email-compromise fraud targets closing tables specifically, because that is where the money and the instructions sit in the same thread.

There is a compliance layer on top of the old confidentiality duty that requires monitoring. FinCEN's Residential Real Estate Rule, which would have required real estate professionals, including settlement attorneys and title agents, to collect and report beneficial-ownership information on non-financed transfers to legal entities and trusts, was vacated by the U.S. District Court for the Eastern District of Texas on March 19, 2026, and FinCEN appealed to the Fifth Circuit on May 11, 2026. Florida practitioners should know that a court in this state went the other way: in Fidelity National Financial v. Bessent, the Middle District of Florida upheld the rule. The rulings conflict, and the one upholding it sits in your own federal district. While the Texas vacatur remains in effect, reporting persons are not required to file and face no liability for not filing, but treat the question as live rather than settled. Monitor FinCEN.gov for status before advising clients on reporting obligations. The closing file remains a risk file regardless of where the appeal lands: it holds data that demands the same care it always did.

Defective Closings Are Catastrophic and Slow

Miss a deadline in litigation and you usually have options. Generate a defective deed, mortgage, or assignment and you may not learn there is a problem until the next sale, the next refinance, or the next probate, years later, when the fix is expensive and the title insurer is asking who drafted it.

AI tools trained on general or national data produce instruments that miss Florida-specific requirements: homestead restrictions under Article X, Section 4 of the Florida Constitution; homestead descent under

Section 732.401; and homestead devise under Section 732.4015; spousal joinder on a homestead conveyance under Section 689.111; the documentary-stamp recital under Chapter 201; and the two-witness execution and acknowledgment formalities for a recordable deed. This is the single most important guardrail in real estate AI practice: AI may assist with first-draft assembly, but no AI-generated instrument is ever the last set of eyes before execution, recording, or filing. State it clearly in your governance policy and repeat it in every staff training. Legal descriptions are transcribed from the source of record, never generated.

The Statutes Move Under You

Florida real estate practice does not sit in one chapter. Chapter 689 governs conveyances. Chapter 695 governs recording. Chapter 718 governs condominiums and Chapter 719 cooperatives. Chapter 720 governs homeowners' associations. Chapter 83 governs landlord-tenant. Chapter 201 governs documentary stamps. Layer on the Florida Building Code, county and municipal land development codes, and the post-Surfside condominium-safety regime, and you have a practice area where the ground shifts every session.

AI tools have a weak grasp of jurisdiction-specific, recently-amended real estate law. They will confidently cite a repealed reserve rule, a superseded milestone-inspection timeline, or a fee cap from two sessions ago. Anything statutory in an AI output is a first draft to be checked against the current statute on the day of the work, not a finding.

Flat Fees Change the AI Math

Most small real estate practices already run on flat fees for routine residential closings. That changes the economics of AI in your favor and removes a trap that snares hourly practices. When AI compresses a title-commitment review from three hours to twenty minutes, a flat fee captures the efficiency cleanly; an hourly bill cannot ethically charge for time not spent. Rule 4-1.5 requires fees to be reasonable, and Ethics Opinion 24-1 is explicit that AI may not be used to inflate time. For the flat-fee firm, the efficiency is margin. For the hourly matter, AI savings reduce the bill. Bill the work, not the model.

The Florida Ethics Reality

The Florida Rules of Professional Conduct were not written with AI in mind. They apply anyway. The framework is not complicated once you see how the existing duties map onto AI use.

Florida Bar Ethics Opinion 24-1, issued January 19, 2024, addresses generative AI directly and is required reading for any Florida lawyer using AI tools on client matters. It addresses competence, confidentiality, supervision of the tool, candor, fees, and advertising. Read it in full at floridabar.org; the summary below is not a substitute.

The Five Rules That Matter Most

RULE 4-1.1: COMPETENCE (AND TECHNOLOGICAL COMPETENCE)

The comment to Rule 4-1.1 requires lawyers to keep up with the benefits and risks of relevant technology. For a real estate practice, competence has two faces. You must understand what an AI tool can do, whether abstracting a lease, summarizing a declaration, or comparing a draft to precedent, and you must understand what it cannot do reliably, which includes anything that depends on a current Florida statute, a recorded instrument, or a number it cannot see. Competence is not knowing how to prompt. It is knowing when the output is wrong.

RULE 4-1.6: CONFIDENTIALITY OF INFORMATION

Real estate files contain deal economics, party identities, wiring instructions, financing terms, and the operational detail that fraud rings exploit. Rule 4-1.6 applies in full to anything you put into an AI tool. The governance rule this playbook recommends, enterprise tools with signed Data Protection Agreements for client-specific work and no client identifiers or wire instructions in free consumer tools, is a practical bright line for managing that duty. It is firm policy, not a quotation from the Rule: the Rule requires reasonable safeguards, and a signed no-training DPA is one safeguard, not permission by itself to disclose confidential information. Florida Bar Ethics Opinion 24-1 recommends obtaining the affected client's informed consent if using a third-party generative AI program would disclose confidential information. Assess the actual data, vendor terms, and proposed use before sending client material to a tool.

> **IMPORTANT**
>
> Client identifiers, wire instructions, account numbers, and FIRPTA Social Security or EIN numbers never go into a consumer AI tool.
>
> Client-specific work goes only into enterprise tools with a signed Data Protection Agreement and a no-training-on-your-data clause.
>
> When in doubt, strip identifiers first or do not paste it at all.

RULE 4-5.3: RESPONSIBILITIES REGARDING NONLAWYER ASSISTANCE

Florida Bar guidance applies the supervision principle to AI: the lawyer remains responsible for AI-assisted work product and must review it before use, the same way a lawyer is responsible for a paralegal's work. In a small real estate firm the volume pressure creates the specific risk. It is tempting to move AI output to recording or to a client faster than it gets reviewed, especially on the tenth routine closing of the week. The supervision duty does not relax because the assistant is software.

RULE 4-3.3: CANDOR TOWARD THE TRIBUNAL

AI tools hallucinate cases, statutes, and code sections, and misstate holdings. This is not a bug awaiting a patch. It is inherent to how language models generate text. The duty of candor means every citation in anything filed with a court, whether a quiet-title action, a foreclosure, a lien dispute, or a partition, is verified against a primary source before filing.

> **IMPORTANT**
>
> In Capital Standard, LLC v. U.S. Bank National Association, No. 2D2024-1392, 2026 WL 2450571 (Fla. 2d DCA Aug. 21, 2026), an appeal from a final declaratory judgment involving real-property interests, counsel's amended brief contained at least 31 fabricated or unsupported citations, and his reply brief added 15 more after opposing counsel flagged the problem. The court struck both briefs, fined him $1,500 in total ($500 for the delayed show-cause response and $1,000 for the AI misuse), made him personally liable for the bank's fees for researching and answering his amended initial brief, and referred him to The Florida Bar.
>
> "The AI made it up" is not a defense. Verify every citation, every time.

