

By the Committee on Regulated Industries and Senators Silver
and Dyer

315-1659B-98

1 A bill to be entitled
2 An act relating to timeshare plans; amending s.
3 721.03, F.S.; revising provisions with respect
4 to the scope of the chapter; providing for
5 certain rules; amending s. 721.05, F.S.;
6 defining the term "regulated short-term
7 product"; amending s. 721.06, F.S.; revising
8 provisions with respect to contracts for the
9 purchase of timeshare periods; amending s.
10 721.07, F.S.; revising provisions with respect
11 to public offering statements; providing a time
12 period for amendments that add a new component
13 site to an approved multisite timeshare plan;
14 amending s. 721.075, F.S.; deleting provisions
15 with respect to certain incidental benefits
16 offered by a developer; amending s. 721.09,
17 F.S.; revising provisions with respect to
18 reservation agreements; providing for
19 cancellation of such agreements under certain
20 circumstances; amending s. 721.11, F.S.;
21 requiring that advertisements of regulated
22 short-term products be filed with the division;
23 requiring disclosure statements for purchase
24 agreements; amending s. 721.13, F.S.; revising
25 provisions with respect to management; amending
26 s. 721.15, F.S.; revising provisions with
27 respect to assessments for common expenses;
28 amending s. 721.18, F.S.; revising a time
29 period with respect to the filing of certain
30 information concerning exchange programs;
31 amending s. 721.26, F.S.; authorizing the

1 imposition of penalties with respect to certain
2 rules; amending s. 721.265, F.S.; providing
3 service of process in receivership proceedings;
4 creating part III of chapter 721, F.S.;
5 creating the "Timeshare Lien Foreclosure Act";
6 providing legislative purpose; providing
7 definitions; providing for a registered agent;
8 providing for the consolidation of foreclosure
9 actions; creating part IV of ch. 721, F.S.;
10 creating timeshare commissioners of deeds;
11 providing an effective date.

12

13 Be It Enacted by the Legislature of the State of Florida:

14

15 Section 1. Paragraphs (b) and (c) of subsection (1) of
16 section 721.03, Florida Statutes, are amended to read:

17 721.03 Scope of chapter.--

18 (1) This chapter applies to all timeshare plans
19 consisting of more than seven timeshare periods over a period
20 of at least 3 years in which the accommodations or facilities
21 are located within this state; provided that:

22 (b) With respect to timeshare plans containing
23 accommodations or facilities located in this state which are
24 offered for sale outside the jurisdictional limits of the
25 United States, such offers shall be exempt from the
26 requirements of this chapter so long as the seller files the
27 information required by s. 721.07 or s. 721.55 with, and
28 obtains the approval of, the division ~~complies with the~~
29 ~~provisions of this paragraph.~~ This exemption becomes effective
30 upon the filing of such information with the division, if
31 approval is obtained within 6 months after the initial filing

1 at which time the exemption will expire unless the division
2 stipulates otherwise or approves the filing. The fees set
3 forth in s. 721.07(4) apply to all filings made hereunder.
4 Each purchase contract utilized in any offer of a timeshare
5 plan that occurs outside the jurisdictional limits of the
6 United States shall contain the following disclosure in
7 conspicuous type immediately above the space provided for the
8 purchaser's signature:

9
10 The offering of this timeshare plan outside the jurisdictional
11 limits of the United States of America is exempt from
12 regulation under Florida law, and any such purchase is not
13 protected by the State of Florida. However, the management
14 and operation of any accommodations or facilities located in
15 Florida is subject to Florida law and may give rise to
16 enforcement action regardless of the location of any offer.

17
18 Purchaser should note that (name of developer or other person
19 or entity) at (address) has a (describe developer's or other
20 person's or entity's actual interest) in the accommodations
21 and facilities of the timeshare plan.

22
23 (c) The exemption provided in paragraph (a) shall not
24 apply unless and until a claim of exemption from regulation
25 containing the information required by paragraph (a) and s.
26 721.51(3)(b) and accompanied by the fee required by s.
27 721.51(3)(b) is filed with and approved by the division. The
28 division may adopt rules designating those provisions of ss.
29 721.07 and 721.55 which need not be addressed in the filings
30 required in paragraph (b).~~The exemption provided in paragraph~~
31 ~~(b) shall only apply to accommodations or facilities which~~

1 ~~have first been filed with and approved by the division~~
2 ~~pursuant to s. 721.07 or s. 721.55.~~

3 Section 2. Present subsections (27), (28), (29), (30),
4 (31), (32), (33), (34), (35), and (36) of section 721.05,
5 Florida Statutes, are redesignated as subsections (28), (29),
6 (30), (31), (32), (33), (34), (35), (36), and (37),
7 respectively, and a new subsection (27) is added to that
8 section to read:

9 721.05 Definitions.--As used in this chapter, the
10 term:

11 (27) "Regulated short-term product" means a
12 contractual right, offered by the seller, to use
13 accommodations of a timeshare plan, provided that:

14 (a) The agreement to purchase the short-term right to
15 use is executed in this state on the same day that the
16 prospective purchaser receives an offer to acquire an interest
17 in a timeshare plan and does not execute a purchase contract,
18 after attending a sales presentation; and

19 (b) The acquisition of the right to use includes an
20 agreement that all or a portion of the consideration paid by
21 the prospective purchaser for the right to use will be applied
22 to or credited against the price of a future purchase of a
23 timeshare interest, or that the cost of a future purchase of a
24 timeshare interest will be fixed or locked in at a specified
25 price.

26 Section 3. Paragraph (f) of subsection (1) of section
27 721.06, Florida Statutes, is amended to read:

28 721.06 Contracts for purchase of timeshare periods.--

29 (1) Each seller shall utilize, and furnish each
30 purchaser a fully completed and executed copy of, a contract

31

1 | pertaining to the sale, which contract shall include the
2 | following information:

3 | (f) Immediately prior to the space reserved in the
4 | contract for the signature of the purchaser, in conspicuous
5 | type, substantially the following statements:

6 |
7 | You may cancel this contract without any penalty or
8 | obligation within 10 calendar days after ~~from~~ the date you
9 | sign this contract, and within ~~until~~ 10 calendar days after
10 | the date you receive the approved public offering statement,
11 | whichever is later.

12 | If you decide to cancel this contract, you must notify
13 | the developer in writing of your intent to cancel. Your
14 | notice of cancellation shall be effective upon the date sent
15 | and shall be sent to ...(Name of Developer)... at ...(Address
16 | of Developer).... Any attempt to obtain a waiver of your
17 | cancellation right is unlawful. While you may execute all
18 | closing documents in advance, the closing, as evidenced by
19 | delivery of the deed or other document, before expiration of
20 | your 10-day cancellation period, is prohibited.

