

By the Committees on Appropriations; Judiciary; and Senators  
Smith and Villalobos

309-2589-04

1                                   A bill to be entitled  
2           An act relating to the judicial system and  
3           timeshare plans; amending s. 721.02, F.S.;  
4           revising language with respect to legislative  
5           purpose under the Florida Vacation Plan and  
6           Timesharing Act; amending s. 721.03, F.S.;  
7           revising language with respect to the scope of  
8           the act to include reference to personal  
9           property timeshare plans; amending s. 721.05,  
10          F.S.; providing definitions; amending s.  
11          721.06, F.S.; revising language with respect to  
12          contracts for purchase of timeshare interests  
13          to include provisions with respect to personal  
14          property timeshare interests; amending s.  
15          721.065, F.S.; revising language with respect  
16          to resale purchase agreements to include  
17          reference to certain real property and personal  
18          property timeshare plans; amending s. 721.07,  
19          F.S.; revising language with respect to public  
20          offering statements; amending s. 721.075, F.S.;  
21          revising language with respect to incidental  
22          benefits; requiring purchasers to execute a  
23          statement indicating the source of the benefit;  
24          amending s. 721.08, F.S.; revising language  
25          with respect to escrow accounts; amending s.  
26          721.09, F.S.; revising language with respect to  
27          reservation agreements; amending s. 721.11,  
28          F.S.; revising language with respect to  
29          advertising materials; correcting  
30          cross-references; amending s. 721.12, F.S.;  
31          providing for required recordkeeping by the

1 seller of a personal property timeshare plan;  
2 amending s. 721.13, F.S.; revising language  
3 with respect to management; correcting a  
4 cross-reference; amending s. 721.14, F.S.;  
5 providing that a section of law governing the  
6 discharge of the managing entity shall not  
7 apply with respect to personal property  
8 timeshare plans; amending s. 721.15, F.S.;  
9 revising language with respect to assessments  
10 for common expenses; amending s. 721.16, F.S.;  
11 providing that a section of law governing  
12 certain liens does not apply to personal  
13 property timeshare plans; amending s. 721.17,  
14 F.S.; revising language with respect to  
15 transfer of interest; amending s. 721.18, F.S.;  
16 revising language with respect to exchange  
17 programs; amending s. 721.19, F.S.; including  
18 reference to personal property timeshare  
19 interests; amending s. 721.20, F.S., relating  
20 to licensing requirements; providing for the  
21 application of certain provisions to personal  
22 property timeshare plans; amending s. 721.24,  
23 F.S.; exempting accommodations and facilities  
24 of personal property timeshare plans from a  
25 provision of law governing firesafety; amending  
26 s. 721.26, F.S.; revising language with respect  
27 to regulation by the division; amending s.  
28 721.52, F.S.; redefining the term "multisite  
29 timeshare plan" and defining the terms  
30 "nonspecific multisite timeshare plan" and  
31 "specific multisite timeshare plan"; amending

1 s. 721.53, F.S.; revising language with respect  
2 to subordination instruments; amending s.  
3 721.54, F.S.; correcting a cross-reference;  
4 amending s. 721.55, F.S.; providing reference  
5 to filed rather than registered public offering  
6 statements; providing reference to multisite  
7 timeshare plans; amending s. 721.551, F.S.;  
8 providing for reference to filed rather than  
9 registered public offering statements; amending  
10 s. 721.552, F.S.; providing reference to  
11 multistate timeshare plans; amending s. 721.56,  
12 F.S.; providing reference to personal property  
13 timeshare plans; amending s. 721.57, F.S.;  
14 revising language with respect to timeshare  
15 estates in multisite timeshare plans; amending  
16 s. 721.84, F.S.; revising language with respect  
17 to appointment of a registered agent; amending  
18 ss. 721.96 and 721.97, F.S.; including  
19 reference to personal property timeshare  
20 interests; authorizing the Governor to also  
21 appoint a timeshare commissioner of deeds in  
22 certain lands outside the United States;  
23 amending ss. 475.011 and 718.103, F.S.;  
24 correcting cross-references; providing for  
25 applicability; amending s. 25.241, F.S.;  
26 establishing a fee to be paid by counsel  
27 appearing pro hac vice before the Supreme  
28 Court; increasing the filing fee for Supreme  
29 Court cases docketed and specifying disposition  
30 and uses of fees collected; amending s. 25.383,  
31 F.S.; providing duties of the circuit Article V

1 indigent services committee with respect to  
2 court reporting; amending s. 25.384, F.S.;  
3 revising purposes for which Court Education  
4 Trust Fund moneys must be used; amending s.  
5 27.02, F.S.; revising the authority of the  
6 state attorney to enter into contracts with  
7 local governments for prosecution of local  
8 ordinances; amending s. 27.34, F.S.; revising  
9 the authority of counties or municipalities to  
10 contract with state attorneys for prosecution  
11 of local ordinances; authorizing the state  
12 attorney to expend funds for computer systems;  
13 amending s. 27.40, F.S.; providing minimum  
14 qualifications for court-appointed counsel in  
15 certain cases; requiring each circuit Article V  
16 indigent services committee to develop  
17 procedures for periodic review of each conflict  
18 counsel's qualifications and competency;  
19 requiring a report; amending s. 27.42, F.S.;  
20 modifying the membership of the circuit Article  
21 V indigent services committee; clarifying when  
22 a circuit Article V indigent services committee  
23 must maintain a registry of counsel; amending  
24 s. 27.51, F.S.; clarifying public defender's  
25 duties of representation in certain cases;  
26 amending s. 27.52, F.S.; clarifying other  
27 services to be provided to indigents; requiring  
28 clerk to provide assistance to indigents under  
29 certain circumstances; providing for court  
30 notification; clarifying fees to be charged;  
31 amending s. 27.5303, F.S.; providing uniform

1 standards for determining counsel's conflict of  
2 interest in certain cases; requiring the trial  
3 attorney for an indigent defendant in a death  
4 sentence case to ensure that an appellate  
5 attorney is appointed for that defendant;  
6 amending s. 27.5304, F.S.; providing  
7 compensation for certain court-appointed  
8 counsel in certain cases; providing for partial  
9 compensation before completion of a case;  
10 amending s. 27.54, F.S.; revising the authority  
11 of the public defender to contract with local  
12 government for defense in local ordinance  
13 violations and to purchase computer systems and  
14 associated personnel; amending s. 27.562, F.S.;  
15 providing for distribution of funds collected  
16 for payment of attorney's fees or costs  
17 pursuant to s. 938.29, F.S.; amending s. 28.24,  
18 F.S.; providing an additional fee to be paid on  
19 instruments recorded in the official records by  
20 the clerk of the circuit court, and providing  
21 for disposition and use of the fee; clarifying  
22 access to public records by court personnel,  
23 state attorneys, statewide prosecutors,  
24 guardians ad litem, and public defenders;  
25 amending s. 28.2401, F.S.; increasing the  
26 additional service charge in probate matters to  
27 fund court education and clerk education;  
28 authorizing a county to impose a surcharge on  
29 court fees and charges if it had previously  
30 imposed increased fees and charges to pay  
31 principal and interest on bonds issued to

1 finance state court facilities; authorizing the  
2 use of surcharge revenue to refund existing  
3 bonds under specified conditions; amending s.  
4 28.2402, F.S.; reducing the filing fee for a  
5 county or municipality to file a code or  
6 ordinance violation in court; providing a court  
7 cost to be assessed against the nonprevailing  
8 party; providing for deposit of the court cost;  
9 increasing a filing fee to fund court education  
10 and clerk education; amending s. 28.241, F.S.;  
11 authorizing a county to impose a surcharge on  
12 court fees and charges if it had previously  
13 imposed increased fees and charges to pay  
14 principal and interest on bonds issued to  
15 finance state court facilities; authorizing the  
16 use of surcharge revenue to refund existing  
17 bonds under specified conditions; revising  
18 payment and distribution of filing fees for  
19 trial and appellate proceedings; providing  
20 exemptions to fees under certain circumstances;  
21 establishing a fee to be paid by counsel  
22 appearing pro hac vice before the circuit  
23 court; amending s. 28.245, F.S.; providing for  
24 distribution of funds by clerks of the court to  
25 certain entities; providing for distribution  
26 based upon time of collection; amending s.  
27 28.246, F.S.; modifying the reporting of  
28 discretionary fines and monetary penalties  
29 assessed and collected; providing a service  
30 charge for partial payments; limiting the  
31 amount that may be paid in fees and costs for

1 collection services to collect unpaid court  
2 fees, fines, court costs, and other costs;  
3 amending s. 28.345, F.S.; adding to the list of  
4 those exempt from all fees and charges assessed  
5 by the clerk of the circuit court; amending s.  
6 28.35, F.S.; deleting requirement that the  
7 Clerk of Court Operations Conference publish a  
8 schedule of fines, fees, and other costs;  
9 amending s. 28.36, F.S.; revising what may be  
10 included as revenue in budgets of clerks of  
11 court for court-related functions; providing  
12 for discretionary certification; clarifying  
13 that the budget is a revenue budget; specifying  
14 a time for transmission of revenue deficit  
15 certifications; providing for estimated  
16 expenditures in lieu of actual expenditures  
17 under certain circumstances; amending s. 28.37,  
18 F.S.; changing the date for remittance of  
19 revenue by the clerk of the court; revising  
20 payment procedure; deleting Department of  
21 Revenue authority to adopt rules providing for  
22 penalties for failure to comply with  
23 remittance; amending s. 29.005, F.S.;  
24 clarifying witnesses to be paid from state  
25 revenue when summoned by a state attorney;  
26 requiring counties to transfer ownership of  
27 motor vehicles provided to the state attorney  
28 to the state; creating s. 29.0051, F.S.;  
29 requiring that trial expenses of the statewide  
30 prosecutor be paid by the state; amending s.  
31 29.006, F.S.; clarifying witnesses to be paid

1 from state revenue when summoned by a public  
2 defender; requiring counties to transfer  
3 ownership of motor vehicles provided to the  
4 public defender to the state; amending s.  
5 29.007, F.S.; clarifying witnesses to be paid  
6 from state funds; requiring that certain  
7 expenses of court-appointed counsel must be in  
8 accordance with policies of the circuit Article  
9 V indigent services committee; amending s.  
10 29.008, F.S.; requiring counties to provide  
11 sign-language interpreter services for certain  
12 persons; clarifying county funding requirements  
13 for certain equipment and support staff;  
14 requiring counties to continue to provide  
15 facilities for the Statewide Office of Guardian  
16 Ad Litem; requiring funding for legal aid  
17 programs to be maintained at the prior year's  
18 level; eliminating the exemption for counties  
19 with a population of fewer than 75,000 from s.  
20 29.008, F.S.; providing that public law  
21 libraries are a local funding requirement;  
22 creating s. 29.0085, F.S.; creating the  
23 Judicial Information Integration Competency  
24 Center to develop and implement integrated  
25 computer systems for the state courts system;  
26 providing for the center to be administratively  
27 housed within the Justice Administrative  
28 Commission; providing for a steering committee,  
29 a data requirements workgroup, and a data  
30 network integration workgroup and the members  
31 thereof; specifying the duties of the steering



1 committee and the workgroups; providing for  
2 reimbursement for certain expenses of the  
3 members; prohibiting a rule or order that  
4 directs or controls the development or  
5 operation of the integrated computer systems of  
6 the state courts system; providing an  
7 appropriation and authorizing additional  
8 positions; amending s. 29.016, F.S.; revising  
9 purposes for which judicial branch contingency  
10 funds may be used; amending s. 34.01, F.S.;  
11 revising a cross-reference to court rules;  
12 deleting redundant material; amending s.  
13 34.041, F.S.; providing for disposition of  
14 certain filing fees; increasing a filing fee to  
15 fund court education and clerk education;  
16 authorizing a county to impose a surcharge on  
17 court fees and charges if it had previously  
18 imposed increased fees and charges to pay  
19 principal and interest on bonds issued to  
20 finance state court facilities; authorizing the  
21 use of surcharge revenue to refund existing  
22 bonds under specified conditions; providing a  
23 fee for reopening a case and providing certain  
24 exemptions; establishing a fee to be paid by  
25 counsel appearing pro hac vice in county court;  
26 amending s. 34.191, F.S.; providing for  
27 collection of fees, fines, court costs, and  
28 other costs in cases tried in county court;  
29 limiting the amount that may be paid in fees  
30 and costs in such collection; amending s.  
31 35.22, F.S.; establishing a fee to be paid by

1 counsel appearing pro hac vice before a  
2 district court of appeal; increasing the filing  
3 fee for district court of appeal cases docketed  
4 and specifying disposition and uses of fees  
5 collected; amending s. 40.29, F.S.; revising  
6 the way certain due process services are paid  
7 by the clerk of the court and the Justice  
8 Administrative Commission; amending s. 40.32,  
9 F.S.; clarifying the type of witness payments  
10 to be made by the clerk of the court; amending  
11 s. 44.108, F.S.; clarifying that the filing fee  
12 for funding of mediation and arbitration is an  
13 additional fee; providing authority to the  
14 Trial Court Budget Commission to set fees for  
15 mediation services pursuant to guidelines  
16 established by the Supreme Court; amending s.  
17 45.031, F.S.; increasing the clerk's service  
18 charge for services relating to judicial sales;  
19 creating s. 50.0711, F.S.; providing for  
20 publication of the court docket; providing for  
21 funding; requiring publishers of newspapers  
22 receiving funding to accept free of charge  
23 certain legal advertisements for persons  
24 certified indigent under s. 57.081, F.S.;  
25 amending s. 55.10, F.S.; clarifying that money  
26 paid to clerk is service charge and not fee;  
27 amending s. 55.141, F.S.; revising a  
28 cross-reference; clarifying the activity for  
29 which a service charge is paid; clarifying that  
30 money paid to clerk is service charge and not  
31 fee; creating s. 55.312, F.S.; imposing a

1 service charge on certain money judgments and  
2 settlement agreements in excess of a specified  
3 amount, except for dissolution of marriage;  
4 providing for disposition of the proceeds of  
5 the charge; providing for the service charge to  
6 be paid by any party or allocated to more than  
7 one party; requiring the Department of Revenue  
8 to adopt rules to provide for remitting such  
9 charge to the department for deposition;  
10 prohibiting an attorney from disbursing certain  
11 proceeds until service charge is paid;  
12 requiring the Department of Revenue to report  
13 to the Legislature each year on the amount  
14 received in the prior calendar year; amending  
15 s. 57.085, F.S.; revising terminology; amending  
16 s. 61.14, F.S.; increasing the fee for a  
17 delinquent payment; amending s. 61.181, F.S.;  
18 deleting a requirement for periodic reenactment  
19 of certain clerk fees on child support  
20 payments; amending s. 125.69, F.S.; providing  
21 for prosecutions for violations of county  
22 ordinances to be brought in the name of the  
23 state; deleting a provision authorizing certain  
24 persons to prosecute special laws and county  
25 ordinances; authorizing a county to contract  
26 with the public defender for representation in  
27 certain cases; amending s. 129.02, F.S.;  
28 deleting a cross-reference; amending s. 142.01,  
29 F.S.; clarifying deposits into the fine and  
30 forfeiture fund; amending s. 218.245, F.S.;  
31 providing for distribution of revenues to a

1           municipality under certain circumstances;  
2           amending s. 318.14, F.S.; clarifying deposits  
3           into the fine and forfeiture fund; amending s.  
4           318.15, F.S.; increasing service charges in  
5           certain traffic infraction cases; providing for  
6           remittance; providing for deposit into the  
7           clerk of court fine and forfeiture fund;  
8           providing an additional fee for deposit into  
9           the Highway Safety Operating Trust Fund;  
10          amending s. 318.18, F.S.; increasing civil  
11          penalties for failure to comply in traffic  
12          infraction cases; providing for distribution of  
13          court cost; authorizing a county to impose a  
14          surcharge on traffic fines and forfeitures if  
15          it had previously imposed increased fees or  
16          charges to pay principal and interest on bonds  
17          issued to finance state court facilities;  
18          authorizing the use of surcharge revenue to  
19          refund existing bonds under specified  
20          conditions; amending s. 318.21, F.S.; requiring  
21          that a specified amount of the civil penalties  
22          received by county courts be deposited into the  
23          Grants and Donations Trust Fund in the state  
24          courts system Justice Administrative Commission  
25          for specified purposes; deleting a distribution  
26          to the General Revenue Fund; deleting a  
27          distribution of funds to certain county  
28          programs; amending s. 321.05, F.S.; providing a  
29          cross-reference; amending s. 327.73, F.S.;  
30          increasing dismissal fees and maximum court  
31          costs that may be imposed in noncriminal

1           infraction cases; amending s. 372.72, F.S.;  
2           providing a cross-reference; amending s.  
3           382.023, F.S.; clarifying that the clerk  
4           retains a service charge relating to  
5           dissolution of marriage records; amending s.  
6           384.288, F.S.; deleting specification of source  
7           of payment by county of certain court costs;  
8           amending s. 392.68, F.S.; deleting  
9           specification of source of payment by county of  
10          certain court costs; amending s. 394.473, F.S.;  
11          providing for state payment of certain  
12          attorney's and witness' fees; amending s.  
13          395.3025, F.S.; deleting cross-references  
14          amending s. 397.334, F.S.; clarifying that  
15          counties may use service dollars provided to  
16          them by state agencies or other grants for drug  
17          courts; amending s. 588.20, F.S.; removing  
18          authority for the county to pay deficits  
19          incurred in the sale of certain livestock from  
20          fine and forfeiture fund; amending s. 713.24,  
21          F.S.; clarifying that money paid to clerk is  
22          service charge and not fee; amending s. 721.83,  
23          F.S.; clarifying filing fees and service  
24          charges to be paid by plaintiff in time-share  
25          property consolidated actions for foreclosure;  
26          amending s. 744.365, F.S.; providing for waiver  
27          of auditing fee; amending s. 744.3678, F.S.;  
28          providing for waiver of auditing fee; amending  
29          s. 766.104, F.S.; increasing filing fees in  
30          medical negligence cases; amending s. 849.19,  
31          F.S.; adding a cross-reference; amending s.