RULE 4-1.5: REASONABLE FEES

Rule 4-1.5 requires fees to be reasonable, and Ethics Opinion 24-1 is explicit that AI may not be used to inflate billed time. The flat-fee structure that dominates routine residential work handles this cleanly, the efficiency is captured in the margin, not charged as phantom hours. For hourly matters, commercial work and disputes, AI savings reduce the bill. Bill the work performed, not the work the model performed for you.

Other Rules That Touch This Work

— **Rule 4-1.4, Communication:** clients are entitled to be kept reasonably informed; an AI-drafted status update is fine after attorney review, but it does not replace the call to the anxious first-time buyer.

— **Rule 4-1.7 and 4-1.9, Conflicts:** real estate practice generates dual-representation and current/former-client conflict questions constantly. AI can draft a conflict-screen summary from a CRM export, but the conflict determination is the lawyer's.

— **Rule 4-1.18, Prospective Clients:** intake conversations create duties even when you decline the matter; be deliberate about what prospective-client data goes into any tool.

— **Section 934.03, Two-Party Consent:** Florida generally requires the prior consent of all parties to intercept a covered communication. Our recommended firm policy requires documented express consent from every participant before activating an AI notetaker on a call, closing, or conversation. The on-the-record method is firm policy, not a statutory form requirement.

The Courts Are Writing Their Own Rules, Right Now

The Florida Supreme Court has moved from a patchwork of local AI orders to a statewide standard.

> **KEY FINDING**
>
> Florida Supreme Court Opinion SC2026-0673 (May 28, 2026; effective June 15, 2026) amended Rule

of General Practice and Judicial Administration 2.515(d)(2). By signing a filing, the signer represents that the cited legal authorities "exist and are accurately cited." It reaches attorneys and self-represented parties alike. Authorized sanctions: reprimand, contempt, stricken document, dismissal, costs, and attorney's fees.

Scope: Florida state courts only. It does NOT govern federal courts. For any federal filing, whether a removed dispute, a federal-question matter, or a bankruptcy-adjacent issue, check the assigned judge's standing orders, which are uneven and change often.

The statewide rule now governs every Florida state court. SC2026-0673 amended Rule 2.515(d)(2), effective June 15, 2026, requiring every signer to represent that the legal authorities cited exist and are accurately cited. Circuits may no longer impose their own AI disclosure or certification requirements by local order. The earlier Eleventh and Seventeenth Circuit administrative orders on AI are superseded by the statewide rule. Federal court is the layer that still varies:

— **N.D. Fla., M.D. Fla., and S.D. Fla.: Florida has three federal judicial districts, and none has a uniform district-wide AI rule; individual judges in all three districts set their own standing orders. Check the assigned judge before every federal filing, whatever district you're in.**

ACTION ITEM

Confirm whether the court, circuit, or assigned judge requires AI disclosure.

Verify every citation and every statutory reference against a primary source.

For state-court filings, confirm compliance with Rule 2.515(d)(2). For federal filings, check the judge's current standing order.

Keep a log of which filings involved AI assistance and how.

The Emerging Issue Most Real Estate Firms Are Missing

The theme is simple: the closing file is becoming a risk file. Not romantic. But neither is a special assessment the size of a bass boat.

For a generation, a residential closing was a forms exercise. Run the title, prepare the deed, balance the figures, record the documents, disburse the funds. The risk lived in the title chain and the wire. That world is gone. Three forces have turned the ordinary Florida closing into a due-diligence problem, and the firms that treat them as due diligence, instead of finding out at the table, are the firms clients will keep. Each one is research-heavy, document-heavy, and deadline-sensitive: exactly the work where disciplined AI use earns its keep, and exactly the work where a wrong AI answer is expensive.

1. Condo Structural Compliance, Reserves, and Special Assessments

This is the headline. Florida's post-Surfside condominium regime has moved from "new law" to real money. Milestone inspections under Section 553.899 apply to residential condominium and cooperative buildings of three or more habitable stories, generally at 30 years of age based on the certificate of occupancy and every 10 years after, with earlier timing available where local conditions and proximity to saltwater justify it. Structural Integrity Reserve Studies under Section 718.112(2)(g) require associations to fund the components that keep the building standing.

HB 913, effective July 1, 2025, reworked the rules again. It clarified the "habitable stories" threshold, set an initial SIRS deadline of December 31, 2025 for covered existing unit-owner-controlled associations; one that must complete a milestone inspection by December 31, 2026 may complete the SIRS concurrently, but no later than that date, and gave unit-owner-controlled associations new ways to fund reserves, including special assessments, a line of credit, or a loan approved by a majority of the total voting interests, subject to the statute's eligibility limits for developer-controlled associations, recent turnovers, and bulk buyers or assignees. It also allows the board to pause reserve funding with no unit-owner vote at all if the local building official determines that the entire condominium building is uninhabitable due to a natural emergency. Contributions resume immediately when that official determines the building is habitable. Separately, it allows an association to pause or reduce reserve funding for no more than two consecutive annual budgets, subject to approval by a majority of total voting interests, completion of a milestone inspection within the previous two calendar years, and applicability only to budgets adopted on or before December 31, 2028, redirecting funds toward repairs recommended by that inspection. This two-budget option excludes developer-controlled associations, associations with less than one year of nondeveloper control, and those controlled by bulk buyers or assignees. A paused association must obtain a SIRS before reserve contributions continue. The law also requires inspectors and engineers who bid the inspection or reserve study to disclose in writing if they also intend to bid the recommended repair work. The practical result for buyers and sellers is volatility: a building can move from "compliant" to facing a seven-figure assessment between contract and closing.

WHERE THE LAWYER WORK IS

Buyer due diligence on milestone status, SIRS funding, and pending or threatened special assessments before the contingency period runs.

Association disclosure review, special-assessment disputes, and repair-funding fights.

Insurance and reserve-study review, board-governance questions, and closing delays.

The “my condo is suddenly unsellable” call, and getting ahead of it.

AI helps by turning a 200-page declaration, a SIRS report, and a stack of association minutes into a structured plain-English risk summary, by extracting assessment history and reserve balances into a comparison, and by drafting the buyer due-diligence request list. AI does not tell you whether the assessment is enforceable, whether the amendment that imposed it cleared the declaration’s vote threshold, or what the current statute says today, those are verified by the lawyer against the governing documents and the current statute.