21 | Section 4. Paragraph (a) of subsection (3) of section
22 | 721.07, Florida Statutes, is amended to read:

23 | 721.07 Public offering statement.--Prior to offering
24 | any timeshare plan, the developer must file a public offering
25 | statement with the division for approval as prescribed by s.
26 | 721.03, s. 721.55, or this section. Until the division
27 | approves such filing, any contract regarding the sale of the
28 | timeshare plan which is the subject of the public offering
29 | statement is voidable by the purchaser.

30 | (3)(a)1. Any change to an approved filing shall be
31 | filed with the division for approval as an amendment prior to

1 becoming effective. The division shall have 20 days after
2 receipt of a proposed amendment to approve or cite
3 deficiencies in the proposed amendment. If the division fails
4 to act within 20 days, the amendment will be deemed approved.
5 If the proposed amendment adds a new component site to an
6 approved multisite timeshare plan, the division's initial
7 period in which to approve or cite deficiencies is 45 days.If
8 the developer fails to adequately respond to any deficiency
9 notice within 30 days, the division may reject the amendment.
10 Subsequent to such rejection, a new filing fee pursuant to
11 subsection (4) and a new division initial review period
12 pursuant to this paragraph shall apply to any refiling or
13 further review of the rejected amendment.

14 2. For filings only subject to this part, each
15 approved amendment, other than an amendment made only for the
16 purpose of the addition of a phase or phases to the timeshare
17 plan in the manner described in the timeshare instrument,
18 shall be delivered to a purchaser no later than 10 days prior
19 to closing. For filings made under part II, each approved
20 amendment to the multisite timeshare plan public offering
21 statement, other than an amendment made only for the purpose
22 of the addition, substitution, or deletion of a component site
23 pursuant to part II or the addition of a phase or phases to a
24 component site of a multisite timeshare plan in the manner
25 described in the timeshare instrument, shall be delivered to a
26 purchaser no later than 10 days prior to closing.

27 3. Amendments made to a timeshare instrument for a
28 component site located in this state shall only be delivered
29 to those purchasers who will receive a timeshare estate or a
30 specific timeshare license in that component site. Amendments
31 made to a timeshare instrument for a component site not

1 | located in this state are not required to be delivered to
2 | purchasers.

3 | Section 5. Section 721.075, Florida Statutes, is
4 | amended to read:

5 | 721.075 Incidental benefits.--Incidental benefits
6 | shall be offered only as provided in this section.

7 | (1) Accommodations, facilities, products, services,
8 | discounts, or other benefits which satisfy the requirements of
9 | this subsection shall be subject to the provisions of this
10 | section and exempt from the other provisions of this part
11 | which would otherwise apply to accommodations and facilities
12 | if and only if:

13 | (a) The use of or participation in the incidental
14 | benefit by the prospective purchaser is completely voluntary,
15 | and payment of any fee or other cost associated with the
16 | incidental benefit is required only upon such use or
17 | participation.

18 | (b) No costs of acquisition, operation, maintenance,
19 | or repair of the incidental benefit are passed on to
20 | purchasers of the timeshare plan as common expenses of the
21 | timeshare plan or as common expenses of a component site of a
22 | multisite timeshare plan.

23 | (c) The continued availability of the incidental
24 | benefit is not necessary in order for any accommodation or
25 | facility of the timeshare plan to be available for use by
26 | purchasers of the timeshare plan in a manner consistent in all
27 | material respects with the manner portrayed by any promotional
28 | material, advertising, or public offering statement.

29 | (d) The continued availability to purchasers of
30 | timeshare plan accommodations on no greater than a one-to-one
31 |

1 purchaser to accommodation ratio is not dependent upon
2 continued availability of the incidental benefit.

3 (e) The incidental benefit will continue to be
4 available in the manner represented to prospective purchasers
5 for no less than 6 months but less than 3 years after the
6 first date that the timeshare plan is available for use by the
7 purchaser. The developer shall not be required to make the
8 incidental benefit available for longer than 18 months after
9 the date of purchase. Nothing herein shall prevent the renewal
10 or extension of the availability of an incidental benefit
11 ~~after the expiration of its term, provided that any ability to~~
12 ~~renew is not represented or otherwise portrayed to a~~
13 ~~prospective purchaser or to a purchaser prior to the~~
14 ~~expiration of his or her initial 10-day voidability period.~~

15 (f) The aggregate represented value of all incidental
16 benefits offered by a developer to a purchaser may not exceed
17 15 percent of the purchase price paid by the purchaser for his
18 or her timeshare period.

19 (g) The incidental benefit is filed with the division
20 in conjunction with the filing of a timeshare plan or in
21 connection with a previously filed timeshare plan.

22 (2) Each purchaser shall execute a separate
23 acknowledgment and disclosure statement with respect to all
24 incidental benefits, which statement shall include the
25 following information:

26 (a) A fair description of the incidental benefit,
27 including, but not limited to, the represented value of the
28 benefit; any user fees or costs associated therewith; and any
29 restrictions upon use or availability.

30 (b) A statement that use of or participation in the
31 incidental benefit by the prospective purchaser is completely

1 voluntary, and that payment of any fee or other cost
2 associated with the incidental benefit is required only upon
3 such use or participation.

4 (c) A statement that the incidental benefit is not
5 assignable or otherwise transferable by the prospective
6 purchaser or purchaser.

7 (d) The following disclosure in conspicuous type
8 immediately above the space for the purchaser's signature:

9
10 [Describe incidental benefit] is an incidental benefit
11 offered to prospective purchasers of the timeshare plan [or
12 other permitted reference pursuant to s. 721.11(5)(a)]. This
13 benefit is available for your use for a ~~term of~~ [minimum of 6
14 months but less than 3 years] after the first date that the
15 timeshare plan is available for your use. The availability of
16 the incidental benefit may or may not be renewed or extended.
17 You should not purchase an interest in the timeshare plan in
18 reliance upon the continued availability or renewal or
19 extension of this benefit.

20
21 The acknowledgment and disclosure statement for each
22 incidental benefit shall be filed with the division prior to
23 use. Each purchaser shall receive a copy of his or her
24 executed acknowledgment and disclosure statement as a document
25 required to be provided to him or her pursuant to s.
26 721.10(1)(b).

27 (3)(a) In the event that an incidental benefit becomes
28 unavailable to purchasers in the manner represented by the
29 developer in the acknowledgment and disclosure statement, the
30 developer shall pay the purchaser the greater of twice the
31 verifiable retail value or twice the represented value of the

1 unavailable incidental benefit in cash within 30 days of the
2 date that the unavailability of the incidental benefit was
3 made known to the developer unless the developer has reserved
4 a substitution right pursuant to paragraph (b) by making the
5 required disclosure in the acknowledgment and disclosure
6 statement and timely makes the substitution as required by
7 paragraph (b). The developer shall promptly notify the
8 division upon learning of the unavailability of any incidental
9 benefit.