1 849.22, F.S.; removing authority for county to  
2 pay clerk and sheriff fees out of fine and  
3 forfeiture fund; amending s. 849.44, F.S.;  
4 adding a cross-reference; amending s. 903.26,  
5 F.S.; adding a cross-reference; amending s.  
6 925.09, F.S.; revising the source of funds used  
7 to pay for physician autopsies; amending s.  
8 938.17, F.S.; authorizing a board of county  
9 commissioners to adopt an ordinance that  
10 incorporates the provisions of the act;  
11 providing funding for a teen court and other  
12 programs through the assessment of an  
13 additional court cost against each person who  
14 pleads guilty or nolo contendere to, or is  
15 convicted of, a violation of a criminal law, an  
16 ordinance, or a traffic offense in the county;  
17 providing for administration by the clerk of  
18 the circuit court; authorizing the clerk of the  
19 court to retain a specified percentage of the  
20 assessments collected as income to the clerk of  
21 the court; requiring the teen court to account  
22 for all funds deposited into the teen court  
23 account; requiring a report to the board of  
24 county commissioners by a specified date;  
25 authorizing specified organizations to operate  
26 and administer a teen court program; amending  
27 s. 938.29, F.S.; requiring each circuit Article  
28 V indigent services committee to develop a  
29 schedule of recommended attorney's costs;  
30 reducing the permissible contingent fee for  
31 collecting fees and costs arising from use of

1 public defender, or similar, services; amending  
2 s. 938.35, F.S.; providing for collection of  
3 court-ordered financial obligations; limiting  
4 the amount that may be paid in fees and costs  
5 in such collection; amending s. 939.18, F.S.;  
6 providing that additional court costs assessed  
7 may be used to fund legal aid programs and  
8 public law libraries; requiring that counties  
9 fund legal aid programs as during October 1,  
10 2002, to September 30, 2003; declaring intent  
11 to fund due-process services in an efficient  
12 manner; authorizing the state court system,  
13 state attorneys, public defenders, and  
14 court-appointed counsel to contract to share  
15 costs; providing authorization to recover the  
16 costs of certain state-funded and county-funded  
17 trial court services from persons with an  
18 ability to pay; authorizing the chief judge of  
19 a circuit court to determine fees for such  
20 services; requesting the Division of Statutory  
21 Revision to redesignate the title of ch. 40,  
22 F.S.; providing for payment of certain  
23 financial obligations in implementing revised  
24 Section 14 of Article V of the State  
25 Constitution; providing that cash balances  
26 within county funds previously established to  
27 fund specific court-related programs shall  
28 continue to fund those programs; repealing s.  
29 11.75, F.S., relating to the Joint Legislative  
30 Committee on Article V; repealing s. 40.30,  
31

1 F.S., relating to payments of jurors and  
2 witnesses; providing an effective date.  
3

4 Be It Enacted by the Legislature of the State of Florida:  
5

6 Section 1. Subsections (1) and (5) of section 721.02,  
7 Florida Statutes, are amended to read:

8 721.02 Purposes.--The purposes of this chapter are to:

9 (1) Give statutory recognition to real property  
10 timeshare plans ~~timesharing~~ and personal property timeshare  
11 plans ~~timesharing~~ in this ~~the~~ state.

12 (5) Recognize that the tourism industry in this state  
13 is a vital part of the state's economy; that the sale,  
14 promotion, and use of timeshare plans is an emerging, dynamic  
15 segment of the tourism industry; that this segment of the  
16 tourism industry continues to grow, both in volume of sales  
17 and in complexity and variety of product structure; and that a  
18 uniform and consistent method of regulation is necessary in  
19 order to safeguard Florida's tourism industry and the state's  
20 economic well-being. In order to protect the quality of  
21 Florida timeshare plans and the consumers who purchase them,  
22 it is the intent of the Legislature that this chapter be  
23 interpreted broadly in order to encompass all forms of  
24 timeshare plans with a duration of at least 3 years that are  
25 created with respect to accommodations and facilities that are  
26 located in the state or that are offered for sale in the state  
27 as provided herein, including, but not limited to,  
28 condominiums, cooperatives, undivided interest campgrounds,  
29 cruise ships, vessels, houseboats, and recreational vehicles  
30 and other motor vehicles, and including vacation clubs,  
31



1 multisite vacation plans, and multiyear vacation and lodging  
2 certificates.

3 Section 2. Subsection (8) of section 721.03, Florida  
4 Statutes, is amended to read:

5 721.03 Scope of chapter.--

6 (8) With respect to any personal property  
7 ~~accommodation or facility of a~~ timeshare plan: ~~which is~~  
8 ~~situated upon~~

9 (a) This chapter applies only to personal property  
10 timeshare plans that are offered in this state.

11 (b) The division shall have the authority to adopt  
12 rules interpreting and implementing the provisions of this  
13 chapter as they apply to any personal property timeshare plan  
14 or any ~~such~~ accommodation or facility that is part of a  
15 personal property timeshare plan offered in this state, or as  
16 the provisions of this chapter ~~they~~ apply to any other laws of  
17 this state, of the several states, ~~or~~ of the United States, or  
18 of any other jurisdiction, with respect to any personal  
19 property timeshare plan or any ~~such~~ accommodation or facility  
20 that is part of a personal property timeshare plan offered in  
21 this state.

22 (c) Any developer and any managing entity of a  
23 personal property timeshare plan must submit to personal  
24 jurisdiction in this state in a form satisfactory to the  
25 division at the time of filing a public offering statement.

26 Section 3. Section 721.05, Florida Statutes, is  
27 amended to read:

28 721.05 Definitions.--As used in this chapter, the  
29 term:

30 (1) "Accommodation" means any apartment, condominium  
31 or cooperative unit, cabin, lodge, hotel or motel room,

1 | campground, cruise ship cabin, houseboat or other vessel,  
2 | recreational or other motor vehicle, or any ~~or other~~ private  
3 | or commercial structure which is ~~situated on~~ real or personal  
4 | property and designed for overnight occupancy ~~or use~~ by one or  
5 | more individuals. The term does not include an incidental  
6 | benefit as defined in this section.

7 |         (2) "Agreement for deed" means any written contract  
8 | utilized in the sale of timeshare estates which provides that  
9 | legal title will not be conveyed to the purchaser until the  
10 | contract price has been paid in full and the terms of payment  
11 | of which extend for a period in excess of 180 days after  
12 | either the date of execution of the contract or completion of  
13 | construction, whichever occurs later.

14 |         (3) "Agreement for transfer" means any written  
15 | contract utilized in the sale of personal property timeshare  
16 | interests which provides that legal title will not be  
17 | transferred to the purchaser until the contract price has been  
18 | paid in full and the terms of payment of which extend for a  
19 | period in excess of 180 days after either the date of  
20 | execution of the contract or completion of construction,  
21 | whichever occurs later.

22 |         ~~(4)(3)~~ "Assessment" means the share of funds required  
23 | for the payment of common expenses which is assessed from time  
24 | to time against each purchaser by the managing entity.

25 |         ~~(5)(4)~~ "Closing" means:

26 |         (a) For any plan selling timeshare estates, conveyance  
27 | of the legal or beneficial title to a timeshare estate as  
28 | evidenced by the delivery of a deed for conveyance of legal  
29 | title, or other instrument for conveyance of beneficial title,  
30 | to the purchaser or to the clerk of the court for recording or  
31 | conveyance of the equitable title to a timeshare estate as

1 evidenced by the irretrievable delivery of an agreement for  
2 deed to the clerk of the court for recording.

3 (b) For any plan selling timeshare licenses or  
4 personal property timeshare interests, the final execution and  
5 delivery by all parties of the last document necessary for  
6 vesting in the purchaser the full rights available under the  
7 plan.

8 ~~(6)~~~~(5)~~ "Common expenses" means:

9 (a) Those expenses, fees, or taxes properly incurred  
10 for the maintenance, operation, and repair of the  
11 accommodations or facilities, or both, constituting the  
12 timeshare plan.

13 (b) Any other expenses, fees, or taxes designated as  
14 common expenses in a timeshare instrument.

15 (c) Any past due and uncollected ad valorem taxes  
16 assessed against a timeshare development pursuant to s.  
17 192.037.

18 ~~(7)~~~~(6)~~ "Completion of construction" means:

19 (a)1. That a certificate of occupancy has been issued  
20 for the entire building in which the timeshare unit being sold  
21 is located, or for the improvement, or that the equivalent  
22 authorization has been issued, by the governmental body having  
23 jurisdiction; ~~or~~

24 2. In a jurisdiction in which no certificate of  
25 occupancy or equivalent authorization is issued, that the  
26 construction, finishing, and equipping of the building or  
27 improvements according to the plans and specifications have  
28 been substantially completed; or

29 3. With respect to personal property timeshare plans,  
30 that all accommodations have been manufactured or built and  
31 acquired or leased by the developer, owners' association,

1 managing entity, trustee, or other person for the use of  
2 purchasers as set forth in the timeshare instrument; and

3 (b) That all accommodations and facilities of the  
4 timeshare plan are available for use in a manner identical in  
5 all material respects to the manner portrayed by the  
6 promotional material, advertising, and filed ~~registered~~ public  
7 offering statements.

8 ~~(8)(7)~~ "Conspicuous type" means:

9 (a) Type in upper and lower case letters two point  
10 sizes larger than the largest nonconspicuous type, exclusive  
11 of headings, on the page on which it appears but in at least  
12 10-point type; or

13 (b) Where the use of 10-point type would be  
14 impractical or impossible with respect to a particular piece  
15 of written advertising material, a different style of type or  
16 print may be used, so long as the print remains conspicuous  
17 under the circumstances.

18  
19 Where conspicuous type is required, it must be separated on  
20 all sides from other type and print. Conspicuous type may be  
21 utilized in contracts for purchase or public offering  
22 statements only where required by law or as authorized by the  
23 division.

24 ~~(9)(8)~~ "Contract" means any agreement conferring the  
25 rights and obligations of a timeshare plan on the purchaser.

26 ~~(10)(9)~~ "Developer" includes:

27 (a) A "creating developer," which means any person who  
28 creates the timeshare plan;

29 (b) A "successor developer," which means any person  
30 who succeeds to the interest of the persons in this subsection  
31 by sale, lease, assignment, mortgage, or other transfer, but

1 | the term includes only those persons who offer timeshare  
2 | interests in the ordinary course of business; and

3 |         (c) A "concurrent developer," which means any person  
4 | acting concurrently with the persons in this subsection with  
5 | the purpose of offering timeshare interests in the ordinary  
6 | course of business.

7 |         (d) The term "developer" does not include:

8 |             1. An owner of a timeshare interest who has acquired  
9 | the timeshare interest for his or her own use and occupancy  
10 | and who later offers it for resale; provided that a rebuttable  
11 | presumption shall exist that an owner who has acquired more  
12 | than seven timeshare interests did not acquire them for his or  
13 | her own use and occupancy;

14 |             2. A managing entity, not otherwise a developer, that  
15 | offers, or engages a third party to offer on its behalf,  
16 | timeshare interests in a timeshare plan which it manages,  
17 | provided that such offer complies with the provisions of s.  
18 | 721.065;

19 |             3. A person who owns or is conveyed, assigned, or  
20 | transferred more than seven timeshare interests and who  
21 | subsequently conveys, assigns, or transfers all acquired  
22 | timeshare interests to a single purchaser in a single  
23 | transaction, which transaction may occur in stages; or

24 |             4. A person who has acquired or has the right to  
25 | acquire more than seven timeshare interests from a developer  
26 | or other interestholder in connection with a loan,  
27 | securitization, conduit, or similar financing arrangement  
28 | transaction and who subsequently arranges for all or a portion  
29 | of the timeshare interests to be offered by one or more  
30 | developers in the ordinary course of business on their own  
31 | behalves or on behalf of such person.

1 (e) A successor or concurrent developer shall be  
2 exempt from any liability inuring to a predecessor or  
3 concurrent developer of the same timeshare plan, except as  
4 provided in s. 721.15(7), provided that this exemption shall  
5 not apply to any of the successor or concurrent developer's  
6 responsibilities, duties, or liabilities with respect to the  
7 timeshare plan that accrue after the date the successor or  
8 concurrent developer became a successor or concurrent  
9 developer, and provided that such transfer does not constitute  
10 a fraudulent transfer. In addition to other provisions of law,  
11 a transfer by a predecessor developer to a successor or  
12 concurrent developer shall be deemed fraudulent if the  
13 predecessor developer made the transfer:

14 1. With actual intent to hinder, delay, or defraud any  
15 purchaser or the division; or

16 2. To a person that would constitute an insider under  
17 s. 726.102(7).  
18

19 The provisions of this paragraph shall not be construed to  
20 relieve any successor or concurrent developer from the  
21 obligation to comply with the provisions of any applicable  
22 timeshare instrument.

23 ~~(11)~~~~(10)~~ "Division" means the Division of Florida Land  
24 Sales, Condominiums, and Mobile Homes of the Department of  
25 Business and Professional Regulation.

26 ~~(12)~~~~(11)~~ "Enrolled" means paid membership in an  
27 exchange program or membership in an exchange program  
28 evidenced by written acceptance or confirmation of membership.

29 ~~(13)~~~~(12)~~ "Escrow account" means an account established  
30 solely for the purposes set forth in this chapter with a  
31 financial institution located within this state.

1           ~~(14)~~~~(13)~~ "Escrow agent" includes only:

2           (a) A savings and loan association, bank, trust  
3 company, or other financial institution, any of which must be  
4 located in this state and any of which must have a net worth  
5 in excess of \$5 million;

6           (b) An attorney who is a member of The Florida Bar or  
7 his or her law firm;

8           (c) A real estate broker who is licensed pursuant to  
9 chapter 475 or his or her brokerage firm; or

10           (d) A title insurance agent that is licensed pursuant  
11 to s. 626.8417, a title insurance agency that is licensed  
12 pursuant to s. 626.8418, or a title insurer authorized to  
13 transact business in this state pursuant to s. 624.401.

14           ~~(15)~~~~(14)~~ "Exchange company" means any person owning or  
15 operating, or owning and operating, an exchange program.

16           ~~(16)~~~~(15)~~ "Exchange program" means any method,  
17 arrangement, or procedure for the voluntary exchange of the  
18 right to use and occupy accommodations and facilities among  
19 purchasers. The term does not include the assignment of the  
20 right to use and occupy accommodations and facilities to  
21 purchasers pursuant to a particular multisite timeshare plan's  
22 reservation system. Any method, arrangement, or procedure that  
23 otherwise meets this definition, wherein the purchaser's total  
24 contractual financial obligation exceeds \$3,000 per any  
25 individual, recurring timeshare period, shall be regulated as  
26 a multisite timeshare plan in accordance with part II.

27           ~~(17)~~~~(16)~~ "Facility" means any amenity, including any  
28 structure, furnishing, fixture, equipment, service,  
29 improvement, or real or personal property, improved or  
30 unimproved, other than an ~~the~~ accommodation of the timeshare  
31 plan, which is made available to the purchasers of a timeshare

1 plan. The term does not include an incidental benefit as  
2 defined in this section.

3 (18) "Filed public offering statement" means a public  
4 offering statement that has been filed with the division  
5 pursuant to s. 721.07(5) or s. 721.55.

6 ~~(19)(17)~~ "Incidental benefit" means an accommodation,  
7 product, service, discount, or other benefit which is offered  
8 to a prospective purchaser of a timeshare plan or to a  
9 purchaser of a timeshare plan prior to the expiration of his  
10 or her initial 10-day voidability period pursuant to s.  
11 721.10; which is not an exchange program as defined in  
12 subsection~~(16)(15)~~; and which complies with the provisions  
13 of s. 721.075. The term shall not include an offer of the use  
14 of the accommodations and facilities of the timeshare plan on  
15 a free or discounted one-time basis.

16 ~~(20)(18)~~ "Independent," for purposes of determining  
17 eligibility of escrow agents and trustees pursuant to s.  
18 721.03(7), means that:

19 (a) The escrow agent or trustee is not a relative, as  
20 described in s. 112.3135(1)(d), or an employee of the  
21 developer, seller, or managing entity, or of any officer,  
22 director, affiliate, or subsidiary thereof.

23 (b) There is no financial relationship, other than the  
24 payment of fiduciary fees or as otherwise provided in this  
25 subsection, between the escrow agent or trustee and the  
26 developer, seller, or managing entity, or any officer,  
27 director, affiliate, or subsidiary thereof.

28 (c) Compensation paid by the developer to an escrow  
29 agent or trustee for services rendered shall not be paid from  
30 funds in the escrow or trust account unless and until the  
31 developer is otherwise entitled to receive the disbursement of



1 such funds from the escrow or trust account pursuant to this  
2 chapter.

3 (d) A person shall not be disqualified to serve as an  
4 escrow agent or a trustee solely because of the following:

5 1. A nonemployee, attorney-client relationship exists  
6 between the developer and the escrow agent or trustee;

7 2. The escrow agent or trustee provides brokerage  
8 services as defined by chapter 475 for the developer;

9 3. The escrow agent or trustee provides the developer  
10 with routine banking services which do not include  
11 construction or receivables financing or any other lending  
12 activities; or

13 4. The escrow agent or trustee performs closings for  
14 the developer or seller or issues owner's or lender's title  
15 insurance commitments or policies in connection with such  
16 closings.