2. Condo Financing and “Warrantability” Problems

This one hits deals hard, and it hits them late. Fannie Mae and Freddie Mac, in coordinated updates issued March 18, 2026, are changing how condominium projects qualify for conventional financing. The headline change, flagged by Florida Realtors, is the retirement of the Limited Review and Streamlined Review paths for loan applications dated on or after August 3, 2026; after that date, the replacement review path depends on the agency and the project: Fannie Mae moves eligible projects to Full Review or a Waiver of Project Review, while Freddie Mac’s replacement paths include Established Condominium Projects review, Reciprocal Review, and Exempt From Review status depending on eligibility. Full Review is not the only destination. Related changes phase in around it: a maximum per-unit master-policy deductible of $50,000 takes effect July 1, 2026, paired with a requirement that lenders verify the borrower carries an individual HO-6 policy covering the master-policy deductible gap, and for applicable Fannie Mae Full Reviews and Freddie Mac project reviews, a minimum annual budget allocation to replacement reserves of 15 percent of annual budgeted assessment income takes effect for loan applications dated on or after January 4, 2027. This is an allocation rule, not a minimum cash balance, and the agencies allow qualifying reserve-study alternatives under their respective requirements. Separately, Fannie’s enhanced reserve-study rules, which prohibit the baseline funding method when using reserve-study flexibility, are mandatory for loan applications dated on or after August 3, 2026. See Fannie Mae LL-2026-03 and Freddie Mac Bulletin 2026-C in Appendix F.

A project that financed easily in July may be unwarrantable in August for reasons that have nothing to do with the borrower. The deal does not die at application; it dies at underwriting, after everyone has spent money and time. Getting involved before that happens is the whole value of having a lawyer on the deal.

WHERE THE LAWYER WORK IS

Contract contingencies that account for warrantability and project-review risk, not just borrower creditworthiness.

Lender document requests, association-questionnaire review, and reserve and budget review.

Master and flood insurance review against the new expectations.

Getting counsel in before the loan fails, not after.

AI helps by reviewing an association questionnaire and budget for the data points the new review paths require, by flagging gaps a lender will catch, and by drafting the contingency language and the lender

document request. AI does not make the warrantability call or interpret a guide that is itself changing across 2026 and 2027. Confirm the current GSE requirements and effective dates before relying on any AI summary of them.

3. Flood Disclosure and Flood-History Risk

Florida now has statutory flood-disclosure duties for residential sales and certain leases. Under Section 689.302, a seller must give the buyer a flood disclosure at or before the time the sales contract is executed; the disclosure addresses the seller's knowledge of prior flooding, flood-insurance claims, and flood-related assistance received. The Legislature broadened the duty effective October 1, 2025, reaching the seller's knowledge of any flooding that damaged the property, not only flooding that generated an insurance claim, and removing the limitation that disclosed assistance be federal. A companion statute, Section 83.512, requires landlords to give a separate written flood disclosure before executing a residential lease of one year or longer, also effective October 1, 2025; if the landlord violates the statute and flooding causes damage to the tenant's personal property costing at least 50 percent of its market value to repair or replace, the tenant may terminate by giving written notice and surrendering possession no later than 30 days after the loss. The landlord must refund prepaid rent and other amounts for periods after termination; earlier unpaid amounts remain due.

WHERE THE LAWYER WORK IS

Revised contract packages and seller-disclosure counseling for sales.

Updated lease forms and landlord counseling for residential leases of a year or more.

Developer and builder disclosure review.

Post-closing non-disclosure claims, and better due diligence on coastal, riverfront, low-lying, and storm-prone property.

AI helps by updating a firm's contract and lease packages to carry the required disclosures, by building a property-specific flood-history due-diligence checklist, and by drafting plain-English client guidance on the new duties. AI does not determine whether a specific disclosure is adequate or whether a non-disclosure is actionable. Those are the lawyer's, verified against the current statute and the facts.

PRACTICE DEVELOPMENT

Add three questions to your intake: Is the property a condominium of three or more habitable stories? Is conventional condo financing involved? Is the property coastal, riverfront, or low-lying?

Offer a flat-fee condo due-diligence review, milestone, SIRS, assessments, and warrantability, as a named service, not a line item.

Audit sale and lease packages against the October 2025 flood-disclosure duties and the condo-financing changes effective August 3, 2026. Prepare now for the January 4, 2027 replacement-reserve allocation requirements.

Position the firm as the office that finds the problem during the contingency period, not at the closing table.

Ethics Risks & Governance Framework

A governance policy without teeth is a document in a drawer. This section gives you the framework to make yours real: the failure modes that will actually happen in a transactional practice, a data-classification system your staff can apply in seconds, and the training that holds it together.

High-Risk Failure Modes

FLORIDA INSTRUMENT DEFECTS

The most catastrophic and slowest-burning failure mode. The AI produces a deed, mortgage, lease, assignment, or declaration amendment that looks fine, executes, and records, and is defective. A homestead conveyance without spousal joinder. A generated legal description that misdescribes the parcel. Missing or incorrect documentary stamp consideration or tax information required for recording. A wrong amendment vote threshold. You may not learn until the next transaction. The guardrail is absolute: AI is never the last set of eyes on any instrument that will be executed, recorded, or filed, and legal descriptions are transcribed from the source of record, never generated.

HALLUCINATED CITATIONS

The most publicly visible failure mode. The AI invents cases, statutes, or code sections, or misstates holdings, in a quiet-title complaint, a foreclosure, a lien or partition dispute, or a memo. Florida's own example is Capital Standard, LLC v. U.S. Bank National Association, No. 2D2024-1392, 2026 WL 2450571 (Fla. 2d DCA Aug. 21, 2026), a foreclosure-adjacent case where 46 fabricated or unsupported citations across two briefs drew fines and a Bar referral. Every citation is verified against a primary source before it is filed or sent.

CONFIDENTIALITY VIA FREE TOOLS

The most common failure mode. A paralegal pastes a lease, a rent roll, a FIRPTA certificate, or a closing file into a free AI tool because it is faster. Pasting that data into an unapproved tool may constitute disclosure under Rule 4-1.6. The fix is policy plus training: client-specific data goes only into approved enterprise tools with a signed DPA, and identifiers come out first when anything goes anywhere else.

WIRE FRAUD SURFACE AREA

A failure mode specific to real estate. AI-generated client communications built from email signatures and prior correspondence can be exploited by bad actors who insert fraudulent wire instructions into a convincing thread. AI does not cause wire fraud, but sloppy AI-assisted communication enlarges the surface. The rule does not change because AI drafted the email: wire instructions are confirmed verbally with a known counterparty at a known number before any disbursement.

OVER-RELIANCE

The slowest-burning failure mode. The attorney stops verifying. Output quality drifts. The AI is wrong on a Section 718.116 estoppel fee cap, wrong on a Chapter 720 notice requirement, wrong on a milestone timeline that changed last session, and the error ships because no one checked. The defense is a verification gate that does not move: statutory references are confirmed against the current statute on the day of the work.

