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LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
03/26/2015	.	
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The Committee on Regulated Industries (Latvala) recommended the following:

Senate Amendment to Amendment (363030)

Delete lines 33 - 130
and insert:
together with a related entity or entities that would be
considered insiders, as defined in s. 726.102, holding such
voting interests. If the condominium association is a
residential association proposed for termination pursuant to
this section and, at the time of recording the plan of
termination, at least 80 percent of the total voting interests



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11 are owned by a bulk owner, the plan of termination is subject to
12 the following conditions and limitations:

13 1. If the former condominium units are offered for lease to
14 the public after the termination, each unit owner in occupancy
15 immediately before the date of recording of the plan of
16 termination may lease his or her former unit and remain in
17 possession of the unit for 12 months after the effective date of
18 the termination on the same terms as similar unit types within
19 the property are being offered to the public. In order to obtain
20 a lease and exercise the right to retain exclusive possession of
21 the unit owner's former unit, the unit owner must make a written
22 request to the termination trustee to rent the former unit
23 within 90 days after the date the plan of termination is
24 recorded. Any unit owner who fails to timely make such written
25 request and sign a lease within 15 days after being presented
26 with a lease is deemed to have waived his or her right to retain
27 possession of his or her former unit and is required to vacate
28 the former unit upon the effective date of the termination,
29 unless otherwise provided in the plan of termination.

30 2. Any former unit owner whose unit was granted homestead-
31 exemption status by the applicable county property appraiser as
32 of the date of the recording of the plan of termination shall be
33 paid a relocation payment in an amount equal to 1 percent of the
34 termination proceeds allocated to the owner's former unit. Any
35 relocation payment payable under this subparagraph shall be paid
36 by the single entity or related entities owning at least 80
37 percent of the total voting interests. Such relocation payment
38 is in addition to the termination proceeds for such owner's
39 former unit and shall be paid no later than 10 days after the



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40 former unit owner vacates his or her former unit.

41 3. All unit owners other than the bulk owner shall be
42 compensated at least 100 percent of the fair market value of
43 their respective units. The fair market value shall be
44 determined by an independent appraiser, selected by the
45 termination trustee, as of a date that is no earlier than 90
46 days before the date that the plan of termination is recorded.
47 Notwithstanding subsection (12), the allocation of the proceeds
48 of the sale of condominium property to owners of units
49 dissenting or objecting to the plan of termination must be 110
50 percent of the original purchase price, or 110 percent of fair
51 market value, whichever is greater. For purposes of this
52 subparagraph, the term "fair market value" means the price of a
53 unit that a seller is willing to accept and a buyer is willing
54 to pay on the open market in an arms-length transaction based on
55 similar units sold in other condominiums, including units sold
56 in bulk purchases but excluding units sold at wholesale or
57 distressed prices. The purchase price of units acquired in bulk
58 following a bankruptcy or foreclosure may not be considered for
59 purposes of determining fair market value.

60 4. A plan of termination is not effective unless the plan
61 provides that outstanding first mortgages of all unit owners
62 other than the bulk owner are satisfied in full before, or
63 simultaneously with, the termination.

64 5. Before presenting a plan of termination to the unit
65 owners for consideration pursuant to this paragraph, the plan
66 must include the following written disclosures in a sworn
67 statement:

68 a. The identity of any person or entity that owns or



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69 controls 50 percent or more of the units in the condominium and,
70 if the units are owned by an artificial entity or entities, a
71 disclosure of the natural person or persons who, directly or
72 indirectly, manage or control the entity or entities and the
73 natural person or persons who, directly or indirectly, own or
74 control 20 percent or more of the artificial entity or entities
75 that constitute the bulk owner.

76 b. The units acquired by any bulk owner, the date each unit
77 was acquired, and the total amount of compensation paid to each
78 prior unit owner by the bulk owner, regardless of whether
79 attributed to the purchase price of the unit.

80 c. The relationship of any board member to the bulk owner
81 or any person or entity affiliated with the bulk owner subject
82 to disclosure pursuant to this subparagraph.

83 (e) If the members of the board of administration are
84 elected by the bulk owner, unit owners other than the bulk owner
85 may elect at least one-third of the members of the board of
86 administration before the approval of any plan of termination by
87 the board.