10 (b) If an incidental benefit becomes unavailable as a
11 result of events beyond the control of the developer, the
12 developer may reserve the right to substitute a replacement
13 incidental benefit of a type, quality, value, and term
14 reasonably similar to the unavailable incidental benefit by
15 including the following language in the disclosure required by
16 paragraph (2)(d):

17
18 In the event [describe incidental benefit] becomes
19 unavailable as a result of events beyond the control of the
20 developer, the developer reserves the right to substitute a
21 replacement incidental benefit of a type, quality, value, and
22 term reasonably similar to the unavailable incidental benefit.
23

24 The substituted incidental benefit shall be delivered to the
25 purchaser within 30 days after the date that the
26 unavailability of the incidental benefit was made known to the
27 developer.

28 ~~(4) If the aggregate represented value of all~~
29 ~~incidental benefits offered by a developer to a purchaser~~
30 ~~exceeds 5 percent of the purchase price paid by that~~
31 ~~purchaser, then, prior to offering the incidental benefits,~~

1 ~~the developer must file an irrevocable letter of credit,~~
2 ~~surety bond, or other assurance acceptable to the director of~~
3 ~~the division that will reasonably assure the delivery of the~~
4 ~~promised incidental benefits to the purchaser; provided,~~
5 ~~however, that the maximum amount of such assurance shall equal~~
6 ~~the portion of the aggregate represented value of the offered~~
7 ~~incidental benefits which exceeds 5 percent of the purchase~~
8 ~~price contracted for by that purchaser. Proceeds from any~~
9 ~~assurance accepted by the division shall be used to provide~~
10 ~~refunds to purchasers pursuant to this section. If the~~
11 ~~aggregate represented value of all incidental benefits offered~~
12 ~~by a developer to a purchaser is equal to or less than 5~~
13 ~~percent of the purchase price paid by that purchaser, no~~
14 ~~assurance shall be required from the developer prior to~~
15 ~~offering any incidental benefit.~~

16 (4)~~(5)~~ All purchaser remedies pursuant to s. 721.21
17 shall be available for any violation of the provisions of this
18 section.

19 Section 6. Subsection (1) of section 721.09, Florida
20 Statutes, is amended to read:

21 721.09 Reservation agreements; escrows.--

22 (1)(a) Prior to filing the public offering statement
23 with the division, a seller shall not offer a timeshare plan
24 for sale but may accept reservation deposits and advertise the
25 reservation deposit program upon approval by the division of a
26 fully executed escrow agreement and reservation agreement
27 properly filed with the division.

28 (b) Reservations shall not be taken on a timeshare
29 plan unless the seller has an ownership interest or leasehold
30 interest, of a duration at least equal to the duration of the
31

1 proposed timeshare plan, in the land upon which the timeshare
2 plan is to be developed.

3 (c) If the timeshare plan subject to the reservation
4 agreement has not been filed with the division under s.
5 721.07(5) or s. 721.55 within 90 days after the date the
6 division approves the reservation agreement filing, the seller
7 must immediately cancel all outstanding reservation
8 agreements, refund all escrowed funds to prospective
9 purchasers, and discontinue accepting reservation deposits or
10 advertising the availability of reservation agreements.

11 (d) A seller who has filed a reservation agreement and
12 an escrow agreement under this section may advertise the
13 reservation agreement program if the advertising material
14 meets the following requirements:

15 1. The seller complies with the provisions of s.
16 721.11 with respect to such advertising material.

17 2. The advertising material is limited to a general
18 description of the proposed timeshare plan, including, but not
19 limited to, a general description of the type, number, and
20 size of accommodations and facilities and the name of the
21 proposed timeshare plan.

22 3. The advertising material contains a statement that
23 the advertising material is being distributed in connection
24 with an approved reservation agreement filing only and that
25 the seller cannot offer an interest in the timeshare plan for
26 sale until a public offering statement has been filed with the
27 division under this chapter.

28 Section 7. Subsection (6) is added to section 721.11,
29 Florida Statutes, to read:

30 721.11 Advertising materials; oral statements.--

31

1 (6) Failure to provide cancellation rights or
2 disclosures as required by this subsection in connection with
3 the sale of a regulated short-term product constitutes
4 misrepresentation in accordance with paragraph (4)(a). Any
5 agreement relating to the sale of a regulated short-term
6 product must be regulated as advertising material and is
7 subject to the following:

8 (a) A standard form of any agreement relating to the
9 sale of a regulated short-term product must be filed 10 days
10 prior to use with the division as advertising material under
11 this section. Each seller shall furnish each purchaser of a
12 regulated short-term product with a fully completed and
13 executed copy of the agreement at the time of execution.

14 (b) A purchaser of a regulated short-term product has
15 the right to cancel the agreement until midnight of the 10th
16 calendar day following the execution date of the agreement.
17 The right of cancellation may not be waived by the prospective
18 purchaser or by any other person on behalf of the prospective
19 purchaser. Notice of cancellation must be given in the same
20 manner prescribed for giving notice of cancellation under s.
21 721.10(2). If the prospective purchaser gives a valid notice
22 of cancellation or is otherwise entitled to cancel the sale,
23 the funds or property received from or on behalf of the
24 prospective purchaser, or the proceeds thereof, must be
25 returned to the prospective purchaser. Such refund must be
26 made in the same manner prescribed for refunds under s.
27 721.10.

28 (c) An agreement for purchase of a regulated
29 short-term product must contain substantially the following
30 statements, given at the time the agreement is made:

31

1 1. A statement that if the purchaser of a regulated
2 short-term product cancels the agreement during the 10-day
3 cancellation period, the seller will refund to the prospective
4 purchaser the total amount of all payments made by the
5 prospective purchaser under the agreement, reduced by the
6 proportion of any benefits the prospective purchaser has
7 actually received under the agreement prior to the effective
8 date of the cancellation; and

9 2. A statement that the specific value for each
10 benefit received by the prospective purchaser under the
11 agreement will be as agreed to between the prospective
12 purchaser and the seller.

13 (d) An agreement for purchase of a regulated
14 short-term product must contain substantially the following
15 statements in conspicuous type immediately above the space
16 reserved in the agreement for the signature of the prospective
17 purchaser:

18 You may cancel this agreement without any
19 penalty or obligation within 10 calendar days
20 [or specify a longer time period represented to
21 the purchaser] after the date you sign this
22 agreement. If you decide to cancel this
23 agreement, you must notify the seller in
24 writing of your intent to cancel. Your notice
25 of cancellation is effective upon the date sent
26 and must be sent to ...(Name of Seller)... at
27 ...(Address of Seller).... Any attempt to
28 obtain a waiver of your cancellation right is
29 unlawful.