UNSUPERVISED STAFF USE

The most preventable failure mode. Paralegals and staff adopt unapproved tools because they are faster or more familiar, and client data flows into systems the firm never vetted. The fix is a short approved-tool list, a default answer of “not yet” for anything not on it, and a named supervisor who owns the list.

Data Classification Framework

Not all data in a real estate file carries the same risk. A simple four-tier system makes confidentiality decisions fast and consistent instead of dependent on individual judgment under deadline pressure.

Tier	What it is	Where it may go
Tier 1, Public	Published statutes and codes, marketing content, and recorded instruments cleared for public use without client or matter context	Any approved tool after a confidentiality and data-tier check; a recorded instrument tied to a client matter may require a higher tier
Tier 2, Anonymized matter facts	Deal facts with identifiers stripped; sample clauses	Enterprise tools with a no-training clause
Tier 3, Client identifiers & matter facts	Party names, addresses, deal economics, loan terms	Approved enterprise tools under a signed DPA only
Tier 4, Highly sensitive	Wire instructions; FIRPTA SSNs and EINs; bank-account numbers; entity beneficial-ownership detail	Default: do not place in any AI tool; handle in controlled systems only

Approved Tool List

Your governance policy is only as good as the list of tools it covers. Maintain a current approved-tool list that records, for each tool, the approved use cases, the data tiers it may touch, whether a DPA is signed, and who approved it. When a new tool appears and staff want it, the default answer is “not yet”, pending DPA review, a data-handling check, and approval by the AI Policy Supervisor. This playbook is deliberately tool-agnostic: vendors change, capabilities change, and the governance discipline is what lasts. Evaluate tools by capability and data posture, not by brand.

Staff Training Requirements

A governance policy without training is a document in a drawer. Every staff member who touches AI on firm work needs to know:

— What tools are approved, and for what tasks.

— How to classify data by tier before deciding which tool to use.

— Why AI-generated citations and statutory references require independent verification.

— Why every instrument that will be executed gets attorney-level review against Florida authority, and why legal descriptions are never generated.

— Why wire instructions are confirmed verbally regardless of how the communication was drafted.

— What Florida two-party consent under Section 934.03 means for AI notetakers on calls with counterparties and third parties.

— What a confidentiality breach looks like and how to report it.

— What to do when unsure, stop and escalate, not proceed and hope.

Minimum cadence: onboarding before any AI use on client matters, an annual refresh with real examples from the prior year, and tool-specific training before any new tool touches a client file.

Best Use Cases by Workflow Stage

A small Florida real estate practice runs roughly the same pipeline whether you are in Daytona, Tampa, Miami, or Jacksonville. Here is where AI fits at each stage, and where it does not.

Stage 1: Intake and Engagement

This is where AI delivers fast, visible value. Intake is repetitive, the tasks are well-defined, and mistakes here ripple downstream.

— **AI helps:** Adaptive intake forms that adjust to transaction type and property class. One-page intake summary memos. Conflict-screen drafts from a CRM export. The three new screening questions, habitable-story condo, conventional condo financing, flood-exposed property, built into the intake flow.

— **AI does not:** Tell you whether to take the deal, catch the gut-feel concern, or make the conflict determination.

Stage 2: Title, Survey, and Pre-Closing Review

This is the highest-value AI use in residential work and a major driver in commercial. The documents are long, the patterns are familiar, and the lawyer judgment sits in the exceptions.

— **AI helps:** Plain-English summaries of Schedule B-II exceptions. Identification of exceptions that affect marketability or warrant an objection. Survey-to-commitment discrepancy checks. First-draft title-objection letters.

— **AI does not:** Catch the old plat note local counsel would recognize, read a survey drawing as well as a surveyor, or know the underwriter just changed its requirement.

The workflow that works: AI produces the first-pass summary; the attorney reads every exception against the document of record; anything affecting access, frontage, or marketability is run to ground by a human.

Stage 3: Contract and Instrument Drafting

This is where the time savings get visible to clients, the first-draft assembly that used to consume a morning now lands before lunch. It is also where the most catastrophic errors hide.

— **AI helps:** First-draft PSA from a signed LOI and a firm precedent, with a redline of every deviation. First drafts of deeds, seller affidavits, FIRPTA certificates, and closing documents from attorney-supplied facts.

— **AI does not:** Transcribe a legal description, catch a marital-joinder defect on a homestead conveyance, or apply the right documentary-stamp recital when consideration is unusual.

> **CAREER-ENDING TRAP**
>
> Never let AI generate a legal description, and never let an AI-drafted instrument record without attorney review against Florida execution, homestead, and tax requirements. A defective deed is silent until the next sale, and then it is yours.

Stage 4: Closing and Post-Closing

Closing day is repetitive in form and variable in substance. The form work is what AI handles well; the variable substance still requires you.

— **AI helps:** First drafts of closing packages from the contract, title commitment, and survey. Closing-day client reminders covering what to bring and how the wire process works. Post-closing recording and follow-up checklists.

— **AI does not:** Reconcile a closing disclosure to the lender's figures, catch a fraudulent wire instruction, or notice that the buyer's funds arrived from an unexpected source.

Stage 5: Leasing and Lease Administration

Leasing rewards AI use clearly, the documents are long, the negotiation cycles are dense, and clients expect speed.

— **AI helps:** Lease abstracting, a structured abstract from a 60-page lease covering economics, options, restrictions, default and remedies, and rights of first refusal or offer. First-draft responses to landlord and tenant comments against firm precedent.

— **AI does not:** Know the landlord's form was revised after a Chapter 83 amendment, or catch a negotiated SNDA term carried over from an existing lease.

Stage 6: Condominium and HOA Practice

Florida condominium and HOA practice has only grown more complex since 2022. The post-Surfside regime added milestone inspections, structural-integrity reserve studies, and the funding and disclosure rules reworked by HB 913 in 2025.

— **AI helps:** Plain-English summaries of a 200-page declaration for a buyer, lender, or board. First-draft estoppel responses from association books. Milestone and SIRS status summaries for buyer due diligence. First-draft assessment and reserve comparisons.

— **AI does not:** Know the statute changed last session, determine an amendment vote threshold without reading the declaration, or set an estoppel fee without confirming the current cap.

> **IMPORTANT**
>
> Every statutory reference in condominium and HOA work, fee caps, notice periods, milestone timelines, reserve rules, is verified against the current statute on the day of the work. This is the practice area where AI's training data is most likely to be stale.

Stage 7: Development, Land Use, and Zoning

Development work is research-heavy and document-heavy in a different way, fewer transactional templates, more code interpretation and narrative drafting.

— **AI helps:** Code synthesis across chapters and jurisdictions. First-draft narrative justifications for variances, special exceptions, and rezonings. Entitlement-condition tracking.

— **AI does not:** Reliably compute impact fees or concurrency math, verify the arithmetic yourself, or predict the staff planner's read on a borderline criterion.