17 ~~(21)(19)~~ "Interestholder" means a developer, an owner  
18 of the underlying fee or owner of the underlying personal  
19 property, a mortgagee, judgment creditor, or other lienor, or  
20 any other person having an interest in or lien or encumbrance  
21 against the accommodations or facilities of the timeshare  
22 plan.

23 ~~(22)(20)~~ "Managing entity" means the person who  
24 operates or maintains the timeshare plan pursuant to s.  
25 721.13(1).

26 ~~(23)(21)~~ "Memorandum of agreement" means a written  
27 document, in a ~~recordable~~ sufficient to permit the  
28 document to be recorded or otherwise filed in the appropriate  
29 public records and to provide constructive notice of its  
30 contents under applicable law, which includes the names of the  
31 seller and the purchasers, a legal description of the

1 | timeshare property or other sufficient description for a  
2 | personal property timeshare plan, and all timeshare interests  
3 | to be included in such document, and a description of the type  
4 | of timeshare interest license sold by the seller.

5 |       ~~(24)(22)~~ "Offer to sell," "offer for sale," "offered  
6 | for sale," or "offer" means the solicitation, advertisement,  
7 | or inducement, or any other method or attempt, to encourage  
8 | any person to acquire the opportunity to participate in a  
9 | timeshare plan.

10 |       ~~(25)(23)~~ "One-to-one purchaser to accommodation ratio"  
11 | means the ratio of the number of purchasers eligible to use  
12 | the accommodations of a timeshare plan on a given day to the  
13 | number of accommodations available for use within the plan on  
14 | that day, such that the total number of purchasers eligible to  
15 | use the accommodations of the timeshare plan during a given  
16 | calendar year never exceeds the total number of accommodations  
17 | available for use in the timeshare plan during that year. For  
18 | purposes of calculation under this subsection, each purchaser  
19 | must be counted at least once, and no individual timeshare  
20 | unit may be counted more than 365 times per calendar year (or  
21 | more than 366 times per leap year). A purchaser who is  
22 | delinquent in the payment of timeshare plan assessments shall  
23 | continue to be considered eligible to use the accommodations  
24 | of the timeshare plan for purposes of this subsection  
25 | notwithstanding any application of s. 721.13(6).

26 |       ~~(26)(24)~~ "Owner of the underlying fee" or "owner of  
27 | the underlying personal property" means any person having an  
28 | interest in the real property or personal property comprising  
29 | or underlying the accommodations or facilities of a the  
30 | timeshare plan at or subsequent to the time of creation of the  
31 | timeshare plan.

1           ~~(27)~~(25) "Owners' association" means an the  
2 association made up of all owners of timeshare interests in a  
3 timeshare plan, including developers and purchasers of such a  
4 timeshare plan ~~who have purchased timeshare estates.~~

5           (28) "Personal property timeshare interest" means a  
6 right to occupy an accommodation located on or in or comprised  
7 of personal property that is not permanently affixed to real  
8 property, whether or not coupled with a beneficial or  
9 ownership interest in the accommodations or personal property.

10          ~~(29)~~(26) "Public offering statement" means the written  
11 materials describing a single-site timeshare plan or a  
12 multisite timeshare plan, including a text and any exhibits  
13 attached thereto as required by ss. 721.07, 721.55, and  
14 721.551. The term "public offering statement" shall refer to  
15 both a filed ~~registered~~ public offering statement and a  
16 purchaser public offering statement.

17          ~~(30)~~(27) "Purchaser" means any person, other than a  
18 developer, who by means of a voluntary transfer acquires a  
19 legal or equitable interest in a timeshare plan other than as  
20 security for an obligation.

21          ~~(31)~~(28) "Purchaser public offering statement" means  
22 that portion of the filed ~~registered~~ public offering statement  
23 which must be delivered to purchasers pursuant to s. 721.07(6)  
24 or s. 721.551.

25          ~~(29)~~ "~~Registered public offering statement~~" means a  
26 ~~public offering statement which has been filed with the~~  
27 ~~division pursuant to s. 721.07(5) or s. 721.55.~~

28          ~~(32)~~(30) "Regulated short-term product" means a  
29 contractual right, offered by the seller, to use  
30 accommodations of a timeshare plan or other accommodations,  
31 provided that:

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

6           (b) The acquisition of the right to use includes an  
7 agreement that all or a portion of the consideration paid by  
8 the prospective purchaser for the right to use will be applied  
9 to or credited against the price of a future purchase of a  
10 timeshare interest, or that the cost of a future purchase of a  
11 timeshare interest will be fixed or locked in at a specified  
12 price.

13           ~~(33)~~~~(31)~~ "Seller" means any developer or any other  
14 person, or any agent or employee thereof, who offers timeshare  
15 interests in the ordinary course of business. The term  
16 "seller" does not include:

17           (a) An owner of a timeshare interest who has acquired  
18 the timeshare interest for his or her own use and occupancy  
19 and who later offers it for resale; provided that a rebuttable  
20 presumption shall exist that an owner who has acquired more  
21 than seven timeshare interests did not acquire them for his or  
22 her own use and occupancy;

23           (b) A managing entity, not otherwise a seller, that  
24 offers, or engages a third party to offer on its behalf,  
25 timeshare interests in a timeshare plan which it manages,  
26 provided that such offer complies with the provisions of s.  
27 721.065;

28           (c) A person who owns or is conveyed, assigned, or  
29 transferred more than seven timeshare interests and who  
30 subsequently conveys, assigns, or transfers all acquired  
31

1 | timeshare interests to a single purchaser in a single  
2 | transaction, which transaction may occur in stages; or

3 |         (d) A person who has acquired or has the right to  
4 | acquire more than seven timeshare interests from a developer  
5 | or other interestholder in connection with a loan,  
6 | securitization, conduit, or similar financing arrangement and  
7 | who subsequently arranges for all or a portion of the  
8 | timeshare interests to be offered by one or more developers in  
9 | the ordinary course of business on their own behalves or on  
10 | behalf of such person.

11 |         ~~(34)(32)~~ "Timeshare estate" means a right to occupy a  
12 | timeshare unit, coupled with a freehold estate or an estate  
13 | for years with a future interest in a timeshare property or a  
14 | specified portion thereof. The term shall also mean an  
15 | interest in a condominium unit pursuant to s. 718.103, an  
16 | interest in a cooperative unit pursuant to s. 719.103, or an  
17 | interest in a trust that complies in all respects with the  
18 | provisions of s. 721.08(2)(c)~~4.3-~~, provided that the trust  
19 | does not contain any personal property timeshare interests. A  
20 | timeshare estate is a parcel of real property under the laws  
21 | of this state.

22 |         ~~(35)(33)~~ "Timeshare instrument" means one or more  
23 | documents, by whatever name denominated, creating or governing  
24 | the operation of a timeshare plan.

25 |         ~~(36)(34)~~ "Timeshare interest" means a timeshare  
26 | estate, a personal property timeshare interest, or a timeshare  
27 | license.

28 |         ~~(37)(35)~~ "Timeshare license" means a right to occupy a  
29 | timeshare unit, which right is not a personal property  
30 | timeshare ~~neither coupled with a freehold interest or a~~

31 |

1 ~~timeshare, nor coupled with an estate for years with a future~~  
2 ~~interest, in a timeshare property.~~

3       ~~(38)(36)~~ "Timeshare period" means the period or  
4 periods of time when a purchaser of a timeshare interest is  
5 afforded the opportunity to use the accommodations ~~or~~  
6 ~~facilities, or both,~~ of a timeshare plan.

7       ~~(39)(37)~~ "Timeshare plan" means any arrangement, plan,  
8 scheme, or similar device, other than an exchange program,  
9 whether by membership, agreement, tenancy in common, sale,  
10 lease, deed, rental agreement, license, or right-to-use  
11 agreement or by any other means, whereby a purchaser, for  
12 consideration, receives ownership rights in or a right to use  
13 accommodations, and facilities, if any, for a period of time  
14 less than a full year during any given year, but not  
15 necessarily for consecutive years. The term "timeshare plan"  
16 includes:

17       (a) A "personal property timeshare plan," which means  
18 a timeshare plan in which the accommodations are comprised of  
19 personal property that is not permanently affixed to real  
20 property; and

21       (b) A "real property timeshare plan," which means a  
22 timeshare plan in which the accommodations of the timeshare  
23 plan are comprised of or permanently affixed to real property.

24       ~~(40)(38)~~ "Timeshare property" means one or more  
25 timeshare units subject to the same timeshare instrument,  
26 together with any other property or rights to property  
27 appurtenant to those timeshare units. Notwithstanding anything  
28 to the contrary contained in chapter 718 or chapter 719, the  
29 timeshare instrument for a timeshare condominium or  
30 cooperative may designate personal property, contractual  
31 rights, affiliation agreements of component sites of vacation

1 clubs, exchange companies, or reservation systems, or any  
2 other agreements or personal property, as common elements or  
3 limited common elements of the timeshare condominium or  
4 cooperative.

5 (41)~~(39)~~ "Timeshare unit" means an accommodation of a  
6 timeshare plan which is divided into timeshare periods. Any  
7 timeshare unit in which a door or doors connecting two or more  
8 separate rooms are capable of being locked to create two or  
9 more private dwellings shall only constitute one timeshare  
10 unit for purposes of this chapter, unless the timeshare  
11 instrument provides that timeshare interests may be separately  
12 conveyed in such locked-off portions.

13 ~~(40) "Vacation ownership plan" means any timeshare~~  
14 ~~plan consisting exclusively of timeshare estates.~~

15 ~~(41) "Vacation plan" or "vacation membership plan"~~  
16 ~~means any timeshare plan consisting exclusively of timeshare~~  
17 ~~licenses or consisting of a combination of timeshare licenses~~  
18 ~~and timeshare estates.~~

19 Section 4. Section 721.06, Florida Statutes, is  
20 amended to read:

21 721.06 Contracts for purchase of timeshare  
22 interests.--

23 (1) Each seller shall utilize and furnish each  
24 purchaser a fully completed and executed copy of a contract  
25 pertaining to the sale, which contract shall include the  
26 following information:

27 (a) The actual date the contract is executed by each  
28 party.

29 (b) The names and addresses of the developer and the  
30 timeshare plan.

31

1 (c) The initial purchase price and any additional  
2 charges to which the purchaser may be subject in connection  
3 with the purchase of the timeshare interest, such as  
4 financing, or which will be collected from the purchaser on or  
5 before closing, such as the current year's annual assessment  
6 for common expenses.

7 1. For real property timeshare plans, an estimate  
8 of any anticipated annual assessment stated on an ~~any~~ annually  
9 recurring basis for any use charges, fees, ~~charge and the next~~  
10 ~~year's estimated annual assessment for~~ common expenses, or ~~and~~  
11 ~~for~~ ad valorem taxes or, if an estimate ~~for next year's~~  
12 ~~assessment~~ is unavailable, the current year's actual annual  
13 assessment for any use charges, fees, common expenses, or ~~and~~  
14 ~~for~~ ad valorem taxes.

15 2. For personal property timeshare plans, an estimate  
16 of any anticipated annual assessment stated on an annually  
17 recurring basis for any use charges, fees, common expenses, or  
18 taxes or, if an estimate is unavailable, the current year's  
19 actual annual assessment for any use charges, fees, common  
20 expenses, or taxes.

21 (e) The estimated date of completion of construction  
22 of each accommodation or facility promised to be completed  
23 which is not completed at the time the contract is executed  
24 and the estimated date of closing.

25 (f) A brief description of the nature and duration of  
26 the timeshare interest being sold, including whether any  
27 interest in real property or personal property is being  
28 conveyed and the specific number of years constituting the  
29 term of the timeshare plan.

30  
31



1 (g) Immediately prior to the space reserved in the  
2 contract for the signature of the purchaser, in conspicuous  
3 type, substantially the following statements:  
4

5 1. If the purchaser will receive a personal property  
6 timeshare interest: This personal property timeshare plan is  
7 governed only by limited sections of the timeshare management  
8 provisions of Florida law.

9 2. If the accommodations or facilities are located on  
10 or in a documented vessel or foreign vessel as provided in s.  
11 721.08(2)(c)3.e., the disclosure required by s.  
12 721.08(2)(c)3.e.(IV).

13 3. You may cancel this contract without any penalty or  
14 obligation within 10 calendar days after the date you sign  
15 this contract or the date on which you receive the last of all  
16 documents required to be given to you pursuant to section  
17 721.07(6), Florida Statutes, whichever is later. If you decide  
18 to cancel this contract, you must notify the seller in writing  
19 of your intent to cancel. Your notice of cancellation shall be  
20 effective upon the date sent and shall be sent to ... (Name  
21 of Seller) ... at ... (Address of Seller) .... Any attempt  
22 to obtain a waiver of your cancellation right is void and of  
23 no effect. While you may execute all closing documents in  
24 advance, the closing, as evidenced by delivery of the deed or  
25 other document, before expiration of your 10-day cancellation  
26 period, is prohibited.  
27

28 (h) If a timeshare estate is being conveyed, the  
29 following statement in conspicuous type:  
30  
31

1           For the purpose of ad valorem assessment, taxation and  
2 special assessments, the managing entity will be considered  
3 the taxpayer as your agent pursuant to section 192.037,  
4 Florida Statutes.

5  
6           (i) A statement that, in the event the purchaser  
7 cancels the contract during a 10-day cancellation period, the  
8 developer will refund to the purchaser the total amount of all  
9 payments made by the purchaser under the contract, reduced by  
10 the proportion of any contract benefits the purchaser has  
11 actually received under the contract prior to the effective  
12 date of the cancellation. The statement shall further provide  
13 that the refund will be made within 20 days after receipt of  
14 notice of cancellation or within 5 days after receipt of funds  
15 from the purchaser's cleared check, whichever is later. A  
16 seller and a purchaser shall agree in writing on a specific  
17 value for each contract benefit received by the purchaser for  
18 purposes of this paragraph. The term "contract benefit" shall  
19 not include purchaser public offering statements or other  
20 documentation or materials that must be furnished to a  
21 purchaser pursuant to statute or rule.

22           (j) If the timeshare interest is being sold pursuant  
23 to an agreement for deed or an agreement for transfer, a  
24 statement that the signing of the agreement for deed or  
25 agreement for transfer does not entitle the purchaser to  
26 receive the conveyance or transfer of his or her timeshare  
27 estate or personal property timeshare interest a deed until  
28 all payments under the agreement have been made.

29           (k) Unless the developer is l at the time of offering  
30 the plan, l the owner ~~in fee simple absolute~~ of the  
31 accommodations and facilities of the timeshare plan, free and

1 clear of all liens, ~~and~~ encumbrances, and claims of other  
2 interestholders, a statement that the developer is not the  
3 sole owner of the underlying fee or owner of the underlying  
4 personal property or that the ~~such~~ accommodations or  
5 facilities are subject to ~~without~~ liens or encumbrances, which  
6 statement shall include:

7 1. The names and addresses of all other  
8 interestholders ~~persons or entities having an ownership~~  
9 ~~interest or other interest in the accommodations or~~  
10 ~~facilities~~; and

11 2. The actual interest of the developer in the  
12 accommodations or facilities. As an alternative to including  
13 the statement in the purchase contract, a seller may include a  
14 reference in the purchase contract to the location in the  
15 purchaser public offering statement text of such information.

16 (1) If the purchaser will receive an interest in a  
17 multisite timeshare plan pursuant to part II, a statement  
18 shall be provided in conspicuous type in substantially the  
19 following form:

20  
21 The developer is required to provide the managing  
22 entity of the multisite timeshare plan with a copy of the  
23 approved public offering statement text and exhibits filed  
24 with the division and any approved amendments thereto, and any  
25 other component site documents as described in section 721.07  
26 or section 721.55, Florida Statutes, that are not required to  
27 be filed with the division, to be maintained by the managing  
28 entity for inspection as part of the books and records of the  
29 plan.

30  
31 (m) The following statement in conspicuous type:

1  
2 Any resale of this timeshare interest must be  
3 accompanied by certain disclosures in accordance with section  
4 721.065, Florida Statutes.

5  
6 (n) A description of any rights reserved by the  
7 developer to alter or modify the offering prior to closing.

8 (2)(a) An agreement for deed shall be recorded by the  
9 developer within 30 days after the day it is executed by the  
10 purchaser. The developer shall pay all recording costs  
11 associated therewith. A form copy of such instrument must be  
12 filed with the division for review pursuant to s. 721.07.

13 (b) An agreement for transfer shall be filed with the  
14 appropriate official responsible for maintaining such records  
15 in the appropriate jurisdiction within 30 days after the day  
16 it is executed by the purchaser. The developer shall pay all  
17 filing costs associated therewith. A form copy of such  
18 instrument must be filed with the division for review pursuant  
19 to s. 721.07.

20 (3) The escrow agent shall provide the developer with  
21 a receipt for all purchaser funds or other property received  
22 by the escrow agent from a seller.