30 If you execute a purchase contract for a
31 timeshare period, section 721.08, Florida

1 Statutes, (escrow accounts) will apply to any
2 funds or other property received from you or on
3 your behalf. Section 721.10, Florida Statutes,
4 (cancellation) will apply to the purchase and
5 you will not be entitled to a cancellation
6 refund of the short-term product [or specify an
7 alternate refund policy under these
8 circumstances].
9 (e) If the seller provides the purchaser with the
10 right to cancel the purchase of a regulated short-term product
11 at any time up to 7 days prior to the purchaser's reserved use
12 of the accommodations, but in no event less than 10 days, and
13 if the seller refunds the total amount of all payments made by
14 the purchaser reduced by the proportion of any benefits the
15 purchaser has actually received prior to the effective date of
16 the cancellation, the specific value of which has been agreed
17 to between the purchaser and the seller, the short-term
18 product offer shall be exempt from the requirements of
19 paragraphs (b), (c), and (d). An agreement relating to the
20 sale of the regulated short-term product made pursuant to this
21 paragraph must contain a statement setting forth the
22 cancellation and refund rights of the prospective purchaser in
23 a manner that is consistent with this section and s. 721.10,
24 including a description of the length of the cancellation
25 right, a statement that the purchaser's intent to cancel must
26 be in writing and sent to the seller at a specified address, a
27 statement that the notice of cancellation is effective upon
28 the date sent, and a statement that any attempt to waive the
29 cancellation right is unlawful. The right of cancellation
30 shall be given in the same manner prescribed for giving notice
31 of cancellation pursuant to s. 721.10(2). In the event that

1 the prospective purchaser gives a valid notice of
2 cancellation, or is otherwise entitled to cancel the sale, the
3 funds or property received from or on behalf of the
4 prospective purchaser, or the proceeds thereof, shall be
5 returned to the prospective purchaser. Such refund shall be
6 made in the manner prescribed for refunds under s. 721.10.

7 Section 8. Paragraphs (c), (e), and (i) of subsection
8 (3) and subsection (4) of section 721.13, Florida Statutes,
9 are amended to read:

10 721.13 Management.--

11 (3) The duties of the managing entity include, but are
12 not limited to:

13 (c)1. Providing each year to all purchasers an
14 itemized annual budget which shall include all estimated
15 revenues and expenses. The budget shall be in the form
16 required by s. 721.07(5)(x) and shall be the final budget
17 adopted by the managing entity for the current fiscal year.
18 The budget shall contain, as a footnote or otherwise, any
19 related party transaction disclosures or notes which appear in
20 the audited financial statements of the managing entity for
21 the previous budget year as required by paragraph (e). A copy
22 of the final budget shall be filed with the division within 30
23 days after its adoption by the managing entity together with a
24 statement of the number of periods of 7-day annual use
25 availability that exist within the timeshare plan, including
26 those periods filed for sale by the developer but not yet
27 committed to the timeshare plan, for which annual fees are
28 required to be paid to the division under s. 721.27.

29 2. Notwithstanding anything contained in chapter 718
30 or chapter 719 to the contrary, the board of administration of
31 an owners' association which serves as managing entity may

1 from time to time reallocate reserves for deferred maintenance
2 and capital expenditures required by s. 721.07(5)(x)3.a.(XI)
3 from any deferred maintenance or capital expenditure reserve
4 account to any other deferred maintenance or capital
5 expenditure reserve account or accounts in its discretion
6 without the consent of purchasers of the timeshare plan.
7 Funds in any deferred maintenance or capital expenditure
8 reserve account may not be transferred to any operating
9 account without the consent of a majority of the purchasers of
10 the timeshare plan.

11 (e) Arranging for an annual ~~independent~~ audit of the
12 financial statements ~~all the books and financial records~~ of
13 the timeshare plan by a certified public accountant licensed
14 by the Board of Accountancy of the Department of Business and
15 Professional Regulation, in accordance with generally accepted
16 auditing standards as defined by the rules of the Board of
17 Accountancy of the Department of Business and Professional
18 Regulation. The financial statements required by this section
19 must be prepared on an accrual basis using fund accounting,
20 and must be presented in accordance with generally accepted
21 accounting principles. A copy of the audited financial
22 statements ~~audit~~ must shall be filed with the division and
23 forwarded to the board of directors and officers of the
24 owners' association, ~~or,~~ if one exists, no later than 5
25 calendar months after the end of the timeshare plan's fiscal
26 year. If no owners' association exists, the owner of each
27 purchaser timeshare period must shall be notified, no later
28 than 5 months after the end of the timeshare plan's fiscal
29 year, that a copy of the audited financial statements such
30 audit is available upon request to the managing entity.
31 Notwithstanding any requirement of s. 718.111(13) or (14), the

1 audited financial statements required by this section are the
2 only annual financial reporting requirements for timeshare
3 condominiums.

4 (i) Submitting to the division the statement of
5 receipts and disbursements regarding the ad valorem tax escrow
6 account as required by s. 192.037(6)(e). The statement of
7 receipts and disbursements must also include a statement
8 disclosing that all ad valorem taxes have been paid in full to
9 the tax collector through the current assessment year, or, if
10 all such ad valorem taxes have not been paid in full to the
11 tax collector, a statement disclosing those assessment years
12 for which there are outstanding ad valorem taxes due and the
13 total amount of all delinquent taxes, interest, and penalties
14 for each such assessment year as of the date of the statement
15 of receipts and disbursements.

16 (4) The managing entity shall maintain among its
17 records and provide to the division upon request a complete
18 list of the names and addresses of all purchasers and owners
19 of timeshare units in the timeshare plan. The managing entity
20 shall update this list no less frequently than quarterly.
21 Pursuant to paragraph (3)(d), the managing entity may not
22 publish this owner's list or provide a copy of it to any
23 purchaser or to any third party other than the division.
24 ~~However, if the managing entity includes a condominium~~
25 ~~association subject to the provisions of chapter 718 or a~~
26 ~~cooperative association subject to the provisions of chapter~~
27 ~~719,~~ the managing entity shall initiate a mailing to those
28 persons listed on the owner's list upon the written request of
29 any purchaser if the purpose of the mailing is to advance
30 legitimate association business, such as a proxy solicitation
31 for any purpose, including the recall of one or more board

1 members or the discharge of the manager or management firm.
2 The use of any proxies solicited in this manner must comply
3 with the provisions of the timeshare instrument and this
4 chapter. The board of administration of the association shall
5 be responsible for determining the appropriateness of any
6 mailing requested pursuant to this subsection, and it shall be
7 a violation of this chapter and of part VIII of chapter 468
8 for the board of administration and/or the manager or
9 management firm to refuse to initiate any mailing requested
10 for the purpose of advancing legitimate association business.
11 The purchaser who requests the mailing must reimburse the
12 association in advance for the association's actual costs in
13 performing the mailing.