Stage 8: Client Communication and Internal Workflow

Client communication is the most underused advantage in a small real estate practice. Buyers and sellers who get clear, warm, practical updates refer their friends.

— **AI helps:** Weekly status emails customized from matter data. Closing-day reminder bundles. Plain-English explanations of title objections, surveys, and lender requirements. Internal matter chronologies and checklists.

— **AI does not:** Know the family dynamics behind a 1031 exchange that is really an estate plan, or replace the phone call to the panicked first-time buyer the night before closing.

Prompts Library

These prompts are starting points, written for a small Florida real estate practice handling residential closings, commercial transactions, leasing, condominium and HOA work, and development. Adapt them to your forms and your voice.

> **IMPORTANT**
>
> Strip client identifiers, wire instructions, and FIRPTA SSNs/EINs before pasting into any tool that is not approved for that data tier.
>
> Verify every output against a primary source: the recorded instrument, the current statute, the title commitment.
>
> These are calibrated for Florida practice; treat every output as a first draft.
>
> Document AI use in the matter file.

Intake and Engagement

PROMPT 01: INTAKE SUMMARY MEMO · Stage 1: Intake

```
You are a paralegal preparing an intake summary for a small Florida real estate
firm. From the notes below, produce a one-page memo with: (1) transaction type and
property class; (2) parties and roles; (3) key dates and deadlines; (4) three
risk-screen flags: whether the property is a condominium of three or more
habitable stories, whether conventional condominium financing is involved, and
whether the property is coastal, riverfront, or low-lying; (5) open items needed
to open the file.
Do not give legal advice or decide whether to take the matter. Do not include
identifiers in your output beyond first initials.
[PASTE ANONYMIZED INTAKE NOTES]
```

PROMPT 02: CONFLICT-SCREEN DRAFT · Stage 1: Intake

```
You are assisting a small Florida real estate firm with conflict screening. From
the CRM export below, list any prior or current matters involving the same
parties, related entities, or the same property, and flag potential current-client
or former-client conflict questions under Rules 4-1.7 and 4-1.9 for an attorney to
review.
Do not make the conflict determination. Present findings as questions for the
lawyer.
[PASTE ANONYMIZED CRM EXPORT]
```

Title, Survey, and Pre-Closing Review

PROMPT 03: SCHEDULE B-II EXCEPTION SUMMARY · Stage 2: Title & Survey

```
You are a title paralegal at a small Florida real estate firm. Summarize each Schedule B-II exception in the title commitment below in plain English, and for each note whether it appears to affect marketability, access, or use and whether it may warrant an objection.
Do not conclude that title is or is not marketable. Flag items for attorney review. Quote the exception number for each item.
[PASTE TITLE COMMITMENT SCHEDULE B-II]
```

PROMPT 04: SURVEY-TO-COMMITMENT DISCREPANCY CHECK · Stage 2: Title & Survey

```
Compare the survey notes and the title commitment below. List any apparent discrepancies, whether easements, encroachments, setbacks, access, or legal-description differences, that an attorney should reconcile against the documents of record.
Do not resolve the discrepancies. Flag the legal description for human transcription from the source of record.
[PASTE SURVEY NOTES AND COMMITMENT EXCERPTS]
```

PROMPT 05: TITLE OBJECTION LETTER DRAFT · Stage 2: Title & Survey

```
Draft a first-pass title objection letter for attorney review based on the flagged exceptions below, in a professional Florida real estate practice style. Group objections by type and state the curative action requested for each.
Do not assert legal conclusions about marketability as final; mark the draft for attorney verification.
[PASTE FLAGGED EXCEPTIONS]
```

Contract and Instrument Drafting

PROMPT 06: PSA FIRST DRAFT FROM LOI · Stage 3: Drafting

```
You are drafting a first-pass purchase and sale agreement for a small Florida real estate firm from the signed letter of intent and firm precedent below. Produce the draft and a separate redline summary listing every place the draft deviates from the precedent and every business term taken from the LOI.
Do not generate or alter the legal description. Insert a placeholder marked TRANSCRIBE FROM TITLE COMMITMENT. Flag any documentary-stamp or tax recital for attorney confirmation.
[PASTE LOI AND PRECEDENT]
```

PROMPT 07: INSTRUMENT CHECKLIST AGAINST FLORIDA REQUIREMENTS · Stage 3: Drafting

```
Review the draft deed below and produce a checklist for attorney review covering
Florida recordability and validity points: two witnesses and acknowledgment,
homestead and spousal-joinder considerations, documentary-stamp recital under
Chapter 201, and whether the legal description is present and marked for
transcription from the source of record.
Do not certify the instrument as valid. Do not generate a legal description.
Present every item as a question for the attorney.
[PASTE DRAFT DEED]
```

PROMPT 08: COMMERCIAL LEASE ABSTRACT · Stage 3: Drafting

```
Abstract the commercial lease below into a structured summary for a small Florida
real estate firm: parties, premises, term and options, rent and escalations,
operating expenses, use and exclusives, assignment and subletting, default and
remedies, and any rights of first refusal or offer. Cite the section number for
each item.
Do not interpret enforceability. Note any term that appears unusual for attorney
review.
[PASTE LEASE]
```

Closing and Post-Closing

PROMPT 09: CLOSING PACKAGE ASSEMBLY CHECKLIST · Stage 4: Closing

```
From the contract, title commitment, and survey below, produce a closing-package
assembly checklist for a Florida residential closing: documents to prepare, items
to collect, figures to reconcile against the lender, recording requirements, and
post-closing follow-ups.
Do not reconcile the figures yourself or confirm wire instructions. Flag those as
attorney/closer tasks requiring verbal verification.
[PASTE CONTRACT, COMMITMENT, SURVEY EXCERPTS]
```

PROMPT 10: CLOSING-DAY CLIENT REMINDER BUNDLE · Stage 4: Closing

```
Draft a warm, plain-English closing-day reminder for a Florida residential buyer
covering what to bring, identification needed, and how the firm handles wire
instructions, including that the firm will never change wire instructions by email
and that the client should call a known number to confirm.
Do not include any actual wire instructions or account numbers in the message.
[PASTE NON-SENSITIVE MATTER DETAILS]
```

Condominium and HOA Practice

PROMPT 11: DECLARATION PLAIN-ENGLISH SUMMARY · Stage 6: Condo & HOA

```
Summarize the condominium declaration below in plain English for a buyer's due diligence: use and occupancy restrictions, leasing and pet rules, alteration approvals, assessment and reserve provisions, and amendment vote thresholds. Quote the article or section for each point.
Do not determine whether any provision is enforceable or whether a past amendment was validly adopted. Flag those for attorney review against the recorded documents.
[PASTE DECLARATION]
```