23 Section 5. Paragraph (b) of subsection (2) of section  
24 721.065, Florida Statutes, is amended to read:

25 721.065 Resale purchase agreements.--

26 (2) Any resale purchase agreement utilized by a person  
27 described in subsection (1) must contain all of the following:

28 (b) One of the following statements in conspicuous  
29 type located immediately prior to the disclosure required by  
30 paragraph (c):  
31

1           1. If the resale purchase agreement pertains to a real  
2 property timeshare plan:

3  
4 The current year's assessment for common expenses allocable to  
5 the timeshare interest you are purchasing is \$\_\_\_\_. This  
6 assessment, which may be increased from time to time by the  
7 managing entity of the timeshare plan, is payable in full each  
8 year on or before \_\_\_\_\_. This assessment (includes/does  
9 not include) yearly ad valorem real estate taxes, which  
10 (are/are not) billed and collected separately. (If ad valorem  
11 real property taxes are not included in the current year's  
12 assessment for common expenses, the following statement must  
13 be included: The most recent annual assessment for ad valorem  
14 real estate taxes for the timeshare interest you are  
15 purchasing is \$\_\_\_\_.) (If there are any delinquent  
16 assessments for common expenses or ad valorem taxes  
17 outstanding with respect to the timeshare interest in  
18 question, the following statement must be included: A  
19 delinquency in the amount of \$\_\_\_\_\_ for unpaid common expenses  
20 or ad valorem taxes currently exists with respect to the  
21 timeshare interest you are purchasing, together with a per  
22 diem charge of \$\_\_\_\_\_ for interest and late charges.) For the  
23 purpose of ad valorem assessment, taxation, and special  
24 assessments, the managing entity will be considered the  
25 taxpayer as your agent pursuant to section 192.037, Florida  
26 Statutes. Each owner is personally liable for the payment of  
27 her or his assessments for common expenses, and failure to  
28 timely pay these assessments may result in restriction or loss  
29 of your use and/or ownership rights.

1 There are many important documents relating to the timeshare  
2 plan which you should review prior to purchasing a timeshare  
3 interest, including the declaration of condominium or  
4 covenants and restrictions; the owners' association articles  
5 and bylaws; the current year's operating and reserve budgets;  
6 and any rules and regulations affecting the use of timeshare  
7 plan accommodations and facilities.

8  
9 2. If the resale purchase agreement pertains to a  
10 personal property timeshare plan:

11  
12 The current year's assessment for any common expenses, use  
13 charges, fees, or taxes allocable to the timeshare interest  
14 you are purchasing is \$ . This assessment, which may be  
15 increased from time to time by the managing entity of the  
16 timeshare plan, is payable in full each year on or before  
17 . (If there are any delinquent assessments for  
18 common expenses, use charges, fees, or taxes outstanding with  
19 respect to the timeshare interest in question, the following  
20 statement must be included: A delinquency in the amount of  
21 \$ for unpaid common expenses, use charges, fees, or taxes  
22 currently exists with respect to the timeshare interest you  
23 are purchasing, together with a per diem charge of \$ for  
24 interest and late charges.) Each owner is personally liable  
25 for the payment of her or his assessments for common expenses,  
26 and failure to timely pay these assessments may result in  
27 restriction or loss of your use and/or ownership rights.

28  
29 There are many important documents relating to the timeshare  
30 plan which you should review prior to purchasing a timeshare  
31 interest, including any owners' association articles and

1 bylaws; the current year's operating and reserve budgets; and  
2 any rules and regulations affecting the use of timeshare plan  
3 accommodations and facilities.

4 Section 6. Section 721.07, Florida Statutes, is  
5 amended to read:

6 721.07 Public offering statement.--Prior to offering  
7 any timeshare plan, the developer must submit a filed  
8 ~~registered~~ public offering statement to the division for  
9 approval as prescribed by s. 721.03, s. 721.55, or this  
10 section. Until the division approves such filing, any contract  
11 regarding the sale of that timeshare plan is subject to  
12 cancellation voidable by the purchaser pursuant to s. 721.10.

13 (1) The division shall, upon receiving a filed  
14 ~~registered~~ public offering statement from a developer, mail to  
15 the developer an acknowledgment of receipt. The failure of the  
16 division to send such acknowledgment will not, however,  
17 relieve the developer from the duty of complying with this  
18 section.

19 (2)(a) Within 45 days after receipt of a filed  
20 ~~registered~~ public offering statement which is subject only to  
21 this part and is submitted in proper form as prescribed by  
22 rule, or within 120 days after receipt of a filed ~~registered~~  
23 public offering statement which is subject to part II and is  
24 submitted in proper form as prescribed by rule, the division  
25 shall determine whether the proposed filed ~~registered~~ public  
26 offering statement is adequate to meet the requirements of  
27 this section and shall notify the developer by mail that the  
28 division has either approved the statement or found specified  
29 deficiencies in the statement. If the division fails to  
30 approve the statement or specify deficiencies in the statement  
31

1 within the period specified in this paragraph, the filing will  
2 be deemed approved.

3 (b) If the developer fails to respond to any cited  
4 deficiencies within 20 days after receipt of the division's  
5 deficiency notice, the division may reject the filing.  
6 Subsequent to such rejection, a new filing fee pursuant to  
7 subsection (4) and a new division initial review period  
8 pursuant to paragraph (a) shall apply to any refiling or  
9 further review of the rejected filing.

10 (c) Within 20 days after receipt of the developer's  
11 timely and complete response to any deficiency notice, the  
12 division shall notify the developer by mail that the division  
13 has either approved the filing, found additional specified  
14 deficiencies in it, or determined that any previously  
15 specified deficiency has not been corrected. If the division  
16 fails to approve or specify additional deficiencies within 20  
17 days after receipt of the developer's timely and complete  
18 response, the filing will be deemed approved.

19 (d) A developer shall have the authority to deliver to  
20 purchasers any purchaser public offering statement that is not  
21 yet approved by the division, provided that the following  
22 shall apply:

23 1. At the time the developer delivers an unapproved  
24 purchaser public offering statement to a purchaser pursuant to  
25 this paragraph, the developer shall deliver a fully completed  
26 and executed copy of the purchase contract required by s.  
27 721.06 that contains the following statement in conspicuous  
28 type in substantially the following form which shall replace  
29 the statements required by s. 721.06(1)(g):

30  
31



1 The developer is delivering to you a public offering statement  
2 that has been filed with but not yet approved by the Division  
3 of Florida Land Sales, Condominiums, and Mobile Homes. Any  
4 revisions to the unapproved public offering statement you have  
5 received must be delivered to you, but only if the revisions  
6 materially alter or modify the offering in a manner adverse to  
7 you. After the division approves the public offering  
8 statement, you will receive notice of the approval from the  
9 developer and the required revisions, if any.

10  
11 Your statutory right to cancel this transaction without any  
12 penalty or obligation expires 10 calendar days after the date  
13 you signed your purchase contract or the date on which you  
14 receive the last of all documents required to be given to you  
15 pursuant to section 721.07(6), Florida Statutes, or 10  
16 calendar days after you receive revisions required to be  
17 delivered to you, if any, whichever is later. If you decide to  
18 cancel this contract, you must notify the seller in writing of  
19 your intent to cancel. Your notice of cancellation shall be  
20 effective upon the date sent and shall be sent to (Name of  
21 Seller) at (Address of Seller). Any attempt to obtain a waiver  
22 of your cancellation right is void and of no effect. While you  
23 may execute all closing documents in advance, the closing, as  
24 evidenced by delivery of the deed or other document, before  
25 expiration of your 10-day cancellation period, is prohibited.

26 2. After receipt of approval from the division and  
27 prior to closing, if any revisions made to the documents  
28 contained in the purchaser public offering statement  
29 materially alter or modify the offering in a manner adverse to  
30 a purchaser, the developer shall send the purchaser such  
31

1 | revisions together with a notice containing a statement in  
2 | conspicuous type in substantially the following form:

3 |  
4 | The unapproved public offering statement previously delivered  
5 | to you, together with the enclosed revisions, has been  
6 | approved by the Division of Florida Land Sales, Condominiums,  
7 | and Mobile Homes. Accordingly, your cancellation right expires  
8 | 10 calendar days after you sign your purchase contract or 10  
9 | calendar days after you receive these revisions, whichever is  
10 | later. If you have any questions regarding your cancellation  
11 | rights, you may contact the division at [insert division's  
12 | current address].

13 |  
14 |         3. After receipt of approval from the division and  
15 | prior to closing, if no revisions have been made to the  
16 | documents contained in the unapproved purchaser public  
17 | offering statement, or if such revisions do not materially  
18 | alter or modify the offering in a manner adverse to a  
19 | purchaser, the developer shall send the purchaser a notice  
20 | containing a statement in conspicuous type in substantially  
21 | the following form:

22 |  
23 | The unapproved public offering statement previously delivered  
24 | to you has been approved by the Division of Florida Land  
25 | Sales, Condominiums, and Mobile Homes. Revisions made to the  
26 | unapproved public offering statement, if any, are either not  
27 | required to be delivered to you or are not deemed by the  
28 | developer, in its opinion, to materially alter or modify the  
29 | offering in a manner that is adverse to you. Accordingly, your  
30 | cancellation right expired 10 days after you signed your  
31 | purchase contract. A complete copy of the approved public

1 offering statement is available through the managing entity  
2 for inspection as part of the books and records of the plan.  
3 If you have any questions regarding your cancellation rights,  
4 you may contact the division at [insert division's current  
5 address].  
6

7 (3)(a)1. Any change to an approved public offering  
8 statement filing shall be filed with the division for approval  
9 as an amendment prior to becoming effective. The division  
10 shall have 20 days after receipt of a proposed amendment to  
11 approve or cite deficiencies in the proposed amendment. If the  
12 division fails to act within 20 days, the amendment will be  
13 deemed approved. If the proposed amendment adds a new  
14 component site to an approved multisite timeshare plan, the  
15 division's initial period in which to approve or cite  
16 deficiencies is 45 days. If the developer fails to adequately  
17 respond to any deficiency notice within 30 days, the division  
18 may reject the amendment. Subsequent to such rejection, a new  
19 filing fee pursuant to subsection (4) and a new division  
20 initial review period pursuant to this paragraph shall apply  
21 to any refiling or further review of the rejected amendment.

22 2. For filings only subject to this part, each  
23 approved amendment to the approved purchaser public offering  
24 statement, other than an amendment made only for the purpose  
25 of the addition of a phase or phases to the timeshare plan in  
26 the manner described in the timeshare instrument or any  
27 amendment that does not materially alter or modify the  
28 offering in a manner that is adverse to a purchaser, shall be  
29 delivered to a purchaser no later than 10 days prior to  
30 closing. For filings made under part II, each approved  
31 amendment to the multisite timeshare plan purchaser public

1 offering statement, other than an amendment made only for the  
2 purpose of the addition, substitution, or deletion of a  
3 component site pursuant to part II or the addition of a phase  
4 or phases to a component site of a multisite timeshare plan in  
5 the manner described in the timeshare instrument or any  
6 amendment that does not materially alter or modify the  
7 offering in a manner that is adverse to a purchaser, shall be  
8 delivered to a purchaser no later than 10 days prior to  
9 closing.

10 3. Amendments made to a timeshare instrument for a  
11 component site located in this state are not required to be  
12 delivered to purchasers who do not receive a timeshare estate  
13 or an interest in a specific multisite timeshare plan license  
14 in that component site. Amendments made to a timeshare  
15 instrument for a component site not located in this state are  
16 not required to be delivered to purchasers.

17 (b) At the time that any amendments required to be  
18 delivered to purchasers, as provided in paragraph (a), are  
19 delivered to purchasers, the developer shall provide to those  
20 purchasers who have not closed a written statement that the  
21 purchaser or lessee will have a 10-day voidability period.

22 (4)(a) Upon the filing of a filed ~~registered~~ public  
23 offering statement, the developer shall pay a filing fee of \$2  
24 for each 7 days of annual use availability in each timeshare  
25 unit that may be offered as a part of the proposed timeshare  
26 plan pursuant to the filing.

27 (b) Upon the filing of an amendment to an approved  
28 filed ~~registered~~ public offering statement, ~~other than an~~  
29 ~~amendment adding a phase to the timeshare plan~~, the developer  
30 shall pay a filing fee of \$100.

31

1           (5) Every filed ~~registered~~ public offering statement  
2 for a timeshare plan which is not a multisite timeshare plan  
3 shall contain the information required by this subsection. The  
4 division is authorized to provide by rule the method by which  
5 a developer must provide such information to the division.

6           (a) A cover page stating only:

7           1. The name of the timeshare plan; and

8           2. The following statement, in conspicuous type: This  
9 public offering statement contains important matters to be  
10 considered in acquiring a timeshare interest. The statements  
11 contained in this public offering statement are only summary  
12 in nature. A prospective purchaser should refer to all  
13 references, accompanying exhibits, contract documents, and  
14 sales materials. You should not rely upon oral representations  
15 as being correct. Refer to this document and accompanying  
16 exhibits for correct representations. The seller is prohibited  
17 from making any representations other than those contained in  
18 the contract and this public offering statement.

19           (b) A listing of all statements required to be in  
20 conspicuous type in the public offering statement and in all  
21 exhibits thereto.

22           (c) A separate index of the contents and exhibits of  
23 the public offering statement.

24           (d) A text which shall include, where applicable, the  
25 disclosures set forth in paragraphs (e)-(hh).

26           (e) A description of the timeshare plan, including,  
27 but not limited to:

28           1. Its name and location.

29           2. An explanation of the form of timeshare ownership  
30 that is being offered, including a statement as to whether any  
31 interest in the underlying real property will be conveyed to

1 | the purchaser. If the plan is being created or being sold on a  
2 | leasehold, a description of the material terms of the lease  
3 | shall be included. If the plan is a plan in which timeshare  
4 | estates or personal property timeshare interests are sold as  
5 | interests in a trust pursuant to the requirements of this  
6 | chapter, a full and accurate description of the trust  
7 | arrangement and the trustee's duties shall be included. If the  
8 | plan is a personal property timeshare plan, a description of  
9 | the material terms of the arrangement for the ownership or use  
10 | of the personal property shall be included.

11 |         3. An explanation of the manner in which the  
12 | apportionment of common expenses and ownership of the common  
13 | elements has been determined.

14 |         4. If ownership or use of the timeshare plan is based  
15 | on a point system, a statement indicating the circumstances by  
16 | which the point values may change, the extent of such changes,  
17 | and the person or entity responsible for the changes.

18 |         5. If any of the accommodations or facilities are part  
19 | of a personal property timeshare plan in which the  
20 | accommodations or facilities are located on or in a documented  
21 | vessel or foreign vessel as provided in s. 721.08(2)(c)3.e.,  
22 | the disclosure required by s. 721.08(2)(c)3.e.(IV).

23 |         (f) A description of the accommodations, including,  
24 | but not limited to:

25 |             1. The number of timeshare units in each building, the  
26 | total number of timeshare periods declared as part of the  
27 | timeshare plan and filed with the division, and the number of  
28 | bathrooms and bedrooms in each type of timeshare unit.

29 |             2. The latest date estimated for completion of  
30 | constructing, finishing, and equipping the timeshare units  
31 |

1 | declared as part of the timeshare plan and filed with the  
2 | division.

3 |         3. The estimated maximum number of units and timeshare  
4 | periods that will use the accommodations and facilities. If  
5 | the maximum number of timeshare units or timeshare periods  
6 | will vary, a description of the basis for variation.

7 |         4. The duration, in years, of the timeshare plan.

8 |         5. If any of the accommodations are part of a personal  
9 | property timeshare plan, the name, vehicle registration  
10 | number, title certificate number, or any other identifying  
11 | registration number assigned to the accommodation of a  
12 | personal property timeshare plan by a state, federal, or  
13 | international governmental agency.

14 |         6. If any of the accommodations are part of a personal  
15 | property timeshare plan, the fire detection system and fire  
16 | safety equipment and description of method of compliance with  
17 | any applicable firesafety or fire detection regulations.

18 |         (g) A description of any ~~the~~ facilities that will be  
19 | used by purchasers of the plan, including, but not limited to:

20 |             1. The intended purpose, if not apparent from the  
21 | description.

22 |             2. The estimated date when each facility will be  
23 | available for use by the purchaser.

24 |             3. A statement as to whether the facilities will be  
25 | used exclusively by purchasers of the timeshare plan, and, if  
26 | not, a statement as to whether the purchasers of the timeshare  
27 | plan are required to pay any portion of the maintenance and  
28 | expenses of such facilities.

29 |         (h)1. If any facilities offered by the developer for  
30 | use by purchasers are to be leased or have club memberships  
31 | associated with them, other than participation in a vacation

1 club, one of the following statements in conspicuous type:  
2 There is a lease associated with one or more facilities of the  
3 timeshare plan; or, There is a club membership associated with  
4 one or more facilities of the timeshare plan.

5 2. If it is mandatory that purchasers pay fees, rent,  
6 dues, or other charges under a facilities lease or club  
7 membership for the use of the facilities, other than  
8 participation in a vacation club, the applicable statement in  
9 conspicuous type in substantially the following form:

10 a. Membership in a facilities club is mandatory for  
11 purchasers;

12 b. Purchasers or the owners' association(s) are  
13 required, as a condition of ownership, to be lessees under the  
14 facilities lease;

15 c. Purchasers or the owners' association(s) are  
16 required to pay their share of the rent or costs and expenses  
17 of maintenance, management, upkeep, and replacement under the  
18 facilities lease (or the other instruments providing the  
19 facilities); or

20 d. A similar statement of the nature of the  
21 organization or the manner in which the use rights are  
22 created, and that purchasers are required to pay.

23  
24 Immediately following the applicable statement, a description  
25 of the lease or other instrument shall be stated, including a  
26 description of terms of the payment of rent or costs and  
27 expenses of maintenance, management, upkeep, and replacement  
28 of the facilities.

29 3. If the purchasers are required to pay a use fee, or  
30 other payment for the use of the facilities, not including the  
31 rent or maintenance, management, upkeep, or replacement costs



1 and expenses, the following statement in conspicuous type: The  
2 purchasers or the owners' association(s) must pay use fees for  
3 one or more facilities. Immediately following this statement,  
4 a description of the use fees shall be included.