14 Section 9. Subsection (1) of section 721.15, Florida
15 Statutes, is amended to read:

16 721.15 Assessments for common expenses.--

17 (1)(a) Until a managing entity is created or provided
18 pursuant to s. 721.13, the developer shall pay all common
19 expenses. The timeshare instrument shall provide for the
20 allocation of common expenses among all timeshare units or
21 timeshare periods on a reasonable basis, ~~as appropriate,~~
22 including timeshare periods owned or not yet sold by the
23 developer. The timeshare instrument may provide that the
24 common expenses allocated may differ between those units that
25 are part of the timeshare plan and those units that are not
26 part of the timeshare plan; however, the different proportion
27 of expenses must be based upon reasonable differences in the
28 benefit provided to each.The timeshare instrument shall
29 allocate common expenses to timeshare periods owned or not yet
30 sold by the developer on the same basis that common expenses
31 are allocated to similar or equivalent timeshare periods sold

1 to purchasers. ~~Timeshare plans that are also governed by~~
2 ~~chapter 718 or chapter 719 shall allocate common expenses~~
3 ~~among the timeshare units in the manner required by those~~
4 ~~chapters.~~

5 (b) Notwithstanding any provision of chapter 718 or
6 chapter 719 to the contrary, the allocation of total common
7 expenses for a condominium or a cooperative timeshare plan may
8 vary on any reasonable basis including, but not limited to,
9 unit size, unit type, unit location, specific identification,
10 or a combination of these factors, if the percentage interest
11 in the common elements attributable to each timeshare
12 condominium parcel or timeshare cooperative parcel equals the
13 share of the total common expenses allocable to that parcel.
14 The share of a timeshare interest in the common expenses
15 allocable to the timeshare condominium parcel or the timeshare
16 cooperative parcel containing such interest may vary on any
17 reasonable basis if the timeshare interest's share of its
18 parcel's common expense allocation is equal to that timeshare
19 interest's share of the percentage interest in common elements
20 attributable to such parcel.

21 Section 10. Subsection (2) of section 721.18, Florida
22 Statutes, is amended to read:

23 721.18 Exchange programs; filing of information and
24 other materials; filing fees; unlawful acts in connection with
25 an exchange program.--

26 (2) Each exchange company offering an exchange program
27 to purchasers in this state shall file the information
28 specified in subsection (1) and the audit specified in
29 subsection (1) on or before June 1 at least 20 days prior to
30 July 1 of each year. However, an exchange company shall make
31 its initial filing at least 20 days prior to offering an

1 exchange program to any purchaser in this state. Each filing
2 shall be accompanied by an annual filing fee of \$500. Within
3 20 days of receipt of such filing, the division shall
4 determine whether the filing is adequate to meet the
5 requirements of this section and shall notify the exchange
6 company in writing that the division has either approved the
7 filing or found specified deficiencies in the filing. If the
8 division fails to respond within 20 days, the filing shall be
9 deemed approved. The exchange company may correct the
10 deficiencies; and, within 10 days after receipt of corrections
11 from the exchange company, the division shall notify the
12 exchange company in writing that the division has either
13 approved the filing or found additional specified deficiencies
14 in the filing. If at any time the division determines that any
15 of such information supplied by an exchange company fails to
16 meet the requirements of this section, the division may
17 undertake enforcement action against the exchange company in
18 accordance with the provision of s. 721.26.

19 Section 11. Section 721.26, Florida Statutes, is
20 amended to read:

21 721.26 Regulation by division.--The division has the
22 power to enforce and ensure compliance with the provisions of
23 this chapter, except for part III and part IV, using the
24 powers provided in this chapter, as well as the powers
25 prescribed in chapters 498, 718, and 719. In performing its
26 duties, the division shall have the following powers and
27 duties:

28 (1) To aid in the enforcement of this chapter, or any
29 division rule or order promulgated or issued pursuant to this
30 chapter, the division may make necessary public or private
31 investigations within or outside this state to determine

1 whether any person has violated or is about to violate this
2 chapter, or any division rule or order promulgated or issued
3 pursuant to this chapter.

4 (2) The division may require or permit any person to
5 file a written statement under oath or otherwise, as the
6 division determines, as to the facts and circumstances
7 concerning a matter under investigation.

8 (3) For the purpose of any investigation under this
9 chapter, the director of the division or any officer or
10 employee designated by the director may administer oaths or
11 affirmations, subpoena witnesses and compel their attendance,
12 take evidence, and require the production of any matter which
13 is relevant to the investigation, including the identity,
14 existence, description, nature, custody, condition, and
15 location of any books, documents, or other tangible things and
16 the identity and location of persons having knowledge of
17 relevant facts or any other matter reasonably calculated to
18 lead to the discovery of material evidence. Failure to obey a
19 subpoena or to answer questions propounded by the
20 investigating officer and upon reasonable notice to all
21 persons affected thereby shall be a violation of this chapter.
22 In addition to the other enforcement powers authorized in this
23 subsection, the division may, at its discretion, apply to the
24 circuit court for an order compelling compliance.

25 (4) The division may prepare and disseminate a
26 prospectus and other information to assist prospective
27 purchasers, sellers, and managing entities of timeshare plans
28 in assessing the rights, privileges, and duties pertaining
29 thereto.

30 (5) Notwithstanding any remedies available to
31 purchasers, if the division has reasonable cause to believe

1 that a violation of this chapter, or of any division rule or
2 order promulgated or issued pursuant to this chapter, has
3 occurred, the division may institute enforcement proceedings
4 in its own name against any regulated party, as such term is
5 defined in this subsection:

6 (a)1. "Regulated party," for purposes of this section,
7 means any developer, exchange company, seller, managing
8 entity, association, association director, association
9 officer, management firm, escrow agent, trustee, any
10 respective assignees or agents, or any other person having
11 duties or obligations pursuant to this chapter.

12 2. Any person who materially participates in any offer
13 or disposition of any interest in, or the management or
14 operation of, a timeshare plan in violation of this chapter or
15 relevant rules involving fraud, deception, false pretenses,
16 misrepresentation, or false advertising or the disbursement,
17 concealment, or diversion of any funds or assets, which
18 conduct adversely affects the interests of a purchaser, and
19 which person directly or indirectly controls a regulated party
20 or is a general partner, officer, director, agent, or employee
21 of such regulated party, shall be jointly and severally liable
22 under this subsection with such regulated party, unless such
23 person did not know, and in the exercise of reasonable care
24 could not have known, of the existence of the facts giving
25 rise to the violation of this chapter. A right of
26 contribution shall exist among jointly and severally liable
27 persons pursuant to this paragraph.

