

Amendment No. 1

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	<u> </u>	(Y/N)
ADOPTED AS AMENDED	<u> </u>	(Y/N)
ADOPTED W/O OBJECTION	<u> </u>	(Y/N)
FAILED TO ADOPT	<u> </u>	(Y/N)
WITHDRAWN	<u> </u>	(Y/N)
OTHER	<u> </u>	

1 Committee/Subcommittee hearing bill: Business & Professions
 2 Subcommittee

3 Representative Sprowls offered the following:

4

5 **Amendment**

6 Remove lines 47-144 and insert:

7 together with a related entity or entities that would be
 8 considered an insider, as defined in s. 726.102, holding such
 9 voting interests. If the condominium association is a
 10 residential association proposed for termination pursuant to
 11 this section and, at the time of recording the plan of
 12 termination, at least 80 percent of the total voting interests
 13 are owned by a bulk owner, the plan of termination is subject to
 14 the following conditions and limitations:

15 1. If the former condominium units are offered for lease
 16 to the public after the termination, each unit owner in
 17 occupancy immediately before the date of recording of the plan

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

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

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

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

67 5. Before presenting a plan of termination to the unit
68 owners for consideration pursuant to this paragraph, the plan

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69 must include the following written disclosures in a sworn
70 statement:

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

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

83 c. The relationship of any board member to the bulk owner
84 or any person or entity affiliated with the bulk owner subject
85 to disclosure pursuant to this subparagraph.

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