PROMPT 12: ESTOPPEL RESPONSE DRAFT · Stage 6: Condo & HOA

```
Draft a first-pass association estoppel response from the association books below, organized per the Section 718.116 estoppel framework.
Do not set or confirm the statutory fee cap or any amount. Insert placeholders marked CONFIRM AGAINST CURRENT STATUTE AND BOOKS for attorney verification.
[PASTE ASSOCIATION ACCOUNT DETAIL]
```

PROMPT 13: MILESTONE AND SIRS STATUS SUMMARY · Stage 6: Condo & HOA

```
From the association documents below, meaning the milestone inspection report, SIRS, recent minutes, and assessment notices, produce a buyer due-diligence summary: milestone inspection status and dates, SIRS funding status, reserve balances, and any pending or threatened special assessments. Present a timeline and a risk flag list.
Do not opine on enforceability or on whether the building is compliant. Flag every statutory point for attorney verification against the current statute.
[PASTE ANONYMIZED ASSOCIATION DOCUMENTS]
```

Development, Land Use, and Zoning

PROMPT 14: VARIANCE / REZONING NARRATIVE DRAFT · Stage 7: Development

```
Draft a first-pass narrative justification for the land-use application below, whether variance, special exception, or rezoning, addressing each applicable criterion in the governing code section provided. Write in a persuasive but factual Florida land-use practice style.
Do not invent code criteria or cite authorities not supplied; mark every code citation for attorney verification. Do not compute impact fees or concurrency.
[PASTE APPLICATION FACTS AND CODE CRITERIA]
```

Client Communication and Internal Workflow

PROMPT 15: WEEKLY STATUS EMAIL · Stage 8: Client Communication

```
Draft a warm, plain-English weekly status email to a Florida real estate client
from the matter update below: what happened this week, what is next, what we need
from them, and the key upcoming date. Keep it under 200 words.
Do not include wire instructions, account numbers, or legal conclusions. Mark for
attorney review before sending.
[PASTE NON-SENSITIVE MATTER UPDATE]
```

Appendix A: Sample AI Governance Policy

[Firm Name]: Artificial Intelligence Use Policy

Version 1.0 | Effective Date: [Date] | Review Date: [Date + 1 Year]

1. Purpose

This Policy establishes [Firm Name]'s guidelines for the use of artificial intelligence tools in the practice of law. Its purpose is to ensure that all AI use complies with the Florida Rules of Professional Conduct, protects client confidentiality, and maintains the quality of the Firm's work product.

2. General Principles

— AI tools are permitted to assist in the practice of law. They are not permitted to replace attorney judgment, supervision, or professional responsibility.

— All AI output communicated to a client, counterparty, title underwriter, or court must be reviewed by a licensed attorney before transmission or filing.

— Client confidentiality obligations under Rule 4-1.6 apply in full to all AI tool use.

— The duty of competence under Rule 4-1.1 requires attorneys to understand the capabilities and limitations of AI tools sufficiently to supervise their use.

— All AI-generated citations and statutory references must be verified against a primary source before inclusion in any filing, memo, or client deliverable.

3. Definitions

— **AI Tool:** any software using machine learning or generative models to produce text, analysis, or document drafts.

— **Approved Tool:** an AI tool on the Firm's current approved-tool list, vetted for its data tier and use cases.

— **Client-Specific Data:** any information identifying a client, a matter, a property, a counterparty, or deal economics.

4. Permitted Uses

— Internal administration and standard operating procedures.

— Intake summaries, document-request lists, consultation prep, and plain-English client communications, after attorney review.

— First-draft assistance from attorney-supplied facts on instruments, contracts, leases, closing packages, and correspondence.

— Reviewed marketing and educational content.

— Internal analysis: issue spotting, chronologies, financial organization, lease abstracting, and title and survey extraction.

5. Prohibited Uses

— Client identifiers, wire instructions, or account numbers in non-approved AI tools.

— AI as the sole legal research or the sole source of legal authority.

— Unverified citations, statutory references, or code sections in any filing, memo, or client deliverable.

— AI as the last set of eyes on any Florida real estate instrument that will be executed, recorded, or filed.

— AI generating a legal description, or making determinations on homestead status, marital joinder, documentary-stamp recital, intangible-tax computation, Chapter 718/720 amendment thresholds, or estoppel fee caps.

— AI communicating with clients, lenders, counterparties, or title underwriters as a lawyer.

6. Confidentiality and Data Handling

No confidential information may be entered into any AI tool unless that tool is approved for the relevant data tier. Strip client identifiers, wire instructions, and account numbers before using any tool not approved for Tier 3 or Tier 4 data. Tier 4 data, meaning wire instructions, FIRPTA Social Security and EIN numbers, bank-account numbers, and entity beneficial-ownership detail, is handled in controlled systems and, by default, never placed in an AI tool.

7. Court and Tribunal Filings

Before filing AI-assisted work, determine whether the court, circuit, or assigned judge requires AI disclosure. For Florida state-court filings, comply with Rule of General Practice and Judicial Administration 2.515(d)(2) as amended by SC2026-0673. For federal filings, check the assigned judge's current standing order. Verify every citation against a primary source before filing.

8. Real Estate Practice Addendum

— AI may assist with first-draft assembly of real estate instruments inside an approved drafting environment with firm precedent.

— AI may not be the last set of eyes on any instrument that will be executed, recorded, or filed. Every deed, mortgage, assignment, lease, and declaration amendment receives attorney review against current Florida authority.

— AI may not determine homestead status, marital-joinder requirements, documentary-stamp or intangible-tax computation, Chapter 718/720 amendment thresholds, or estoppel statutory caps.

— Legal descriptions are transcribed from source documents, never generated.

— Wire instructions are confirmed verbally with a known counterparty at a known number before disbursement, regardless of AI involvement in the communication thread.

9. Florida Two-Party Consent

Florida is a two-party consent state under Section 934.03. As a recommended firm policy, no AI notetaker may join or record a call, closing, or conversation until every participant has given prior express consent, documented on the record. The statute requires all-party prior consent for covered interception; this documentation method is the Firm's stricter policy.

10. Incident Response

If a potential confidentiality breach through AI use occurs: stop using the tool, preserve and document what information was entered and where, notify the AI Policy Supervisor, and record containment and remediation. Determine promptly whether there was unauthorized access to electronic personal information within Fla. Stat. § 501.171. Tier 4 status alone does not establish that an EIN, wire instruction, or account number satisfies the statutory definition; assess the particular information and any required combination, including the statute's exclusions. Preserve the higher Tier 4 handling rule regardless of whether FIPA notice applies.

If the statute applies, notice to affected Florida individuals must be made as expeditiously as practicable and without unreasonable delay, generally no later than 30 days after determining or having reason to believe a breach occurred. A covered entity must notify the Department of Legal Affairs when 500 or more Florida individuals are affected, as expeditiously as practicable and no later than the same 30-day trigger. A good-cause written request can provide up to 15 additional days for notice to individuals under subsection (4); do not treat it as an extension of the department deadline. Individual notice may be delayed on a law-enforcement agency's written request, or waived after the statutory investigation, consultation, and documented no-harm determination. Review the precise conditions and department notice obligations in § 501.171(3)–(4) before acting. Treat suspected wire-fraud exposure as an emergency and confirm all instructions verbally.