28 (b) The division may permit any person whose conduct
29 or actions may be under investigation to waive formal
30 proceedings and enter into a consent proceeding whereby an
31

1 order, rule, or letter of censure or warning, whether formal
2 or informal, may be entered against that person.

3 (c) The division may issue an order requiring a
4 regulated party to cease and desist from an unlawful practice
5 under this chapter and take such affirmative action as in the
6 judgment of the division will carry out the purposes of this
7 chapter.

8 (d)1. The division may bring an action in circuit
9 court for declaratory or injunctive relief or for other
10 appropriate relief, including restitution.

11 2. The division shall have broad authority and
12 discretion to petition the circuit court to appoint a receiver
13 with respect to any managing entity which fails to perform its
14 duties and obligations under this chapter with respect to the
15 operation of a timeshare plan. The circumstances giving rise
16 to an appropriate petition for receivership under this
17 subparagraph include, but are not limited to:

18 a. Damage to or destruction of any of the
19 accommodations or facilities of a timeshare plan, where the
20 managing entity has failed to repair or reconstruct same.

21 b. A breach of fiduciary duty by the managing entity,
22 including, but not limited to, undisclosed self-dealing or
23 failure to timely assess, collect, or disburse the common
24 expenses of the timeshare plan.

25 c. Failure of the managing entity to operate the
26 timeshare plan in accordance with the timeshare instrument and
27 this chapter.

28
29 If, under the circumstances, it appears that the events giving
30 rise to the petition for receivership cannot be reasonably and
31 timely corrected in a cost-effective manner consistent with

1 the timeshare instrument, the receiver may petition the
2 circuit court to implement such amendments or revisions to the
3 timeshare instrument as may be necessary to enable the
4 managing entity to resume effective operation of the timeshare
5 plan, or to enter an order terminating the timeshare plan, or
6 to enter such further orders regarding the disposition of the
7 timeshare property as the court deems appropriate. All
8 reasonable costs and fees of the receiver relating to the
9 receivership shall become common expenses of the timeshare
10 plan upon order of the court.

11 3. The division may revoke its approval of any filing
12 for any timeshare plan for which a petition for receivership
13 has been filed pursuant to this paragraph.

14 (e)1. The division may impose a penalty against any
15 regulated party for a violation of this chapter or any rule
16 adopted thereunder. A penalty may be imposed on the basis of
17 each day of continuing violation, but in no event may the
18 penalty for any offense exceed \$10,000. All accounts
19 collected shall be deposited with the Treasurer to the credit
20 of the Division of Florida Land Sales, Condominiums, and
21 Mobile Homes Trust Fund.

22 2.a. If a regulated party fails to pay a penalty, the
23 division shall thereupon issue an order directing that such
24 regulated party cease and desist from further operation until
25 such time as the penalty is paid; or the division may pursue
26 enforcement of the penalty in a court of competent
27 jurisdiction.

28 b. If an association or managing entity fails to pay a
29 civil penalty, the division may pursue enforcement in a court
30 of competent jurisdiction.

31

1 (f) In order to permit the regulated party an
2 opportunity either to appeal such decision administratively or
3 to seek relief in a court of competent jurisdiction, the order
4 imposing the penalty or the cease and desist order shall not
5 become effective until 20 days after the date of such order.

6 (g) Any action commenced by the division shall be
7 brought in the county in which the division has its executive
8 offices or in the county where the violation occurred.

9 (h) Notice to any regulated party shall be complete
10 when delivered by United States mail, return receipt
11 requested, to the party's address currently on file with the
12 division or to such other address at which the division is
13 able to locate the party. Every regulated party has an
14 affirmative duty to notify the division of any change of
15 address at least 5 business days prior to such change.

16 (6) The division is authorized to adopt, amend, or
17 repeal rules pursuant to chapter 120 as necessary to
18 implement, enforce, and interpret this chapter.

19 (7)(a) The use of any unfair or deceptive act or
20 practice by any person in connection with the sales or other
21 operations of an exchange program or timeshare plan is a
22 violation of this chapter.

23 (b) Any violation of the Florida Deceptive and Unfair
24 Trade Practices Act, ss. 501.201 et seq., relating to the
25 creation, promotion, sale, operation, or management of any
26 timeshare plan shall also be a violation of this chapter.

27 (c) The division is authorized to institute
28 proceedings against any such person and take any appropriate
29 action authorized in this section in connection therewith,
30 notwithstanding any remedies available to purchasers.

31

1 (8) The failure of any person to comply with any order
2 of the division is a violation of this chapter.

3 Section 12. Subsection (3) is added to section
4 721.265, Florida Statutes, to read:

5 721.265 Service of process.--

6 (3) In addition to any means recognized by law,
7 substituted service of process on timeshare purchasers in
8 receivership proceedings may be made in accordance with s.
9 721.85(1).

10 Section 13. Part III of chapter 721, Florida Statutes,
11 consisting of sections 721.80, 721.81, 721.82, 721.83, 721.84,
12 721.85, and 721.86, Florida Statutes, is created to read:

13 Part III

14 FORECLOSURE OF LIENS ON TIMESHARE ESTATES

15 721.80 Short title.--This part may be cited as the
16 "Timeshare Lien Foreclosure Act."

17 721.81 Legislative purpose.--The purposes of this part
18 are to:

19 (1) Recognize that timeshare estates are parcels of
20 real property used for vacation experience rather than for
21 homestead purposes and that there are numerous timeshare
22 estates in the state.

23 (2) Recognize that the economic health and efficient
24 operation of the vacation ownership industry are in part
25 dependent upon the availability of an efficient and economical
26 process for foreclosure.

27 (3) Recognize the need to assist vacation ownership
28 resort owners' associations and mortgagees by simplifying and
29 expediting the process of foreclosure of assessment liens and
30 mortgage liens against timeshare estates.

31

1 (4) Reduce court congestion and the cost to taxpayers
2 by establishing streamlined procedures for the foreclosure of
3 assessment liens and mortgage liens against timeshare estates.

4 721.82 Definitions.--As used in this part, the term:

5 (1) "Assessment lien" means:

6 (a) A lien for delinquent assessments as provided in
7 ss. 721.16 and 718.116 as to timeshare condominiums; or

8 (b) A lien for unpaid taxes and special assessments as
9 provided in s. 192.037(8).

10 (2) "Junior interestholder" means any person who has a
11 lien or interest of record against a timeshare estate in the
12 county in which the timeshare estate is located, which is
13 inferior to the mortgage lien or assessment lien being
14 foreclosed under this part.