5 4. If any person other than the owners' association  
6 has the right to a lien on the timeshare interests to secure  
7 the payment of assessments, rent, or other exactions, a  
8 statement in conspicuous type in substantially the following  
9 form:

10 a. There is a lien or lien right against each  
11 timeshare interest to secure the payment of rent and other  
12 exactions under the facilities lease. A purchaser's failure to  
13 make these payments may result in foreclosure of the lien; or

14 b. There is a lien or lien right against each  
15 timeshare interest to secure the payment of assessments or  
16 other exactions coming due for the use, maintenance, upkeep,  
17 or repair of one or more facilities. A purchaser's failure to  
18 make these payments may result in foreclosure of the lien.

19  
20 Immediately following the applicable statement, a description  
21 of the lien right shall be included.

22 (i) If the developer or any other person has the right  
23 to increase or add to the facilities at any time after the  
24 establishment of the timeshare plan, without the consent of  
25 the purchasers or owners' association being required, a  
26 statement in conspicuous type in substantially the following  
27 form: Facilities may be expanded or added without consent of  
28 the purchasers or the owners' association(s). Immediately  
29 following this statement, a description of such reserved  
30 rights shall be included.

31

1           (j)1. For a real property timeshare plan, an  
2 explanation of the status of the title to the real property  
3 underlying the timeshare plan, including a statement of the  
4 existence of any lien, defect, judgment, mortgage, or other  
5 encumbrance affecting the title to the property, and how such  
6 lien, defect, judgment, mortgage, or other encumbrance will be  
7 removed or satisfied prior to closing.

8           2. For a personal property timeshare plan, an  
9 explanation of the status of title to the personal property  
10 underlying the timeshare plan, including a statement of the  
11 existence of any lien, defect, judgment, or other encumbrance  
12 affecting the title to the personal property, and how such  
13 lien, defect, judgment, or other encumbrance will be removed  
14 or satisfied prior to closing.

15           (k) A description of any judgment against the  
16 developer, the managing entity, the owner of the underlying  
17 fee, or the owner of the underlying personal property fee,  
18 which judgment is material to the timeshare plan; the status  
19 of any pending suit to which the developer, the managing  
20 entity, the owner of the underlying fee, or the owner of the  
21 underlying personal property fee is a party, which suit is  
22 material to the timeshare plan; and any other suit which is  
23 material to the timeshare plan of which the developer,  
24 managing entity, the owner of the underlying fee, or the owner  
25 of the underlying personal property fee has actual knowledge.  
26 If no judgments or pending suits exist, there shall be a  
27 statement of such fact.

28           (l) A description of all unusual and material  
29 circumstances, features, and characteristics of the real  
30 property or personal property underlying or comprising the  
31 timeshare plan.

1 (m) A description of any financing to be offered to  
2 purchasers by the developer or any person or entity in which  
3 the developer has a financial interest, together with a  
4 disclosure that the description of such financing may be  
5 changed by the developer and that any change in the financing  
6 offered to prospective purchasers will not be deemed to be a  
7 material change.

8 (n) A detailed explanation of any financial  
9 arrangements which have been provided for completion of all  
10 promised improvements.

11 (o) The name and address of the managing entity; a  
12 statement whether the seller may change the managing entity or  
13 its control and, if so, the manner by which the seller may  
14 change the managing entity; a statement of the arrangements  
15 for management, maintenance, and operation of the  
16 accommodations and facilities and of other property that will  
17 serve the purchasers; and a description of the management  
18 arrangement and any contracts for these purposes having a term  
19 in excess of 1 year, including the names of the contracting  
20 parties, the term of the contract, the nature of the services  
21 included, and the compensation, stated for a month and for a  
22 year, and provisions for increases in the compensation. In the  
23 case of a personal property timeshare plan in which the  
24 accommodations or facilities are located on or in a documented  
25 vessel or foreign vessel as provided in s. 721.08(2)(c)3.e., a  
26 statement shall be included that describes the trustee's or  
27 owners' association's access to the certificates of  
28 classification and that the certificate of classification will  
29 be made available to purchasers on request.

30 (p) If any person other than the purchasers has the  
31 right to retain control of the board of administration of the

1 owners' association, if any, for a period of time which may  
2 exceed 1 year after the closing of the sale of a majority of  
3 the timeshare interests in that timeshare plan to persons  
4 other than successors or concurrent developers and the plan is  
5 one in which all purchasers automatically become members of  
6 the owners' association, a statement in conspicuous type in  
7 substantially the following form: The developer (or other  
8 person) has the right to retain control of the owners'  
9 association after a majority of the timeshare interests have  
10 been sold. Immediately following this statement, a description  
11 of the applicable transfer of control provisions of the  
12 timeshare plan shall be included.

13 (q)1. If there are any restrictions upon the sale,  
14 transfer, conveyance, or leasing of a timeshare interest, a  
15 statement in conspicuous type in substantially the following  
16 form: The sale, lease, or transfer of timeshare interests is  
17 restricted or controlled. Immediately following this  
18 statement, a description of the nature of the restriction,  
19 limitation, or control on the sale, lease, or transfer of  
20 timeshare interests shall be included.

21 2. The following statement in conspicuous type in  
22 substantially the following form: The purchase of a timeshare  
23 interest should be based upon its value as a vacation  
24 experience or for spending leisure time, and not considered  
25 for purposes of acquiring an appreciating investment or with  
26 an expectation that the timeshare interest may be resold.

27 (r) If the timeshare plan is part of a phase project,  
28 a statement to that effect and a complete description of the  
29 phasing. Notwithstanding any provisions of s. 718.110 or s.  
30 719.1055, a developer may develop a timeshare condominium or a  
31 timeshare cooperative in phases if the original declaration of

1 condominium or cooperative documents submitting the initial  
2 phase to condominium ownership or cooperative ownership or an  
3 amendment to the declaration of condominium or cooperative  
4 documents which has been approved by all of the unit owners  
5 and unit mortgagees provides for phasing. Notwithstanding any  
6 provisions of s. 718.403 or s. 719.403 to the contrary, the  
7 original declaration of condominium or cooperative documents,  
8 or an amendment to the declaration of condominium or  
9 cooperative documents adopted pursuant to this subsection,  
10 need only generally describe the developer's phasing plan and  
11 the land which may become part of the condominium or  
12 cooperative, and, in conjunction therewith, the developer may  
13 also reserve all rights to vary his or her phasing plan as to  
14 phase boundaries, plot plans and floor plans, timeshare unit  
15 types, timeshare unit sizes and timeshare unit type mixes,  
16 numbers of timeshare units, and facilities with respect to  
17 each subsequent phase. There shall be no time limit during  
18 which a developer of a timeshare condominium or timeshare  
19 cooperative must complete his or her phasing plan, and the  
20 developer shall not be required to notify owners of existing  
21 timeshare estates of his or her decision not to add one or  
22 more proposed phases.

23 (s) A description of the material restrictions, if  
24 any, to be imposed on timeshare interests concerning the use  
25 of any of the accommodations or facilities, including  
26 statements as to whether there are restrictions upon children  
27 and pets or a reference to a copy of the documents containing  
28 the restrictions which shall be attached as an exhibit. If  
29 there are no restrictions, there shall be a statement of such  
30 fact.

31

1           (t) If there is any land or personal property that is  
2 offered by the developer for use by the purchasers and which  
3 is neither owned by them nor leased to them, the owners'  
4 association, or any entity controlled by the purchasers, a  
5 statement describing the land or personal property, how it  
6 will serve the timeshare plan, and the nature and term of  
7 service.

8           (u) An estimated operating budget for the timeshare  
9 plan and a schedule of the purchaser's expenses shall be  
10 attached as an exhibit and shall contain the following  
11 information:

12           1. The estimated annual expenses of the timeshare plan  
13 collectible from purchasers by assessments. The estimated  
14 payments by the purchaser for assessments shall also be stated  
15 in the estimated amounts for the times when they will be due.  
16 Expenses shall also be shown for the shortest timeshare period  
17 offered for sale by the developer. If the timeshare plan  
18 provides for the offer and sale of units to be used on a  
19 nontimeshare basis, the estimated monthly and annual expenses  
20 of such units shall be set forth in a separate schedule.

21           2. The estimated weekly, monthly, and annual expenses  
22 of the purchaser of each timeshare interest, other than  
23 assessments payable to the managing entity. Expenses which are  
24 personal to purchasers that are not uniformly incurred by all  
25 purchasers or that are not provided for or contemplated by the  
26 timeshare plan documents may be excluded from this estimate.

27           3. The estimated items of expenses of the timeshare  
28 plan and the managing entity, except as excluded under  
29 subparagraph 2., including, but not limited to, if applicable,  
30 the following items, which shall be stated either as  
31 management expenses collectible by assessments or as expenses

1 of the purchaser payable to persons other than the managing  
2 entity:  
3 a. Expenses for the managing entity:  
4 (I) Administration of the managing entity.  
5 (II) Management fees.  
6 (III) Maintenance.  
7 (IV) Rent for facilities.  
8 (V) Taxes upon timeshare property.  
9 (VI) Taxes upon leased areas.  
10 (VII) Insurance.  
11 (VIII) Security provisions.  
12 (IX) Other expenses.  
13 (X) Operating capital.  
14 (XI) Reserves for deferred maintenance and reserves  
15 for capital expenditures, including:-  
16 (A) Reserves for deferred maintenance or capital  
17 expenditures of accommodations and facilities of a real  
18 property timeshare plan, if any. All reserves for any  
19 accommodations and facilities of real property timeshare plans  
20 located in this state shall be calculated by a formula which  
21 is based upon estimated life and replacement cost of each  
22 reserve item. Reserves for deferred maintenance for such  
23 accommodations and facilities shall include accounts for roof  
24 replacement, building painting, pavement resurfacing,  
25 replacement of timeshare unit furnishings and equipment, and  
26 any other component, the useful life of which is less than the  
27 useful life of the overall structure. For any accommodations  
28 and facilities of real property timeshare plans located  
29 outside of this state, the developer shall disclose the amount  
30 of reserves for deferred maintenance or capital expenditures  
31

1 required by the law of the situs state, if applicable, and  
2 maintained for such accommodations and facilities.

3 (B) Reserves for deferred maintenance or capital  
4 expenditures of accommodations and facilities of a personal  
5 property timeshare plan, if any. If such reserves are  
6 maintained, the estimated operating budget shall disclose the  
7 methodology of how the reserves are calculated. If a personal  
8 property timeshare plan does not require reserves, the  
9 following statement, in conspicuous type, shall appear in both  
10 the budget and the public offering statement:

11  
12 The estimated operating budget for this personal property  
13 timeshare plan does not include reserves for deferred  
14 maintenance or capital expenditures; each timeshare interest  
15 may be subject to substantial special assessments from time to  
16 time because no such reserves exist.

17  
18 (XII) Fees payable to the division.

19 b. Expenses for a purchaser:

20 (I) Rent for the timeshare unit, if subject to a  
21 lease.

22 (II) Rent payable by the purchaser directly to the  
23 lessor or agent under any lease for the use of facilities,  
24 which use and payment is a mandatory condition of ownership  
25 and is not included in the common expenses or assessments for  
26 common maintenance paid by the purchasers to the managing  
27 entity.

28 4. The estimated amounts shall be stated for a period  
29 of at least 12 months and may distinguish between the period  
30 prior to the time that purchasers elect a majority of the  
31 board of administration and the period after that date.



1           5. If the developer intends to guarantee the level of  
2 assessments, such guarantee must be based upon a good faith  
3 estimate of the revenues and expenses of the timeshare plan.

4 The guarantee must include a description of the following:

5           a. The specific time period measured in one or more  
6 calendar or fiscal years during which the guarantee will be in  
7 effect.

8           b. A statement that the developer will pay all common  
9 expenses incurred in excess of the total revenues of the  
10 timeshare plan pursuant to s. 721.15(2) if the developer has  
11 excused himself or herself from the payment of assessments  
12 during the guarantee period.

13           c. The level, expressed in total dollars, at which the  
14 developer guarantees the budget. If the developer has reserved  
15 the right to extend or increase the guarantee level pursuant  
16 to s. 721.15(2), a disclosure must be included to that effect.

17           6. If the developer intends to provide a trust fund to  
18 defer or reduce the payment of annual assessments, a copy of  
19 the trust instrument shall be attached as an exhibit and shall  
20 include a description of such arrangement, including, but not  
21 limited to:

22           a. The specific amount of such trust funds and the  
23 source of the funds.

24           b. The name and address of the trustee.

25           c. The investment methods permitted by the trust  
26 agreement.

27           d. A statement in conspicuous type that the funds from  
28 the trust account may not cover all assessments and that there  
29 is no guarantee that purchasers will not have to pay  
30 assessments in the future.

31

1           7. The budget of a phase timeshare plan may contain a  
2 note identifying the number of timeshare interests covered by  
3 the budget, indicating the number of timeshare interests, if  
4 any, estimated to be declared as part of the timeshare plan  
5 during that calendar year, and projecting the common expenses  
6 for the timeshare plan based upon the number of timeshare  
7 interests estimated to be declared as part of the timeshare  
8 plan during that calendar year.

9           (v) A schedule of estimated closing expenses to be  
10 paid by a purchaser or lessee of a timeshare interest and a  
11 statement as to whether a title opinion or title insurance  
12 policy is available to the purchaser and, if so, at whose  
13 expense.

14           (w) The identity of the developer and the chief  
15 operating officer or principal directing the creation and sale  
16 of the timeshare plan and a statement of the experience of  
17 each in this field or, if no experience, a statement of that  
18 fact.

19           (x) A statement of the total financial obligation of  
20 the purchaser, including the purchase price and any additional  
21 charges to which the purchaser may be subject.

22           (y) The name of any person who will or may have the  
23 right to alter, amend, or add to the charges to which the  
24 purchaser may be subject and the terms and conditions under  
25 which such alterations, amendments, or additions may be  
26 imposed.

27           (z) A statement of the purchaser's right of  
28 cancellation of the purchase contract.

29           (aa) A description of the insurance coverage provided  
30 for the timeshare plan.

31

1 (bb) A statement as to whether the timeshare plan is  
2 participating in an exchange program and, if so, the name and  
3 address of the exchange company offering the exchange program.

4 (cc) The existence of rules and regulations regarding  
5 any reservation features governing a purchaser's ability to  
6 make reservations for a timeshare period, including, if  
7 applicable, a conspicuous type disclaimer in substantially the  
8 following form:

9  
10 The right to reserve a timeshare period is subject to rules  
11 and regulations of the timeshare plan reservation system.

12  
13 (dd) If a developer is filing a timeshare plan that  
14 includes a timeshare instrument or component site document  
15 that was in conformance with the laws and rules in existence  
16 at the time the timeshare plan was created but does not  
17 conform to existing laws and rules that govern the timeshare  
18 plan and the developer does not have the authority or power to  
19 amend or change the timeshare instrument or component site  
20 document to conform to such existing laws or rules as directed  
21 by the division, a brief explanation of current law and the  
22 conflict with the timeshare instrument or component site  
23 document, preceded by disclaimer in conspicuous type in  
24 substantially the following form:

25  
26 Florida law has been amended and certain provisions in [insert  
27 appropriate reference to timeshare instrument or component  
28 site document] that were in conformance with Florida law as it  
29 existed at the time the timeshare plan was created are not in  
30 conformance with current Florida law. These documents may only  
31 be amended by [insert appropriate reference to person or

1 entity that has the right to amend or change the timeshare  
2 instrument or component site document]. The developer does not  
3 warrant that such documents are in technical compliance with  
4 all applicable Florida laws and regulations. All questions  
5 regarding amendment of these documents should be directed to  
6 [insert appropriate reference to person or entity that has the  
7 right to amend or change the timeshare instrument or component  
8 site document].

9  
10 (ee) Any other information that a seller, with the  
11 approval of the division, desires to include in the public  
12 offering statement.

13 (ff) Copies of the following documents and plans, to  
14 the extent they are applicable, shall be included as exhibits  
15 to the filed ~~registered~~ public offering statement provided, if  
16 the timeshare plan has not been declared or created at the  
17 time of the filing, the developer shall provide proposed  
18 documents:

- 19 1. The declaration of condominium.
- 20 2. The cooperative documents.
- 21 3. The declaration of covenants and restrictions.
- 22 4. The articles of incorporation creating the owners'  
23 association.
- 24 5. The bylaws of the owners' association.
- 25 6. Any ~~The~~ ground lease or other underlying lease of  
26 the real property associated with ~~on which~~ the timeshare plan  
27 ~~is situated~~. In the case of a personal property timeshare  
28 plan, any lease of the personal property associated with the  
29 personal property timeshare plan.

1           7. The management agreement and all maintenance and  
2 other contracts regarding the management and operation of the  
3 timeshare property which have terms in excess of 1 year.

4           8. The estimated operating budget for the timeshare  
5 plan and the required schedule of purchasers' expenses.

6           9. The floor plan of each type of accommodation and  
7 the plot plan showing the location of all accommodations and  
8 facilities declared as part of the timeshare plan and filed  
9 with the division.

10           10. The lease for any facilities.

11           11. A declaration of servitude of properties serving  
12 the accommodations and facilities, but not owned by purchasers  
13 or leased to them or the owners' association.

14           12. Any documents required by s. 721.03(3)(e) as the  
15 result of the inclusion of a timeshare plan in the conversion  
16 of the building to condominium or cooperative ownership.

17           13. The form of agreement for sale or lease of  
18 timeshare interests.