11. Acknowledgment

All attorneys and staff must sign the AI Policy Acknowledgment upon hire and upon any material revision. The Firm maintains signed acknowledgments and a training log.

Appendix B: Client AI Disclosure Statement

The following language is suitable for inclusion in a client engagement letter or as a standalone disclosure. Customize the bracketed fields.

> **SAMPLE DISCLOSURE LANGUAGE**
>
> [Firm Name] uses technology, including artificial intelligence tools, to work more efficiently on your matter. We use these tools only in ways consistent with our professional obligations.
>
> We protect your confidential information. Client-specific information is used only with tools that meet our data-protection standards, and a licensed attorney reviews all work before it reaches you, a counterparty, or a court.
>
> We do not use these tools to make legal judgments on your matter. Those decisions are made by your attorney.
>
> If you prefer that we not use AI tools on your matter, tell us in writing and we will honor that request.

Implementation Notes

— Include this disclosure in your standard engagement letter, not as a separate document the client might not read.

— If a client asks you not to use AI on their matter, document the request in writing and honor it.

— Update the disclosure if your AI practices change materially.

— The disclosure need not list specific tools. Your practices matter more than any tool name.

Appendix C: Court AI Disclosure & Certification

Florida state courts and federal judges address AI disclosure differently. Use the language below as a starting point and adapt it to the specific order that applies.

SAMPLE CERTIFICATION LANGUAGE
[Florida state courts: Rule 2.515(d)(2)]
By signing this document, the undersigned represents that the legal authorities cited herein exist and are accurately cited.

[Federal filings or where a court order specifically requires AI disclosure]
The undersigned certifies that artificial intelligence tools were used in preparing portions of this filing under attorney supervision, and that all legal authorities cited exist, have been verified against a primary source, and are accurately cited.

[Attorney name, Bar number, date]

Note: The 2026 amendment adds a representation that cited legal authorities exist and are accurately cited to the subsection's existing signer representations: the document was read, has good grounds, and is not interposed for delay. The rule does not itself require this separate sample paragraph or a certification of AI use or attorney supervision. Use the Florida state-court block for state filings unless a valid order requires more. For federal filings, use the second block only if the assigned judge's standing order requires AI disclosure.

Implementation Notes

— For Florida state-court filings, SC2026-0673 amended Rule 2.515(d)(2) effective June 15, 2026. It governs state courts only.

— For federal filings, there is no uniform district-wide rule in any of Florida's three federal districts (N.D., M.D., or S.D. Fla.); check the assigned judge's standing order before every filing.

— For federal filings, check the assigned judge's current standing order. Individual judges vary. For Florida state courts, Rule 2.515(d)(2) as amended by SC2026-0673 governs statewide; prior circuit-level AI certification orders have been superseded by the statewide rule effective June 15, 2026.

— When in doubt, verify citations and follow the controlling rule or order. Disclose AI use only when required by a valid rule or order. Keep a log of AI-assisted filings regardless.

Appendix D: Letter to AI Vendors

Send this questionnaire to any vendor before approving a tool for client-specific real estate work. Treat non-answers as answers.

1. Do you train your models on our data or our prompts? If so, can that be disabled by contract?
2. Will you sign a Data Protection Agreement with a no-training-on-our-data clause?
3. Where is our data stored and processed, and which subprocessors have access?
4. How long is our data retained, and can we require deletion on demand?
5. What is your breach-notification commitment, and within what timeframe?
6. How do you handle highly sensitive data, meaning wire instructions, Social Security and EIN numbers, and bank-account numbers, that appears in real estate files?
7. Do you offer enterprise access controls, audit logs, and role-based permissions?
8. What independent security certifications do you hold, and when were they last audited?
9. If we stop using your tool, what happens to our data, and how is its destruction confirmed?

> **NOTE**
>
> No signed DPA and no no-training clause means the tool is not approved for Tier 3 or Tier 4 data. Full stop.
>
> Vague answers on subprocessors, retention, or deletion are themselves a red flag.
>
> A tool can be excellent for Tier 1 public work and still be wrong for a closing file. Approve by data tier, not by reputation.

Appendix E: 90-Day Implementation Roadmap

The firms that fail with AI try to implement everything at once. Start narrow. Get good at two or three workflows. Then expand.

Days 1–30: Foundation

— Designate an AI Policy Supervisor. In a small firm, usually the managing partner.

— Confirm Florida Bar technology-CLE compliance; if short, register for an approved AI program now.

— Pull the malpractice policy and read the technology and cyber endorsements; email the carrier the AI coverage and disclosure questions.

— Audit current tool use. Ask what staff are already using inside research platforms, the practice-management system, and the title platform?

— Adopt the governance policy in Appendix A, customize it, and have all staff sign the acknowledgment.

— Run a 60-minute training on the policy, the data-classification tiers, and the approved-tool list. Walk three live examples: one safe, one cautionary, one prohibited.

— Pilot one high-volume, low-risk workflow: title-commitment summaries or weekly status emails.

Days 31–60: Build Proficiency

— Implement AI-assisted first drafts for the three most common instruments, with the attorney-review checklist built in: homestead and joinder, documentary-stamp recital, intangible-tax exposure, legal-description transcription.

— Train staff on the title, survey, and estoppel prompts, and build the citation- and statute-verification gate into every research workflow.

— Deploy the weekly status email and the closing-day reminder bundle across the active book.

— Build the firm prompt library from this playbook, customized to your forms and voice.

Days 61–90: Optimize and Expand

— Measure time saved per matter type and confirm your flat fees and any hourly records reflect the actual work.

— Move AI into commercial PSA, lease, and loan-document review on live matters, re-read by a lawyer.

— Deploy the condominium due-diligence prompts, meaning declaration summary, estoppel, and milestone/SIRS status, as standard workflow if you carry condo volume.

— Update the approved-tool list and policy, schedule the annual review, and check the Bar, the GSE guides, and your courts' administrative orders for new AI and condo-financing directives.

> **WHAT SUCCESS LOOKS LIKE AT DAY 90**
>
> Every lawyer and staff member knows which AI tools are approved and which are not.
>
> No instrument records without attorney review, and no legal description is ever generated.

> Every AI-generated citation and statutory reference is verified against a primary source before anyone sees it.
>
> No wire instructions, FIRPTA numbers, or account numbers have gone near a tool without controlled handling.
>
> Your fees reflect the work actually performed, AI efficiency included.
>
> The AI Policy Supervisor can show, in writing, what is approved, who has been trained, and how the firm responds when something goes wrong.