15 (3) "Lienholder" means a holder of an assessment lien
16 or a holder of a mortgage lien, as applicable. A receiver
17 appointed under s. 721.26 is a lienholder for purposes of this
18 part.

19 (4) "Mortgage" has the same meaning set forth in s.
20 697.01.

21 (5) "Mortgage lien" means a security interest in a
22 timeshare estate created by a mortgage encumbering the
23 timeshare estate.

24 (6) "Mortgagee" means a person holding a mortgage
25 lien.

26 (7) "Mortgagor" means a person granting a mortgage
27 lien or a person who has assumed the obligation secured by a
28 mortgage lien.

29 (8) "Notice address" means:

30 (a) As to an assessment lien, the address of the
31 current owner of a timeshare estate as reflected by the books

1 and records of the timeshare plan under ss. 721.13(4) and
2 721.15(7).

3 (b) As to a mortgage lien:

4 1. The address of the mortgagor as set forth in the
5 mortgage, the promissory note or a separate document executed
6 by the mortgagor at the time the mortgage lien was created, or
7 the most current address of the mortgagor according to the
8 records of the mortgagee; and

9 2. If the current owner of the timeshare estate is
10 different from the mortgagor, the address of the current owner
11 of the timeshare estate as reflected by the books and records
12 of the mortgagee.

13 (c) As to a junior interestholder, the address as set
14 forth in the recorded instrument creating the junior interest
15 or lien, or any recorded supplement thereto changing the
16 address, or written notification by the junior interestholder
17 to the foreclosing lienholder of such change in address.

18 (9) "Obligor" means the mortgagor, the person subject
19 to an assessment lien, or the record owner of the timeshare
20 estate.

21 (10) "Registered agent" means an agent duly appointed
22 by the obligor under s. 721.84 for the purpose of accepting
23 all notices and service of process under this part. A
24 registered agent may be an individual resident in this state
25 whose business office qualifies as a registered office, or a
26 domestic or foreign corporation or a not-for-profit
27 corporation as defined in chapter 617 authorized to transact
28 business or to conduct its affairs in this state, whose
29 business office qualifies as a registered office. A registered
30 agent for any obligor may not be the lienholder or the
31 attorney for the lienholder.

1 (11) "Registered office" means the street address of
2 the business office of the registered agent appointed under s.
3 721.84, located in this state.

4 721.83 Consolidation of foreclosure actions.--

5 (1) A complaint in a foreclosure proceeding involving
6 timeshare estates may join in the same action multiple
7 defendant obligors and junior interestholders of separate
8 timeshare estates, provided:

9 (a) The foreclosure proceeding involves a single
10 timeshare property;

11 (b) The foreclosure proceeding is filed by a single
12 plaintiff;

13 (c) The default and remedy provisions in the written
14 instruments on which the foreclosure proceeding is based are
15 substantially the same for each defendant; and

16 (d) The nature of the defaults alleged are the same
17 for each defendant.

18 (2) In any foreclosure proceeding involving multiple
19 defendants filed under subsection (1), the court shall sever
20 for separate trial any count of the complaint in which a
21 defense or counterclaim is timely raised by a defendant.

22 721.84 Appointment of a registered agent; duties.--

23 (1) Any obligor may appoint a registered agent on whom
24 notices and process may be served under s. 721.85. The
25 statement of appointment must be in writing signed by the
26 obligor and must:

27 (a) Provide the name of the registered agent and the
28 street address for the registered office;

29 (b) Identify the obligor for whom the registered agent
30 serves;

31 (c) Indicate the purpose of the appointment;

1 (d) Specify the instruments out of which the liens
2 arise;

3 (e) Designate the address the obligor wishes to use to
4 receive mail from the registered agent; and

5 (f) Contain the obligor's undertaking to inform the
6 registered agent of any change in such designated address.

7
8 The statement of appointment must also provide for the
9 registered agent's acceptance of the appointment, which must
10 confirm that the registered agent is familiar with and accepts
11 the obligations of that position as set forth in this section.

12 (2) An obligor may change but not revoke its
13 appointment of registered agent and registered office under
14 this chapter by executing a written statement of change that
15 identifies the former registered agent and registered address
16 and also satisfies all of the requirements of subsection (1).
17 A copy of the statement of change must be promptly provided to
18 the former registered agent and the affected lienholder and
19 becomes effective upon receipt by the affected lienholder.

20 (3) A registered agent appointed under subsection (1)
21 or a successor registered agent appointed under subsection (2)
22 shall provide the lienholder with a copy of the obligor's
23 appointment and the executed acceptance of the appointment by
24 the registered agent promptly following the registered agent's
25 receipt of the statement of appointment or statement of change
26 executed by the obligor. The statement of appointment or
27 statement of change becomes effective upon receipt by the
28 lienholder of the fully executed form. A successor registered
29 agent shall promptly provide a copy of a statement of change
30 to the former registered agent.

31

1 (4) A registered agent may change its business name or
2 the street address of the registered office for any obligor
3 for which it serves as registered agent by:

4 (a) Notifying all obligors of the specific change in
5 writing at the address such obligor designated for receipt of
6 mail from the registered agent; and

7 (b) Delivering to each respective lienholder a
8 statement that updates the information on the original
9 appointment or change of appointment, identifies the names of
10 all affected obligors, and states that each such affected
11 obligor has been notified of the change.

12 (5) A registered agent may resign his agency
13 appointment for any obligor for which he serves as registered
14 agent, provided that:

15 (a) The resigning registered agent executes a written
16 statement of resignation that identifies himself or herself
17 and the street address of his or her registered office, and
18 identifies the obligors affected by his or her resignation;

19 (b) A successor registered agent is appointed and such
20 successor registered agent executes an acceptance of
21 appointment as successor registered agent and satisfies all of
22 the requirements of subsection (1). The resigning registered
23 agent may designate the successor registered agent; however,
24 if the resigning registered agent fails to designate a
25 successor registered agent or the designated successor
26 registered agent fails to accept, the successor registered
27 agent for the affected obligors may be designated by the
28 mortgagee as to the mortgagee lien and by the association of
29 the timeshare plan as to the assessment lien; and

30 (c) Copies of the statement of resignation and
31 acceptance of appointment as successor registered agent are

1 promptly mailed to the affected obligors at the obligors' last
2 designated address shown on the records of the resigning
3 registered agent and to the affected lienholders. The agency
4 and registered office of the resigning registered agent are
5 terminated and the agency and registered office of the
6 successor registered agent are effective as of the 10th day
7 after the date on which the statement of resignation and
8 acceptance of appointment as successor registered agent are
9 received by the lienholder, unless a longer period is provided
10 in the statement of resignation and acceptance of appointment
11 as successor registered agent.