19           14. The executed agreement for escrow of payments made  
20 to the developer prior to closing and the form of any  
21 agreement for escrow of ad valorem tax escrow payments, if  
22 any, to be made into an ad valorem tax escrow account pursuant  
23 to s. 192.037(6).

24           15. The documents containing any restrictions on use  
25 of the property required by paragraph (s).

26           16. A letter from the escrow agent or filing attorney  
27 confirming that the escrow agent and its officers, directors,  
28 or other partners are independent pursuant to the requirements  
29 of this chapter.

30           17. Any nondisturbance and notice to creditors  
31 instrument required by s. 721.08.

1           18. In the case of any personal property timeshare  
2 plan in which the accommodations and facilities are located on  
3 or in a documented vessel or foreign vessel as provided in s.  
4 721.08(2)(c)3.e., a copy of the certificate of ownership of  
5 such vessel and either a copy of the certificate of  
6 documentation or certificate of registry of such vessel.

7           19. An executed affidavit given under oath by an  
8 attorney licensed to practice law in any jurisdiction in the  
9 United States stating that the attorney has researched the  
10 applicable laws of the jurisdiction in which governing law has  
11 been established and the laws of the jurisdiction in which the  
12 vessel is registered, and has found that the timeshare  
13 instrument complies with the provisions of s.  
14 721.08(2)(c)3.e.(II)(C) and (III).

15           ~~20.16.~~ Any other documents or instruments creating the  
16 timeshare plan.

17           (gg) Such other information as is necessary to fairly,  
18 meaningfully, and effectively disclose all aspects of the  
19 timeshare plan, including, but not limited to, any disclosures  
20 made necessary by the operation of s. 721.03(8). However, if a  
21 developer has, in good faith, attempted to comply with the  
22 requirements of this section, and if, in fact, he or she has  
23 substantially complied with the disclosure requirements of  
24 this chapter, nonmaterial errors or omissions shall not be  
25 actionable.

26           (hh) Notwithstanding the provisions of this  
27 subsection, the filed ~~registered~~ public offering statement for  
28 a component site of a multisite timeshare plan filed pursuant  
29 to this subsection may contain cross-references to information  
30 contained in the related multisite timeshare plan filed

31

1 ~~registered~~ public offering statement filed pursuant to s.  
2 721.55 in lieu of repeating such information.

3 (6) The division is authorized to prescribe by rule  
4 the form of the approved purchaser public offering statement  
5 that must be furnished by the developer to each purchaser. The  
6 form of the purchaser public offering statement must provide  
7 fair, meaningful, and effective disclosure of all aspects of  
8 the timeshare plan. For timeshare plans filed pursuant to this  
9 part, the developer shall furnish each purchaser with the  
10 following:

11 (a) A copy of the purchaser public offering statement  
12 text in the form approved by the division for delivery to  
13 purchasers.

14 (b) Copies of the exhibits required to be filed with  
15 the division pursuant to subparagraphs (5)(ff)1., 2., 4., 5.,  
16 8., and 20. ~~16.~~

17 (c) A receipt for timeshare plan documents and a list  
18 describing any exhibit to the filed ~~registered~~ public offering  
19 statement filed with the division which is not delivered to  
20 the purchaser. The division is authorized to prescribe by rule  
21 the form of the receipt for timeshare plan documents and the  
22 description of exhibits list that must be furnished to the  
23 purchaser. The description of documents list utilized by a  
24 developer shall be filed with the division for review as part  
25 of the filed ~~registered~~ public offering statement pursuant to  
26 this section. The developer shall be required to provide the  
27 managing entity with a copy of the approved filed ~~registered~~  
28 public offering statement and any approved amendments thereto  
29 to be maintained by the managing entity as part of the books  
30 and records of the timeshare plan pursuant to s. 721.13(3)(d).  
31

1 (d) Any other exhibit which the developer includes as  
2 part of the purchaser public offering statement, provided that  
3 the developer first files the exhibit with the division.

4 (e) An executed copy of any document which the  
5 purchaser signs.

6 (f) Each purchaser shall receive a fully executed  
7 paper copy of the purchase contract.

8 Section 7. Paragraph (g) of subsection (1) of section  
9 721.075, Florida Statutes, is amended and paragraph (e) is  
10 added to subsection (2) of that section, to read:

11 721.075 Incidental benefits.--Incidental benefits  
12 shall be offered only as provided in this section.

13 (1) Accommodations, facilities, products, services,  
14 discounts, or other benefits which satisfy the requirements of  
15 this subsection shall be subject to the provisions of this  
16 section and exempt from the other provisions of this chapter  
17 which would otherwise apply to such accommodations or  
18 facilities if and only if:

19 (g) The incidental benefit is filed with the division  
20 for review in conjunction with the filing of a timeshare plan  
21 or in 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 (e) A statement indicating the source of the services,  
27 points, or other products that constitute the incidental  
28 benefit.

29 Section 8. Section 721.08, Florida Statutes, is  
30 amended to read:  
31



1           721.08 Escrow accounts; nondisturbance instruments;  
2 alternate security arrangements; transfer of legal title.--

3           (1) Prior to the filing of a ~~registered~~ public  
4 offering statement with the division, all developers shall  
5 establish an escrow account with an escrow agent for the  
6 purpose of protecting the funds or other property of  
7 purchasers required to be escrowed by this section. An escrow  
8 agent shall maintain the accounts called for in this section  
9 only in such a manner as to be under the direct supervision  
10 and control of the escrow agent. The escrow agent shall have a  
11 fiduciary duty to each purchaser to maintain the escrow  
12 accounts in accordance with good accounting practices and to  
13 release the purchaser's funds or other property from escrow  
14 only in accordance with this chapter. The escrow agent shall  
15 retain all affidavits received pursuant to this section for a  
16 period of 5 years. Should the escrow agent receive conflicting  
17 demands for funds or other property held in escrow, the escrow  
18 agent shall immediately notify the division of the dispute and  
19 either promptly submit the matter to arbitration or, by  
20 interpleader or otherwise, seek an adjudication of the matter  
21 by court.

22           (2) One hundred percent of all funds or other property  
23 which is received from or on behalf of purchasers of the  
24 timeshare plan or timeshare interest prior to the occurrence  
25 of events required in this subsection shall be deposited  
26 pursuant to an escrow agreement approved by the division. The  
27 ~~escrow agreement shall provide that the funds or~~ other  
28 property may be released from escrow only as follows:

29           (a) Cancellation.--In the event a purchaser gives a  
30 valid notice of cancellation pursuant to s. 721.10 or is  
31 otherwise entitled to cancel the sale, the funds or other

1 | property received from or on behalf of the purchaser, or the  
2 | proceeds thereof, shall be returned to the purchaser. Such  
3 | refund shall be made within 20 days after ~~of~~ demand therefor  
4 | by the purchaser or within 5 days after receipt of funds from  
5 | the purchaser's cleared check, whichever is later. If the  
6 | purchaser has received benefits under the contract prior to  
7 | the effective date of the cancellation, the funds or other  
8 | property to be returned to the purchaser may be reduced by the  
9 | proportion of contract benefits actually received.

10 |         (b) Purchaser's default.--Following expiration of the  
11 | 10-day cancellation period, if the purchaser defaults in the  
12 | performance of her or his obligations under the terms of the  
13 | contract to purchase or such other agreement by which a seller  
14 | sells the timeshare interest, the developer shall provide an  
15 | affidavit to the escrow agent requesting release of the  
16 | escrowed funds or other property and shall provide a copy of  
17 | such affidavit to the purchaser who has defaulted. The  
18 | developer's affidavit, as required herein, shall include:

19 |             1. A statement that the purchaser has defaulted and  
20 | that the developer has not defaulted;

21 |             2. A brief explanation of the nature of the default  
22 | and the date of its occurrence;

23 |             3. A statement that pursuant to the terms of the  
24 | contract the developer is entitled to the funds held by the  
25 | escrow agent; and

26 |             4. A statement that the developer has not received  
27 | from the purchaser any written notice of a dispute between the  
28 | purchaser and developer or a claim by the purchaser to the  
29 | escrow.

30 |         (c) Compliance with conditions.--

31 |

1           1. Timeshare licenses.--If the timeshare plan is one  
2 in which timeshare licenses are to be sold and no cancellation  
3 or default has occurred, the escrow agent may release the  
4 escrowed funds or other property to or on the order of the  
5 developer upon presentation of:

6           a. An affidavit by the developer that all of the  
7 following conditions have been met:

8           (I) Expiration of the cancellation period.

9           (II) Completion of construction.

10          (III) Closing.

11          (IV) Either:

12          (A) Execution, delivery, and recordation by each  
13 interestholder of the nondisturbance and notice to creditors  
14 instrument, as described in this section; or, ~~alternatively,~~

15          (B) Transfer by the developer of legal title to the  
16 subject accommodations and facilities, or all use rights  
17 therein, into ~~to~~ a trust satisfying the requirements of  
18 subparagraph 4. ~~sub-subparagraph 3.b.~~ and the execution,  
19 delivery, and recordation by each other interestholder of the  
20 nondisturbance and notice to creditors instrument, as  
21 described in this section.

22          b. A certified copy of each ~~the~~ recorded  
23 nondisturbance and notice to creditors instrument ~~that~~  
24 ~~complies with subsection (3).~~

25          c. One of the following:

26          (I) A copy of a memorandum of agreement, as defined in  
27 s. 721.05~~(21)~~, together with satisfactory evidence that the  
28 original memorandum of agreement has been irretrievably  
29 delivered for recording to the appropriate official  
30 responsible for maintaining the public records in the county  
31 in which the subject accommodations and facilities are

1 | located. The original memorandum of agreement must be recorded  
2 | within 180 days after the date on which the purchaser executed  
3 | her or his purchase agreement.

4 |         (II) A notice delivered for recording to the  
5 | appropriate official responsible for maintaining the public  
6 | records in each county in which the subject accommodations and  
7 | facilities are located notifying all persons of the identity  
8 | of an independent escrow agent or trustee satisfying the  
9 | requirements of subparagraph 4. ~~sub-subparagraph 3.b.~~ that  
10 | shall maintain separate books and records, in accordance with  
11 | good accounting practices, for the timeshare plan in which  
12 | timeshare licenses are to be sold. The books and records shall  
13 | indicate each accommodation and facility that is subject to  
14 | such a timeshare plan and each purchaser of a timeshare  
15 | license in the timeshare plan.

16 |         2. Timeshare estates.--If the timeshare plan is one in  
17 | which timeshare estates are to be sold, ~~other than interests~~  
18 | ~~in a trust pursuant to subparagraph 3.,~~ and no cancellation or  
19 | default has occurred, the escrow agent may release the  
20 | escrowed funds or other property to or on the order of the  
21 | developer upon presentation of:

22 |             a. An affidavit by the developer that all of the  
23 | following conditions have been met:

24 |                 (I) Expiration of the cancellation period.

25 |                 (II) Completion of construction.

26 |                 (III) Closing.

27 |             b. If the timeshare estate is sold by agreement for  
28 | deed, a certified copy of the recorded nondisturbance and  
29 | notice to creditors instrument, as described in this section.

30 |             c. Evidence that each accommodation and facility:

31 |

1           (I) Is free and clear of the claims of any  
2 interestholders, other than the claims of interestholders  
3 that, through a recorded instrument, are irrevocably made  
4 subject to the timeshare instrument and the use rights of  
5 purchasers made available through the timeshare instrument;

6           (II) Is the subject of a recorded nondisturbance and  
7 notice to creditors instrument that complies with subsection  
8 (3) and s. 721.17; or

9           (III) Has been transferred into a trust satisfying the  
10 requirements of subparagraph 4.

11           d. Evidence that the timeshare estate:

12           (I) Is free and clear of the claims of any  
13 interestholders, other than the claims of interestholders  
14 that, through a recorded instrument, are irrevocably made  
15 subject to the timeshare instrument and the use rights of  
16 purchasers made available through the timeshare instrument;

17 or

18           (II) Is ~~that are~~ the subject of a recorded  
19 nondisturbance and notice to creditors instrument that  
20 complies with subsection (3) and s. 721.17.

21           3. Personal property timeshare interests.-- If the  
22 timeshare plan is one in which personal property timeshare  
23 interests ~~estates~~ are to be sold as ~~interests in a trust that~~  
24 ~~complies in all respects with the provisions of~~  
25 ~~sub-subparagraph b.,~~ and no cancellation or default has  
26 occurred, the escrow agent may release the escrowed funds or  
27 other property to or on the order of the developer upon  
28 presentation of:

29           a. An affidavit by the developer that all of the  
30 following conditions have been met:

31           (I) Expiration of the cancellation period.

1           (II) Completion of construction.

2           (III) ~~Transfer of the subject accommodations and~~  
3 ~~facilities, or all use rights therein, to the trust.~~

4           ~~(IV)~~ Closing.

5           b. If the personal property timeshare interest is sold  
6 by agreement for transfer, evidence that the agreement for  
7 transfer complies fully with s. 721.06 and this section.

8           c. Evidence that one of the following has occurred:

9           (I) Transfer by the owner of the underlying personal  
10 property of legal title to the subject accommodations and  
11 facilities or all use rights therein into a trust satisfying  
12 the requirements of subparagraph 4.; or

13           (II) Transfer by the owner of the underlying personal  
14 property of legal title to the subject accommodations and  
15 facilities or all use rights therein into an owners'  
16 association satisfying the requirements of subparagraph 5.

17           d. Evidence of compliance with the provisions of  
18 subparagraph 6., if required.

19           e. If a personal property timeshare plan is created  
20 with respect to accommodations and facilities that are located  
21 on or in an oceangoing vessel, including a "documented vessel"  
22 or a "foreign vessel," as defined and governed by 46 U.S.C.,  
23 chapter 301:

24           (I) In making the transfer required in  
25 sub-subparagraph c., the developer shall use as its transfer  
26 instrument a document that establishes and protects the  
27 continuance of the use rights in the subject accommodations  
28 and facilities in a manner that is enforceable by the trust or  
29 owners' association.

30

31

1           (II) The transfer instrument shall comply fully with  
2 the provisions of this chapter, shall be part of the timeshare  
3 instrument, and shall contain specific provisions that:

4           (A) Prohibit the vessel owner, the developer, any  
5 manager or operator of the vessel, the owners' association or  
6 the trustee, the managing entity, or any other person from  
7 incurring any liens against the vessel except for liens that  
8 are required for the operation and upkeep of the vessel,  
9 including liens for fuel expenditures, repairs, crews' wages,  
10 and salvage, and except as provided in sub-sub-subparagraphs  
11 4.b.(III) and 5.b.(III). All expenses, fees, and taxes  
12 properly incurred in connection with the creation,  
13 satisfaction, and discharge of any such permitted lien, or a  
14 prorated portion thereof if less than all of the  
15 accommodations on the vessel are subject to the timeshare  
16 plan, shall be common expenses of the timeshare plan.

17           (B) Grant a lien against the vessel in favor of the  
18 owners' association or trustee to secure the full and faithful  
19 performance of the vessel owner and developer of all of their  
20 obligations to the purchasers.

21           (C) Establish governing law in a jurisdiction that  
22 recognizes and will enforce the timeshare instrument and the  
23 laws of the jurisdiction of registry of the vessel.

24           (D) Require that a description of the use rights of  
25 purchasers be posted and displayed on the vessel in a manner  
26 that will give notice of such rights to any party examining  
27 the vessel. This notice must identify the owners' association  
28 or trustee and include a statement disclosing the limitation  
29 on incurring liens against the vessel described in  
30 sub-sub-sub-subparagraph (A).

31

1           (E) Include the nondisturbance and notice to creditors  
2 instrument for the vessel owner and any other interestholders.

3           (F) The owners' association created under subparagraph  
4 5. or trustee created under subparagraph 4. shall have access  
5 to any certificates of classification in accordance with the  
6 timeshare instrument.

7           (III) If the vessel is a foreign vessel, the vessel  
8 must be registered in a jurisdiction that permits a filing  
9 evidencing the use rights of purchasers in the subject  
10 accommodations and facilities, offers protection for such use  
11 rights against unfiled and inferior claims, and recognizes the  
12 document or instrument creating such use rights as a lien  
13 against the vessel.

14           (IV) In addition to the disclosures required by s.  
15 721.07(5), the public offering statement and purchase contract  
16 must contain a disclosure in conspicuous type in substantially  
17 the following form:

18  
19 The laws of the State of Florida govern the offering of this  
20 timeshare plan in this state. There are inherent risks in  
21 purchasing a timeshare interest in this timeshare plan because  
22 the accommodations and facilities of the timeshare plan are  
23 located on a vessel that will sail into international waters  
24 and into waters governed by many different jurisdictions.  
25 Therefore, the laws of the State of Florida cannot fully  
26 protect your purchase of an interest in this timeshare plan.  
27 Specifically, management and operational issues may need to be  
28 addressed in the jurisdiction in which the vessel is  
29 registered, which is \_\_\_\_\_ (insert jurisdiction in which  
30 vessel is registered). Concerns of purchasers may be sent to  
31



1 (insert name of applicable regulatory agency and  
2 address).

3  
4 4. Trust.--

5 a. If the subject accommodations or facilities, or all  
6 use rights therein, are to be transferred into a trust in  
7 order to comply with this paragraph, such transfer shall take  
8 place pursuant to this subparagraph.