Appendix F: Key Authorities

The statutes, rules, cases, and agency materials cited in this playbook, with the primary source for each. Dates and figures move; check the source directly before relying on anything below in a client matter.

Deeds and Recording

-- Florida Statutes Section 689.01, conveyance and witness requirements -- https://www.flsenate.gov/Laws/Statutes/2026/689.01

-- Florida Statutes Section 689.111, homestead conveyance and spousal joinder -- https://www.flsenate.gov/Laws/Statutes/2026/689.111

-- Florida Statutes Section 695.03, acknowledgment for recording -- https://www.flsenate.gov/Laws/Statutes/2026/695.03

-- Florida Statutes Chapter 201, documentary stamp taxes -- https://www.flsenate.gov/Laws/Statutes/2026/Chapter201/All

Condominium Law

-- Florida Statutes Section 553.899, milestone inspections -- https://www.flsenate.gov/Laws/Statutes/2026/553.899

-- Florida Statutes Section 718.112(2)(f) and (g), reserves and SIRS -- https://www.flsenate.gov/Laws/Statutes/2026/718.112

-- Florida Statutes Section 718.116, condominium estoppel certificates -- https://www.flsenate.gov/Laws/Statutes/2026/718.116

-- Florida Statutes Section 720.30851, HOA estoppel certificates -- https://www.flsenate.gov/Laws/Statutes/2026/720.30851

-- HB 913 (2025), reserve funding and milestone inspection amendments -- https://flsenate.gov/Committees/BillSummaries/2025/html/913

Federal Regulatory (FinCEN)

-- FinCEN Residential Real Estate Rule status, current FAQ -- https://www.fincen.gov/rre-faqs

-- Fidelity National Financial, Inc. v. Bessent, No. 3:25-cv-00554 (M.D. Fla.) -- https://www.courtlistener.com/docket/70319799/fidelity-national-financial-inc-v-bessent/

Condo Financing

-- Freddie Mac Bulletin 2026-C, condo project and property-insurance changes -- https://guide.freddiemac.com/ci/okcsFattach/get/1010529_7

-- Fannie Mae Lender Letter LL-2026-03 -- https://singlefamily.fanniemae.com/media/44986/display

Flood Disclosure

-- Florida Statutes Section 689.302 -- https://www.flsenate.gov/Laws/Statutes/2026/689.302

-- Florida Statutes Section 83.512 -- https://www.flsenate.gov/Laws/Statutes/2026/83.512

Taxation

-- Florida Department of Revenue, Nonrecurring Intangible Tax -- https://floridarevenue.com/taxes/taxesfees/Pages/nonrecurring_intangible_tax.aspx

Florida Legal Ethics

-- Rules Regulating The Florida Bar, including Rules 4-1.1, 4-1.4, 4-1.5, 4-1.6, 4-1.7, 4-1.9, 4-1.18 and 4-3.3 -- https://www.floridabar.org/rules/rrtfb/

-- Florida Statutes Section 934.03, interception and consent -- https://www.flsenate.gov/Laws/Statutes/2026/934.03

-- Florida Statutes Section 501.171, security of confidential personal information -- https://www.flsenate.gov/Laws/Statutes/2026/501.171

-- Florida Bar Ethics Opinion 24-1 (Jan. 19, 2024) -- https://www.floridabar.org/etopinions/opinion-24-1/

Court Citation Rule

-- Florida Supreme Court Opinion SC2026-0673, amending Fla. R. Gen. Prac. & Jud. Admin. 2.515(d)(2) -- https://flcourts-media.flcourts.gov/content/download/2489374/opinion/Opinion_SC2026-0673.pdf

-- Administrative Order AOSC26-12 -- https://flcourts-media.flcourts.gov/content/download/2489379/file/AOSC26-12.pdf

Case Law

-- Capital Standard, LLC v. U.S. Bank National Association, No. 2D2024-1392, 2026 WL 2450571 (Fla. 2d DCA Aug. 21, 2026) -- https://www.courtlistener.com/opinion/10954406/capital-standard-llc-tchentsov-v-us-bank-national-association-bear/

-- Capital Standard, LLC v. U.S. Bank National Association, official slip opinion (Fla. 2d DCA Aug. 21, 2026) -- https://flcourts-media.flcourts.gov/content/download/2494161/opinion/Opinion_2024-1392.pdf

About Actionable AI

Actionable AI is a solo AI-adoption consultancy for small law firms. Founded by Greg Yates, a former Big Law corporate equity partner at Steptoe (NYC Managing Partner) and Seyfarth Shaw, it exists because most firms have nowhere to turn for honest, practice-area-specific AI guidance. The big consultancies do not know your practice. The vendors are not neutral. The CLEs are too general. And the firm down the street is guessing the same way you are.

The firm works only with small law firms in Florida. Not tech companies. Not generic small businesses. Law firms. The specificity is the point. Every recommendation, prompt, and policy is tested against actual Florida Bar guidance, actual Florida real estate statutes and recording requirements, and the actual workflow of the practice it is written for.

What We Do

— **AI readiness assessments:** where your firm is, where the gaps are, what to fix first.

— **Implementation support:** selecting tools, negotiating enterprise agreements, building governance that holds.

— **Prompts and training:** building the firm-specific prompt libraries and workflows that actually get used.

— **Ongoing advisory:** as the tools and Bar guidance change, your implementation changes with them.

Who This Playbook Is For

The managing partner of a small Florida real estate firm who knows AI matters, has probably experimented with it, and wants a practical roadmap from someone who has done the work. If that is you, this playbook is the first step. The conversation about your specific practice is the next one.

READY TO IMPLEMENT AI IN YOUR REAL ESTATE PRACTICE?

Book a free 15-minute assessment call to discuss (https://actionableai.s.gy/9Ei2uw):

— Which tools fit your closing volume, your case mix, and your budget.

— Which two or three workflows to start with for your practice.

— How to build a governance policy your staff will actually follow.

— Florida-specific ethics guardrails for your practice, your circuit, and your underwriters.

— Whether your client base includes condo buyers facing the 2026 financing and compliance changes.

No pitch. No deck. No obligation.

actionableai.net · Greg Yates · gyates@actionableai.net

Actionable AI

Download the free Florida AI Starter Playbook.

Eight practical resources for managing partners and firm administrators: a readiness checklist, five pilot workflows, a tool-approval scorecard, a lawyer verification checklist, and a 90-day plan. It is free, and the button below downloads it directly.

Scan to download the Starter Playbook

Download the Starter Playbook (PDF)

Direct download: Florida AI Starter Playbook (PDF)

Want a second set of eyes on which workflow to pick?

I take 15-minute calls with managing partners and administrators. I will tell you whether there is a fit. No deck.

Book a 15-minute introductory call

Book a 15-minute introductory call