

Amendment No.

CHAMBER ACTION

Senate

House

.

1 Representative La Rosa offered the following:

2
3 **Amendment to Amendment (966981) (with title amendment)**

4 Between lines 304 and 305 of the amendment, insert:

5 Section 2. Paragraph (c) of subsection (3) of section
6 718.117, Florida Statutes, is amended to read:

7 718.117 Termination of condominium.—

8 (3) OPTIONAL TERMINATION.—Except as provided in subsection
9 (2) or unless the declaration provides for a lower percentage,
10 the condominium form of ownership may be terminated for all or a
11 portion of the condominium property pursuant to a plan of
12 termination approved by at least 80 percent of the total voting
13 interests of the condominium. If 10 percent or more of the total
14 voting interests of the condominium have rejected the plan of

974971

Approved For Filing: 3/3/2016 4:18:40 PM

Amendment No.

15 termination by negative vote or by providing written objections,
16 the plan of termination may not proceed.

17 (c) For purposes of this subsection, the term "bulk owner"
18 means the single holder of such voting interests or an owner
19 together with a related entity or entities that would be
20 considered an insider, as defined in s. 726.102, holding such
21 voting interests. If the condominium association is a
22 residential association proposed for termination pursuant to
23 this section and, at the time of recording the plan of
24 termination, at least 80 percent of the total voting interests
25 are owned by a bulk owner, the plan of termination is subject to
26 the following conditions and limitations:

27 1. If the former condominium units are offered for lease
28 to the public after the termination, each unit owner in
29 occupancy immediately before the date of recording of the plan
30 of termination may lease his or her former unit and remain in
31 possession of the unit for 12 months after the effective date of
32 the termination on the same terms as similar unit types within
33 the property are being offered to the public. In order to obtain
34 a lease and exercise the right to retain exclusive possession of
35 the unit owner's former unit, the unit owner must make a written
36 request to the termination trustee to rent the former unit
37 within 90 days after the date the plan of termination is
38 recorded. Any unit owner who fails to timely make such written
39 request and sign a lease within 15 days after being presented
40 with a lease is deemed to have waived his or her right to retain

974971

Approved For Filing: 3/3/2016 4:18:40 PM

Amendment No.

41 possession of his or her former unit and shall be required to
42 vacate the former unit upon the effective date of the
43 termination, unless otherwise provided in the plan of
44 termination.

45 2. Any former unit owner whose unit was granted homestead
46 exemption status by the applicable county property appraiser as
47 of the date of the recording of the plan of termination shall be
48 paid a relocation payment in an amount equal to 1 percent of the
49 termination proceeds allocated to the owner's former unit. Any
50 relocation payment payable under this subparagraph shall be paid
51 by the single entity or related entities owning at least 80
52 percent of the total voting interests. Such relocation payment
53 shall be in addition to the termination proceeds for such
54 owner's former unit and shall be paid no later than 10 days
55 after the former unit owner vacates his or her former unit.

56 3. For their respective units, all unit owners other than
57 the bulk owner must be compensated at least 100 percent of the
58 fair market value of their units. The fair market value shall be
59 determined as of a date that is no earlier than 90 days before
60 the date that the plan of termination is recorded and shall be
61 determined by an independent appraiser selected by the
62 termination trustee. For an original purchaser from the
63 developer who rejects the plan of termination ~~and whose unit was~~
64 ~~granted homestead exemption status by the applicable county~~
65 ~~property appraiser,~~ or was an owner-occupied operating business,
66 as of the date that the plan of termination is recorded and who

974971

Approved For Filing: 3/3/2016 4:18:40 PM

Amendment No.

67 is current in payment of both assessments and other monetary
68 obligations to the association and any mortgage encumbering the
69 unit as of the date the plan of termination is recorded, the
70 fair market value for the unit owner rejecting the plan shall be
71 at least the original purchase price paid for the unit. For
72 purposes of this subparagraph, the term "fair market value"
73 means the price of a unit that a seller is willing to accept and
74 a buyer is willing to pay on the open market in an arms-length
75 transaction based on similar units sold in other condominiums,
76 including units sold in bulk purchases but excluding units sold
77 at wholesale or distressed prices. The purchase price of units
78 acquired in bulk following a bankruptcy or foreclosure shall not
79 be considered for purposes of determining fair market value.

80 4. The plan of termination must provide for payment of a
81 first mortgage encumbering a unit to the extent necessary to
82 satisfy the lien, but the payment may not exceed the unit's
83 share of the proceeds of termination under the plan. If the unit
84 owner is current in payment of both assessments and other
85 monetary obligations to the association and any mortgage
86 encumbering the unit as of the date the plan of termination is
87 recorded, the receipt by the holder of the unit's share of the
88 proceeds of termination under the plan or the outstanding
89 balance of the mortgage, whichever is less, shall be deemed to
90 have satisfied the first mortgage in full.

91 5. Before a plan of termination is presented to the unit
92 owners for consideration pursuant to this paragraph, the plan

974971

Approved For Filing: 3/3/2016 4:18:40 PM

Amendment No.

93 must include the following written disclosures in a sworn
94 statement:

95 a. The identity of any person or entity that owns or
96 controls 50 percent or more of the units in the condominium and,
97 if the units are owned by an artificial entity or entities, a
98 disclosure of the natural person or persons who, directly or
99 indirectly, manage or control the entity or entities and the
100 natural person or persons who, directly or indirectly, own or
101 control 20 percent or more of the artificial entity or entities
102 that constitute the bulk owner.

103 b. The units acquired by any bulk owner, the date each
104 unit was acquired, and the total amount of compensation paid to
105 each prior unit owner by the bulk owner, regardless of whether
106 attributed to the purchase price of the unit.

107 c. The relationship of any board member to the bulk owner
108 or any person or entity affiliated with the bulk owner subject
109 to disclosure pursuant to this subparagraph.

110 -----
111 -----

112 **T I T L E A M E N D M E N T**

113 Between lines 528 and 529 of the amendment, insert:
114 amending s. 718.117, F.S.; expanding recovery of fair
115 market value to all original purchasers who reject a
116 plan of termination;

974971

Approved For Filing: 3/3/2016 4:18:40 PM