9 b. Prior to the transfer by each interestholder of the  
10 subject accommodations and facilities, or all use rights  
11 therein, to a trust, any lien or other encumbrance against  
12 such accommodations and facilities, or use rights therein,  
13 shall be made subject to a nondisturbance and notice to  
14 creditors instrument pursuant to subsection (3) as described  
15 in this section. No transfer pursuant to this subparagraph  
16 sub-subparagraph shall become effective until the trustee  
17 accepts such transfer and the responsibilities set forth  
18 herein. A trust established pursuant to this subparagraph  
19 sub-subparagraph shall comply with the following provisions:

20 (I) The trustee shall be an individual or a business  
21 entity authorized and qualified to conduct trust business in  
22 this state. Any corporation authorized to do business in this  
23 state may act as trustee in connection with a timeshare plan  
24 pursuant to this chapter. The trustee must be independent from  
25 any developer or managing entity of the timeshare plan or any  
26 interestholder of any accommodation or facility of such plan.

27 (II) The trust shall be irrevocable so long as any  
28 purchaser has a right to occupy any portion of the timeshare  
29 property pursuant to the timeshare plan.

30 (III) The trustee shall not convey, hypothecate,  
31 mortgage, assign, lease, or otherwise transfer or encumber in

1 any fashion any interest in or portion of the timeshare  
2 property with respect to which any purchaser has a right of  
3 use or occupancy unless the timeshare plan is terminated  
4 pursuant to the timeshare instrument, or such conveyance,  
5 hypothecation, mortgage, assignment, lease, transfer, or  
6 encumbrance is approved by a vote of two-thirds of all voting  
7 interests of the timeshare plan and such decision is declared  
8 by a court of competent jurisdiction to be in the best  
9 interests of the purchasers of the timeshare plan. The trustee  
10 shall notify the division in writing within 10 days after ~~of~~  
11 receiving notice of the filing of any petition relating to  
12 obtaining such a court order. The division shall have standing  
13 to advise the court of the division's interpretation of the  
14 statute as it relates to the petition.

15 (IV) All purchasers of the timeshare plan or the  
16 owners' association of the timeshare plan shall be the express  
17 beneficiaries of the trust. The trustee shall act as a  
18 fiduciary to the beneficiaries of the trust. The personal  
19 liability of the trustee shall be governed by s. 737.306. The  
20 agreement establishing the trust shall set forth the duties of  
21 the trustee. The trustee shall be required to furnish promptly  
22 to the division upon request a copy of the complete list of  
23 the names and addresses of the owners in the timeshare plan  
24 and a copy of any other books and records of the timeshare  
25 plan required to be maintained pursuant to s. 721.13 that are  
26 in the possession, custody, or control of the trustee. All  
27 expenses reasonably incurred by the trustee in the performance  
28 of its duties, together with any reasonable compensation of  
29 the trustee, shall be common expenses of the timeshare plan.

30 (V) The trustee shall not resign upon less than 90  
31 days' prior written notice to the managing entity and the

1 | division. No resignation shall become effective until a  
2 | substitute trustee, approved by the division, is appointed by  
3 | the managing entity and accepts the appointment.

4 |         (VI) The documents establishing the trust arrangement  
5 | shall constitute a part of the timeshare instrument.

6 |         (VII) For trusts holding property in a timeshare plan  
7 | located outside this state, the trust and trustee holding such  
8 | property shall be deemed in compliance with the requirements  
9 | of this subparagraph if such trust and trustee are ~~is~~  
10 | authorized and qualified to conduct trust business under the  
11 | laws of such jurisdiction and the agreement or law governing  
12 | such trust arrangement provides substantially similar  
13 | protections for the purchaser as are required in this  
14 | subparagraph for trusts holding property in a timeshare plan  
15 | in this state.

16 |         (VIII) The trustee shall have appointed a registered  
17 | agent in this state for service of process. In the event such  
18 | a registered agent is not appointed, service of process may be  
19 | served pursuant to s. 721.265.

20 |         5. Owners' association.--

21 |         a. If the subject accommodations or facilities, or all  
22 | use rights therein, are to be transferred into an owners'  
23 | association in order to comply with this paragraph, such  
24 | transfer shall take place pursuant to this subparagraph.

25 |         b. Prior to the transfer by each interestholder of the  
26 | subject accommodations and facilities, or all use rights  
27 | therein, to an owners' association, any lien or other  
28 | encumbrance against such accommodations and facilities, or use  
29 | rights therein, shall be made subject to a nondisturbance and  
30 | notice to creditors instrument pursuant to subsection (3). No  
31 | transfer pursuant to this subparagraph shall become effective

1 until the owners' association accepts such transfer and the  
2 responsibilities set forth herein. An owners' association  
3 established pursuant to this subparagraph shall comply with  
4 the following provisions:

5 (I) The owners' association shall be a business entity  
6 authorized and qualified to conduct business in this state.  
7 Control of the board of directors of the owners' association  
8 must be independent from any developer or managing entity of  
9 the timeshare plan or any interestholder.

10 (II) The bylaws of the owners' association shall  
11 provide that the corporation may not be voluntarily dissolved  
12 without the unanimous vote of all owners of personal property  
13 timeshare interests so long as any purchaser has a right to  
14 occupy any portion of the timeshare property pursuant to the  
15 timeshare plan.

16 (III) The owners' association shall not convey,  
17 hypothecate, mortgage, assign, lease, or otherwise transfer or  
18 encumber in any fashion any interest in or portion of the  
19 timeshare property with respect to which any purchaser has a  
20 right of use or occupancy, unless the timeshare plan is  
21 terminated pursuant to the timeshare instrument, or unless  
22 such conveyance, hypothecation, mortgage, assignment, lease,  
23 transfer, or encumbrance is approved by a vote of two-thirds  
24 of all voting interests of the association and such decision  
25 is declared by a court of competent jurisdiction to be in the  
26 best interests of the purchasers of the timeshare plan. The  
27 owners' association shall notify the division in writing  
28 within 10 days after receiving notice of the filing of any  
29 petition relating to obtaining such a court order. The  
30 division shall have standing to advise the court of the  
31

1 division's interpretation of the statute as it relates to the  
2 petition.

3 (IV) All purchasers of the timeshare plan shall be  
4 members of the owners' association and shall be entitled to  
5 vote on matters requiring a vote of the owners' association as  
6 provided in this chapter or the timeshare instrument. The  
7 owners' association shall act as a fiduciary to the purchasers  
8 of the timeshare plan. The articles of incorporation  
9 establishing the owners' association shall set forth the  
10 duties of the owners' association. All expenses reasonably  
11 incurred by the owners' association in the performance of its  
12 duties, together with any reasonable compensation of the  
13 officers or directors of the owners' association, shall be  
14 common expenses of the timeshare plan.

15 (V) The documents establishing the owners' association  
16 shall constitute a part of the timeshare instrument.

17 (VI) For owners' associations holding property in a  
18 timeshare plan located outside this state, the owners'  
19 association holding such property shall be deemed in  
20 compliance with the requirements of this subparagraph if such  
21 owners' association is authorized and qualified to conduct  
22 owners' association business under the laws of such  
23 jurisdiction and the agreement or law governing such  
24 arrangement provides substantially similar protections for the  
25 purchaser as are required in this subparagraph for owners'  
26 associations holding property in a timeshare plan in this  
27 state.

28 (VII) The owners' association shall have appointed a  
29 registered agent in this state for service of process. In the  
30 event such a registered agent cannot be located, service of  
31 process may be made pursuant to s. 721.265.

1           6. Personal property subject to certificate of  
2 title.--If any personal property that is an accommodation or  
3 facility of a timeshare plan is subject to a certificate of  
4 title in this state pursuant to chapter 319 or chapter 328,  
5 the following notation must be made on such certificate of  
6 title pursuant to s. 319.27(1) or s. 328.15(1):

7  
8 The further transfer or encumbrance of the property subject to  
9 this certificate of title, or any lien or encumbrance thereon,  
10 is subject to the requirements of section 721.17, Florida  
11 Statutes, and the transferee or lienor agrees to be bound by  
12 all of the obligations set forth therein.

13  
14           ~~7.4.~~ If the developer has previously provided a  
15 certified copy of any document required by this paragraph, she  
16 or he may for all subsequent disbursements substitute a true  
17 and correct copy of the certified copy, provided no changes to  
18 the document have been made or are required to be made.

19           8. In the event that use rights relating to an  
20 accommodation or facility are transferred into a trust  
21 pursuant to subparagraph 4. or into an owners' association  
22 pursuant to subparagraph 5., all other interestholders,  
23 including the owner of the underlying fee or underlying  
24 personal property, must execute a nondisturbance and notice to  
25 creditors instrument pursuant to subsection (3).

26           (d) Substitution of other assurances for escrowed  
27 funds or other property.--Funds or other property escrowed as  
28 provided in this section may be released from escrow to or on  
29 the order of the developer upon acceptance by the director of  
30 the division of other assurances pursuant to subsection (5) as  
31 a substitute for such escrowed funds or other property. The

1 amount of escrowed funds or other property that may be  
2 released pursuant to this paragraph shall be equal to or less  
3 than the face amount of the assurances accepted by the  
4 director from time to time.

5 (3) NONDISTURBANCE AND NOTICE TO CREDITORS

6 INSTRUMENT.--The nondisturbance and notice to creditors  
7 instrument, when required, shall be executed by each  
8 interestholder.

9 (a) The instrument shall state that:

10 1.(a) If the party seeking enforcement is not in  
11 default of its obligations, the instrument may be enforced by  
12 both the seller and any purchaser of the timeshare plan;

13 2.(b) The instrument shall be effective as between the  
14 timeshare purchaser and interestholder despite any rejection  
15 or cancellation of the contract between the timeshare  
16 purchaser and developer as a result of bankruptcy proceedings  
17 of the developer; and

18 3.(c) So long as a purchaser remains in good standing  
19 with respect to her or his obligations under the timeshare  
20 instrument, including making all payments to the managing  
21 entity required by the timeshare instrument with respect to  
22 the annual common expenses of the timeshare ~~the interestholder~~  
23 ~~has any interest in the accommodations, facilities, or plan,~~  
24 then the interestholder will ~~fully~~ honor all ~~the~~ rights of  
25 such purchaser relating to the subject accommodation or  
26 facility as reflected ~~timeshare purchasers in and to the~~  
27 ~~timeshare instrument plan, will honor the purchasers' right to~~  
28 ~~cancel their contracts and receive appropriate refunds, and~~  
29 ~~will comply with all other requirements of this chapter and~~  
30 ~~rules promulgated hereunder.~~

1 The instrument shall contain language sufficient to provide  
2 subsequent creditors of the developer and interestholders with  
3 notice of the existence of the timeshare plan and of the  
4 rights of purchasers and shall serve to protect the interest  
5 of the timeshare purchasers from any claims of subsequent  
6 creditors.

7 (b) Real property timeshare plans.--For real property  
8 timeshare plans, the instrument shall be recorded in the  
9 public records of the county in which the subject  
10 accommodations or facilities are located.

11 (c) Personal property timeshare plans.--For personal  
12 property timeshare plans, the instrument shall be included  
13 within or attached as an exhibit to a security agreement or  
14 other agreement executed by the interestholder. Constructive  
15 notice of such security agreement or other agreement shall be  
16 filed in the manner prescribed by chapter 679 or other  
17 applicable law.

18 (d) A copy of the recorded or filed nondisturbance and  
19 notice to creditors instrument, when required, shall be  
20 provided to each timeshare purchaser at the time the purchase  
21 contract is executed.

22 (4) In lieu of any escrow provisions required by this  
23 act, the director of the division shall have the discretion to  
24 permit deposit of the funds or other property in an escrow  
25 account as required by the jurisdiction in which the sale took  
26 place.

27 (5)(a) In lieu of any escrows required by this  
28 section, the director of the division shall have the  
29 discretion to accept other assurances, including, but not  
30 limited to, a surety bond issued by a company authorized and  
31 licensed to do business in this state as surety or an



1 irrevocable letter of credit in an amount equal to the escrow  
2 requirements of this section.

3 (b) Notwithstanding anything in chapter 718 or chapter  
4 719 to the contrary, the director of the division shall have  
5 the discretion to accept other assurances pursuant to  
6 paragraph (a) in lieu of any requirement that completion of  
7 construction of one or more accommodations or facilities of a  
8 timeshare plan be accomplished prior to closing.

9 (c) In lieu of a nondisturbance and notice to  
10 creditors instrument, when such an instrument is otherwise  
11 required by this section, the director of the division shall  
12 have the discretion to accept alternate means of protecting  
13 the continuing rights of purchasers in and to the subject  
14 accommodations or facilities of the timeshare plan as and for  
15 the term described in the timeshare instrument, and of  
16 providing effective constructive notice of such continuing  
17 purchaser rights to subsequent owners of the accommodations or  
18 facilities and to subsequent creditors of the affected  
19 interestholder.

20 (d) In lieu of the requirements in s.  
21 721.08(2)(c)3.e.(III), the director of the division shall have  
22 the discretion to accept alternate means of protecting the use  
23 rights of purchasers in the subject accommodations and  
24 facilities of the timeshare plan against unfiled and inferior  
25 claims.

26 (6) An escrow agent holding funds escrowed pursuant to  
27 this section may invest such escrowed funds in securities of  
28 the United States Government, or any agency thereof, or in  
29 savings or time deposits in institutions insured by an agency  
30 of the United States Government. The right to receive the  
31 interest generated by any such investments shall be paid to

1 | the party to whom the escrowed funds or other property are  
2 | paid unless otherwise specified by contract.

3 |         (7) Each escrow agent shall maintain separate books  
4 | and records for each timeshare plan and shall maintain such  
5 | books and records in accordance with good accounting  
6 | practices.

7 |         (8) An escrow agent holding escrowed funds pursuant to  
8 | this chapter that have not been claimed for a period of 5  
9 | years after the date of deposit shall make at least one  
10 | reasonable attempt to deliver such unclaimed funds to the  
11 | purchaser who submitted such funds to escrow. In making such  
12 | attempt, an escrow agent is entitled to rely on a purchaser's  
13 | last known address as set forth in the books and records of  
14 | the escrow agent and is not required to conduct any further  
15 | search for the purchaser. If an escrow agent's attempt to  
16 | deliver unclaimed funds to any purchaser is unsuccessful, the  
17 | escrow agent may deliver such unclaimed funds to the division  
18 | and the division shall deposit such unclaimed funds in the  
19 | Division of Florida Land Sales, Condominiums, and Mobile Homes  
20 | Trust Fund, 30 days after giving notice in a publication of  
21 | general circulation in the county in which the timeshare  
22 | property containing the purchaser's timeshare interest is  
23 | located. The purchaser may claim the same at any time prior to  
24 | the delivery of such funds to the division. After delivery of  
25 | such funds to the division, the purchaser shall have no more  
26 | rights to the unclaimed funds. The escrow agent shall not be  
27 | liable for any claims from any party arising out of the escrow  
28 | agent's delivery of the unclaimed funds to the division  
29 | pursuant to this section.

30 |         (9) For each transfer of the legal title to a  
31 | timeshare estate by a developer, the developer shall deliver

1 an instrument evidencing such transfer to the purchaser or to  
2 a title insurance agent or the clerk of the court for  
3 recording. For each transfer of the legal title to a personal  
4 property timeshare interest by a developer, the developer  
5 shall deliver an instrument evidencing such transfer to the  
6 purchaser subject to the provisions of this section.

7 (10)(a) Any developer, seller, or escrow agent who  
8 intentionally fails to comply with the provisions of this  
9 section concerning the establishment of an escrow account,  
10 deposits of funds into escrow, and withdrawal therefrom is  
11 guilty of a felony of the third degree, punishable as provided  
12 in s. 775.082, s. 775.083, or s. 775.084, or the successor  
13 thereof. The failure to establish an escrow account or to  
14 place funds therein as required in this section is prima facie  
15 evidence of an intentional and purposeful violation of this  
16 section.

17 (b) Any developer, interestholder, trustee, or officer  
18 or director of an owners' association who intentionally fails  
19 to comply with the provisions of this section concerning the  
20 establishment of a trust or owners' association, conveyances  
21 of property into the trust or owners' association, and  
22 conveyances or encumbrances of trust or owners' association  
23 property is guilty of a felony of the third degree, punishable  
24 as provided in s. 775.082, s. 775.083, or s. 775.084, or the  
25 successor thereof. The failure to establish a trust or owners'  
26 association, or to transfer property into the trust or owners'  
27 association, or the failure of a trustee or officer or  
28 director of an owners' association to comply with the trust  
29 agreement, articles of incorporation, or bylaws with respect  
30 to conveyances or encumbrances of trust or owners' association  
31

1 property, as required by this section, is prima facie evidence  
2 of an intentional and purposeful violation of this section.

3           Section 9. Paragraphs (a) and (d) of subsection (1),  
4 paragraph (c) of subsection (2), and paragraph (c) of  
5 subsection (3) of section 721.09, Florida Statutes, are  
6 amended to read:

7           721.09 Reservation agreements; escrows.--

8           (1)(a) Prior to filing the filed ~~registered~~ public  
9 offering statement with the division, a seller shall not offer  
10 a timeshare plan for sale but may accept reservation deposits  
11 and advertise the reservation deposit program upon approval by  
12 the division of a fully executed escrow agreement and  
13 reservation agreement properly filed with the division.

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

18           1. The seller complies with the provisions of s.  
19 721.11 with respect to such advertising material.

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

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

31

1           (2) Each executed reservation agreement shall be  
2 signed by the developer and shall contain the following:

3           (c) A statement of the obligation of the developer to  
4 file a filed ~~registered~~ public offering statement with the  
5 division prior to entering into binding contracts.

6           (3)

7           (c) The escrow agent may invest the escrowed funds in  
8 securities of the United States Government, or any agency  
9 thereof, or in savings or time deposits in institutions  
10 insured by an agency of the United States Government. The  
11 interest generated by any such investments shall be payable to  
12 the party entitled to receive the escrowed funds or other  
13 property.