12 (6) Unless otherwise provided in this section, a
13 registered agent in receipt of any notice or other document
14 addressed from the lienholder to the obligor in care of the
15 registered agent at the registered office must mail, by first
16 class mail if the obligor's address is within the United
17 States, and by international air mail if the obligor's address
18 is outside the United States, with postage fees prepaid, such
19 notice or documents to the obligor at the obligor's last
20 designated address within 5 days of receipt.

21 (7) In the absence of a written agreement to the
22 contrary, a registered agent is not liable for the failure to
23 give notice to the obligor of the receipt of any document
24 under this part if, such registered agent has complied in a
25 timely manner with the procedures and duties in this section.

26 721.85 Service to notice address or on registered
27 agent.--

28 (1) Service of process for a foreclosure proceeding
29 involving a timeshare estate may be made by any means
30 recognized by law. In addition, substituted service on a party
31 who has appointed a registered agent under s. 721.84 may be

1 made on such registered agent at the registered office. Also,
2 when using s. 48.194 where in rem or quasi in rem relief only
3 is sought, such service of process provisions are modified in
4 connection with a foreclosure proceeding against a timeshare
5 estate to provide that:

6 (a) Such service of process may be made on any person
7 whether the person is located inside or outside this state, by
8 certified or registered mail, addressed to the person to be
9 served at the notice address, or on the party's registered
10 agent duly appointed under s. 721.84, at the registered
11 office; and

12 (b) Service shall be considered obtained upon the
13 signing of the return receipt by any person at the notice
14 address, or by the registered agent.

15 (2) The current owner and the mortgagor of a timeshare
16 estate must promptly notify the association of the timeshare
17 plan and the mortgagee of any change of address.

18 721.86 Miscellaneous provisions.--

19 (1) The procedures in this part must be given effect
20 in the context of any foreclosure proceedings against
21 timeshare estates governed by this chapter, chapter 702, or
22 chapter 718.

23 (2) If any provision of this part, or the application
24 thereof to any person or circumstances, is held invalid, such
25 invalidity does not affect other provisions or applications of
26 this part which can be given effect without the invalid
27 provision or application. To this end, the provisions of this
28 part are declared severable.

29 (3) The division has no authority to regulate,
30 enforce, or ensure compliance with any provision of this part.

31

1 (4) In addition to assessment liens and mortgage liens
2 arising after the effective date of this part, the provisions
3 of this part apply to all assessment liens and mortgage liens
4 existing prior to the effective date of this act regarding
5 which a foreclosure proceeding has not yet commenced.

6 Section 14. Part IV of chapter 721, Florida Statutes,
7 consisting of sections 721.96, 721.97, and 721.98, is created
8 to read:

9 Part IV

10 COMMISSIONER OF DEEDS

11 721.96 Purpose.--The purpose of this part is to
12 provide for the appointment of commissioners of deeds to take
13 acknowledgments, proofs of execution, and oaths outside the
14 United States in connection with the execution of any deed,
15 mortgage, deed of trust, contract, power of attorney, or any
16 other agreement, instrument or writing concerning, relating
17 to, or to be used or recorded in connection with a timeshare
18 estate, timeshare license, any property subject to a timeshare
19 plan, or the operation of a timeshare plan located within this
20 state.

21 721.97 Timeshare commissioner of deeds.--

22 (1) The Governor may appoint commissioners of deeds to
23 take acknowledgments, proofs of execution, or oaths in any
24 foreign country. The term of office is 4 years. Commissioners
25 of deeds shall have authority to take acknowledgments, proofs
26 of execution, and oaths in connection with the execution of
27 any deed, mortgage, deed of trust, contract, power of
28 attorney, or any other writing to be used or recorded in
29 connection with a timeshare estate, timeshare license, any
30 property subject to a timeshare plan, or the operation of a
31 timeshare plan located within this state; provided such

1 instrument or writing is executed outside the United States.
2 Such acknowledgments, proofs of execution, and oaths must be
3 taken or made in the manner directed by the laws of this
4 state, including but not limited to s. 117.05(4), (5)(a) and
5 (6) and certified by a commissioner of deeds. The
6 certification must be endorsed on or annexed to the instrument
7 or writing aforesaid and has the same effect as if made or
8 taken by a notary public licensed in this state.

9 (2) Any person seeking to be appointed a commissioner
10 of deeds must take and subscribe to an oath, before a notary
11 public in this state or any other state, or a person
12 authorized to take oaths in another country, to well and
13 faithfully execute and perform the duties of such commissioner
14 of deeds. The oath must be filed with the Department of State
15 prior to the person being commissioned.

16 (3) Official acts performed by any previously
17 appointed commissioners of deeds, between May 30, 1997, and
18 the effective date of this part, are declared valid as though
19 such official acts were performed in accordance with and under
20 the authority of this part.

21 721.98 Powers of the division.--The division has no
22 duty or authority to regulate, enforce, or ensure compliance
23 with any provision of this part.

24 Section 15. This act shall take effect upon becoming a
25 law; however, with respect to any timeshare plan filing
26 approved by the division prior to the date this act becomes a
27 law, the amendment to s. 721.06(1)(f), Florida Statutes, shall
28 not apply to such filing until January 1, 1999, unless and
29 only to the extent that the developer otherwise voluntarily
30 agrees to comply with all or a portion of such provisions.

31

1 STATEMENT OF SUBSTANTIAL CHANGES CONTAINED IN
2 COMMITTEE SUBSTITUTE FOR
3 SB 626
4 Defines "regulated short-term product" to mean a contractual
5 right offered by the seller to use accommodations of a
6 timeshare plan, and provides that an agreement for a
7 "regulated short-term product" be submitted to the division
8 and meet certain disclosure requirements.
9 Allows a developer to renew or extend the availability of an
10 incidental benefit, subject to certain disclosure
11 requirements.
12 Allows the division in receivership proceedings to provide
13 substituted service of process in accordance with the
14 streamlined judicial foreclosure procedures in part III.
15 Deletes provisions regarding non-judicial foreclosure and
16 provides for expedited judicial foreclosure proceedings.
17 Provides for the consolidation of foreclosure actions under
18 certain conditions.
19 Provides for the appointment of a registered agent and
20 provides that service of process for a foreclosure proceeding
21 can be made on any person or any appointed registered agent by
22 certified or registered mail.
23 Provides that the expedited foreclosure provisions in part III
24 shall apply to all assessment liens and mortgage liens
25 existing prior to the effective date, but will not apply to
26 those for which a foreclosure procedure has commenced.
27 Provides for commissioners of deeds to be appointed to take
28 acknowledgements, proofs of execution and oaths outside the
29 United States in connection with any instrument related to
30 timeshare estates or plans. Recognizes any official acts
31 performed by previously appointed commissioners of deeds
between May 30, 1997, and the effective date.