14           Section 10. Paragraph (a) of subsection (1),  
15 paragraphs (b) and (e) of subsection (6), and subsections (7),  
16 (8), and (9) of section 721.11, Florida Statutes, are amended  
17 to read:

18           721.11 Advertising materials; oral statements.--

19           (1)(a) A developer may file ~~All~~ advertising material  
20 ~~must be filed~~ with the division for review ~~by the developer~~  
21 ~~prior to use. At the request of the developer,~~ The division  
22 shall review any ~~the~~ advertising material filed for review by  
23 the developer and notify the developer of any deficiencies  
24 within 10 days after the filing. If the developer corrects the  
25 deficiencies or if there are no deficiencies, the division  
26 shall notify the developer of its approval of the advertising  
27 materials. Notwithstanding anything to the contrary contained  
28 in this subsection, so long as the developer uses advertising  
29 materials approved by the division, following the developer's  
30 request for a review, the developer shall not be liable for  
31

1 any violation of this section or s. 721.111 with respect to  
2 such advertising materials.

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

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

24 (e) If the seller provides the purchaser with the  
25 right to cancel the purchase of a regulated short-term product  
26 at any time up to 7 days prior to the purchaser's reserved use  
27 of the accommodations, but in no event less than 10 days, and  
28 if the seller refunds the total amount of all payments made by  
29 the purchaser reduced by the proportion of any benefits the  
30 purchaser has actually received prior to the effective date of  
31 the cancellation, the specific value of which has been agreed

1 | to between the purchaser and the seller, the short-term  
2 | product offer shall be exempt from the requirements of  
3 | paragraphs (b), (c), and (d). An agreement relating to the  
4 | sale of the regulated short-term product made pursuant to this  
5 | paragraph must contain a statement setting forth the  
6 | cancellation and refund rights of the prospective purchaser in  
7 | a manner that is consistent with this section and s. 721.10,  
8 | including a description of the length of the cancellation  
9 | right, a statement that the purchaser's intent to cancel must  
10 | be in writing and sent to the seller at a specified address, a  
11 | statement that the notice of cancellation is effective upon  
12 | the date sent, and a statement that any attempt to waive the  
13 | cancellation right is unlawful. The right of cancellation  
14 | provided to the purchaser pursuant to this paragraph may not  
15 | be waived by the prospective purchaser or by any other person  
16 | on behalf of the prospective purchaser. Notice of cancellation  
17 | must be given in the same manner prescribed for giving notice  
18 | of cancellation pursuant to s. 721.10(2). If the prospective  
19 | purchaser gives a valid notice of cancellation, or is  
20 | otherwise entitled to cancel the sale, the funds or other  
21 | property received from or on behalf of the prospective  
22 | purchaser, or the proceeds thereof, shall be returned to the  
23 | prospective purchaser. Such refund shall be made in the manner  
24 | prescribed for refunds under s. 721.10.

25 |         (7) Notwithstanding the provisions of s.  
26 | 721.05~~(7)(6)~~(b), a seller may portray possible accommodations  
27 | or facilities to prospective purchasers in advertising  
28 | material, or a purchaser public offering statement, without  
29 | such accommodations or facilities being available for use by  
30 | purchasers so long as the advertising material or purchaser  
31 |

1 public offering statement complies with the provisions of  
2 subsection (4).

3 (8) Notwithstanding the provisions of s.  
4 721.05~~(7)~~(6)(b), a developer may portray possible  
5 accommodations or facilities to prospective purchasers by  
6 disseminating oral or written statements regarding same to  
7 broadcast or print media with no obligation on the developer's  
8 part to actually construct such accommodations or facilities  
9 or to file such accommodations or facilities with the  
10 division, but only so long as such oral or written statements  
11 are not considered advertising material pursuant to paragraph  
12 (3)(e).

13 (9) Notwithstanding the provisions of s.  
14 721.05~~(7)~~(6)(b), a seller of a multisite timeshare plan may  
15 portray a possible component site to prospective purchasers  
16 with no accommodations or facilities located at such component  
17 site being available for use by purchasers so long as the  
18 seller satisfies the following requirements:

19 (a) A developer of a multisite timeshare plan may  
20 disseminate oral or written statements to broadcast or print  
21 media describing a possible component site with no obligation  
22 on the developer's part to actually add such component site to  
23 the multisite timeshare plan or to amend the developer's  
24 filing with the division, but only so long as such oral or  
25 written statements are not considered advertising material  
26 pursuant to paragraph (3)(e).

27 (b) A seller may make representations to purchasers in  
28 advertising material or in a purchaser public offering  
29 statement regarding the possible accommodations and facilities  
30 of a possible component site without such accommodations or  
31 facilities being available for use by purchasers so long as



1 | the advertising material or purchaser public offering  
2 | statement complies with the provisions of subsection (4).

3 |       (c) In the event a seller makes any of the  
4 | representations permitted by paragraph (b), the purchase  
5 | agreement must contain the following conspicuous disclosure  
6 | unless and until such time as the developer has committed  
7 | itself in the timeshare instrument to adding the possible  
8 | component site to the multisite timeshare plan, at which time  
9 | the seller may portray the component site pursuant to the  
10 | timeshare instrument without restriction:

11 |  
12 | [Description of possible component site] is only a possible  
13 | component site which may never be added to the multisite  
14 | timeshare plan (or multisite vacation ownership plan or  
15 | multisite vacation plan or vacation club). Do not purchase an  
16 | interest in the multisite timeshare plan (or multisite  
17 | vacation ownership plan or multisite vacation plan or vacation  
18 | club) in reliance upon the addition of this component site.

19 |  
20 |       (d) Notwithstanding anything contained in this chapter  
21 | to the contrary, a developer or managing entity may  
22 | communicate with existing purchasers regarding possible  
23 | component sites without restriction, so long as all oral and  
24 | written statements made to existing purchasers pursuant to  
25 | this subsection comply with the provisions of subsection (4).

26 |       (e) Any violation of this subsection by a developer,  
27 | seller, or managing entity shall constitute a violation of  
28 | this chapter. Any violation of this subsection with respect to  
29 | a purchaser whose purchase has not yet closed shall be deemed  
30 | to provide that purchaser with a new 10-day voidability  
31 | period.

1           Section 11. Subsection (1) of section 721.12, Florida  
2 Statutes, is amended to read:

3           721.12 Recordkeeping by seller.--Each seller of a  
4 timeshare plan shall maintain among its business records the  
5 following:

6           (1) A copy of each contract for the sale of a  
7 timeshare interest, which contract has not been canceled. If a  
8 timeshare estate is being sold, the seller is required to  
9 retain a copy of the contract only until a deed of conveyance,  
10 agreement for deed, or lease is recorded in the office of the  
11 clerk of the circuit court in the county wherein the plan is  
12 located. If a personal property timeshare plan is being sold,  
13 the seller is required to retain a copy of the contract only  
14 until a certificate of transfer, agreement for transfer,  
15 lease, or other instrument of transfer that fully complies  
16 with s. 721.08 is delivered to the purchaser.

17           Section 12. Paragraphs (a) and (b) of subsection (1),  
18 paragraph (b) of subsection (2), paragraphs (c), (d), and (e)  
19 of subsection (3), paragraph (g) of subsection (6), and  
20 subsections (4) and (8) of section 721.13, Florida Statutes,  
21 are amended, subsection (9) is renumbered as subsection (10),  
22 and new subsections (9) and (11) are added to that section, to  
23 read:

24           721.13 Management.--

25           (1)(a) For each timeshare plan, the developer shall  
26 provide for a managing entity, which shall be either the  
27 developer, a separate manager or management firm, or an  
28 owners' association. Any owners' association shall be created  
29 prior to the first closing recording of the sale of a  
30 timeshare interest instrument.

1 (b)1. With respect to a timeshare plan which is also  
2 regulated under chapter 718 or chapter 719, or which contains  
3 a mandatory owners' association, the board of administration  
4 of the owners' association shall be considered the managing  
5 entity of the timeshare plan.

6 2. During any period of time in which such owners'  
7 association has entered into a contract with a manager or  
8 management firm to provide some or all of the management  
9 services to the timeshare plan, both the board of  
10 administration and the manager or management firm shall be  
11 considered the managing entity of the timeshare plan and shall  
12 be jointly and severally responsible for the faithful  
13 discharge of the duties of the managing entity.

14 3. An owners' association which is the managing entity  
15 of a timeshare plan that includes condominium units or  
16 cooperative units shall not be considered a condominium  
17 association pursuant to the provisions of chapter 718 or a  
18 cooperative association pursuant to the provisions of chapter  
19 719, unless such owners' association also operates the entire  
20 condominium pursuant to s. 718.111 or the entire cooperative  
21 pursuant to s. 719.104.

22 (2)

23 (b) The managing entity shall invest the operating and  
24 reserve funds of the timeshare plan in accordance with s.  
25 518.11(1); however, the managing entity shall give safety of  
26 capital greater weight than production of income. In no event  
27 shall the managing entity invest timeshare plan funds with a  
28 developer or with any entity that is not independent of any  
29 developer or any managing entity within the meaning of s.  
30 721.05(20)(18), and in no event shall the managing entity  
31

1 invest timeshare plan funds in notes and mortgages related in  
2 any way to the timeshare plan.

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

5 (c)1. Providing each year to all purchasers an  
6 itemized annual budget which shall include all estimated  
7 revenues and expenses. The budget shall be in the form  
8 required by s. 721.07(5)(u). The budget and shall be the final  
9 budget adopted by the managing entity for the current fiscal  
10 year. The final adopted budget is not required to be delivered  
11 if the managing entity has previously delivered a proposed  
12 annual budget for the current fiscal year to purchasers in  
13 accordance with chapter 718 or chapter 719 and the managing  
14 entity includes a description of any changes in the adopted  
15 budget with the assessment notice and a disclosure regarding  
16 the purchasers' right to receive a copy of the adopted budget,  
17 if desired. The budget shall contain, as a footnote or  
18 otherwise, any related party transaction disclosures or notes  
19 which appear in the audited financial statements of the  
20 managing entity for the previous budget year as required by  
21 paragraph (e). A copy of the final budget shall be filed with  
22 the division for review within 30 days after the beginning of  
23 each fiscal year together with a statement of the number of  
24 periods of 7-day annual use availability that exist within the  
25 timeshare plan, including those periods filed for sale by the  
26 developer but not yet committed to the timeshare plan, for  
27 which annual fees are required to be paid to the division  
28 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 the managing entity may

1 from time to time reallocate reserves for deferred maintenance  
2 and capital expenditures required by s. 721.07(5)(u)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. Funds  
7 in any deferred maintenance or capital expenditure reserve  
8 account may not be transferred to any operating account  
9 without the consent of a majority of the purchasers of the  
10 timeshare plan. The managing entity may from time to time  
11 transfer excess funds in any operating account to any deferred  
12 maintenance or capital expenditure reserve account without the  
13 vote or approval of purchasers of the timeshare plan. In the  
14 event any amount of reserves for accommodations and facilities  
15 of a timeshare plan containing timeshare licenses or personal  
16 property timeshare interests exists at the end of the term of  
17 the timeshare plan, such reserves shall be refunded to  
18 purchasers on a pro rata basis.

19 (d)1. Maintenance of all books and records concerning  
20 the timeshare plan so that all such books and records are  
21 reasonably available for inspection by any purchaser or the  
22 authorized agent of such purchaser. For purposes of this  
23 subparagraph, the books and records of the timeshare plan  
24 shall be considered "reasonably available" if copies of the  
25 requested portions are delivered to the purchaser or the  
26 purchaser's agent within 7 days after ~~of~~ the date the managing  
27 entity receives a written request for the records signed by  
28 the purchaser. The managing entity may charge the purchaser a  
29 reasonable fee for copying the requested information not to  
30 exceed 25 cents per page. However, any purchaser or agent of  
31 such purchaser shall be permitted to personally inspect and

1 examine the books and records wherever located at any  
2 reasonable time, under reasonable conditions, and under the  
3 supervision of the custodian of those records. The custodian  
4 shall supply copies of the records where requested and upon  
5 payment of the copying fee. No fees other than those set forth  
6 in this section may be charged for the providing of,  
7 inspection, or examination of books and records. All books and  
8 financial records of the timeshare plan must be maintained in  
9 accordance with generally accepted accounting practices.

10           2. If the books and records of the timeshare plan are  
11 not maintained on the premises of the accommodations and  
12 facilities of the timeshare plan, the managing entity shall  
13 inform the division in writing of the location of the books  
14 and records and the name and address of the person who acts as  
15 custodian of the books and records at that location. In the  
16 event that the location of the books and records changes, the  
17 managing entity shall notify the division of the change in  
18 location and the name and address of the new custodian within  
19 30 days after ~~of~~ the date the books and records are moved. The  
20 purchasers shall be notified of the location of the books and  
21 records and the name and address of the custodian in the copy  
22 of the annual budget provided to them pursuant to paragraph  
23 (c).

24           3. The division is authorized to adopt rules which  
25 specify those items and matters that shall be included in the  
26 books and records of the timeshare plan and which specify  
27 procedures to be followed in requesting and delivering copies  
28 of the books and records.

29           4. Notwithstanding any provision of chapter 718 or  
30 chapter 719 to the contrary, the managing entity may not  
31 furnish the name, address, or electronic mail address of any

1 purchaser to any other purchaser or authorized agent thereof  
2 unless the purchaser whose name, ~~and~~ address, or electronic  
3 mail address is ~~are~~ requested first approves the disclosure in  
4 writing.

5 (e) Arranging for an annual audit of the financial  
6 statements of the timeshare plan by a certified public  
7 accountant licensed by the Board of Accountancy of the  
8 Department of Business and Professional Regulation, in  
9 accordance with generally accepted auditing standards as  
10 defined by the rules of the Board of Accountancy of the  
11 Department of Business and Professional Regulation. The  
12 financial statements required by this section must be prepared  
13 on an accrual basis using fund accounting, and must be  
14 presented in accordance with generally accepted accounting  
15 principles. A copy of the audited financial statements must be  
16 filed with the division for review and forwarded to the board  
17 of directors and officers of the owners' association, if one  
18 exists, no later than 5 calendar months after the end of the  
19 timeshare plan's fiscal year. If no owners' association  
20 exists, each purchaser must be notified, no later than 5  
21 months after the end of the timeshare plan's fiscal year, that  
22 a copy of the audited financial statements is available upon  
23 request to the managing entity. Notwithstanding any  
24 requirement of s. 718.111(13) or s. 719.104(4), the audited  
25 financial statements required by this section are the only  
26 annual financial reporting requirements for timeshare  
27 condominiums or timeshare cooperatives.

28 (4) The managing entity shall maintain among its  
29 records and provide to the division upon request a complete  
30 list of the names and addresses of all purchasers and owners  
31 of timeshare units in the timeshare plan. The managing entity

1 shall update this list no less frequently than quarterly.  
2 Pursuant to paragraph (3)(d), the managing entity may not  
3 publish this owner's list or provide a copy of it to any  
4 purchaser or to any third party other than the division.  
5 However, the managing entity shall to those persons listed on  
6 the owner's list materials provided by any purchaser, upon the  
7 written request of that purchaser, if the purpose of the  
8 mailing is to advance legitimate owners' association business,  
9 such as a proxy solicitation for any purpose, including the  
10 recall of one or more board members elected by the owners or  
11 the discharge of the manager or management firm. The use of  
12 any proxies solicited in this manner must comply with the  
13 provisions of the timeshare instrument and this chapter. A  
14 mailing requested for the purpose of advancing legitimate  
15 owners' association business shall occur within 30 days after  
16 receipt of a request from a purchaser. The board of  
17 administration of the owners' association shall be responsible  
18 for determining the appropriateness of any mailing requested  
19 pursuant to this subsection. The purchaser who requests the  
20 mailing must reimburse the owners' association in advance for  
21 the owners' association's actual costs in performing the  
22 mailing. It shall be a violation of this chapter and, if  
23 applicable, of part VIII of chapter 468, for the board of  
24 administration or the manager or management firm to refuse to  
25 mail any material requested by the purchaser to be mailed,  
26 provided the sole purpose of the materials is to advance  
27 legitimate owners' association business. If the purpose of the  
28 mailing is a proxy solicitation to recall one or more board  
29 members elected by the owners or to discharge the manager or  
30 management firm and the managing entity does not mail the  
31 materials within 30 days after receipt of a request from a



1 purchaser, the circuit court in the county where the timeshare  
2 plan is located may, upon application from the requesting  
3 purchaser, summarily order the mailing of the materials solely  
4 related to the recall of one or more board members elected by  
5 the owners or the discharge of the manager or management firm.  
6 The court shall dispose of an application on an expedited  
7 basis. In the event of such an order, the court may order the  
8 managing entity to pay the purchaser's costs, including  
9 attorney's fees reasonably incurred to enforce the purchaser's  
10 rights, unless the managing entity can prove it refused the  
11 mailing in good faith because of a reasonable basis for doubt  
12 about the legitimacy of the mailing.

13 (6)

14 (g) A managing entity shall have breached its  
15 fiduciary duty described in subsection (2) in the event it  
16 enforces the denial of use pursuant to paragraph (b) against  
17 any one purchaser or group of purchasers without similarly  
18 enforcing it against all purchasers, including all developers  
19 and owners of the underlying fee or underlying personal  
20 property; however, a managing entity shall not be required to  
21 solicit rentals pursuant to paragraph (f) for every delinquent  
22 purchaser. A managing entity shall also have breached its  
23 fiduciary duty in the event an error in the books and records  
24 of the timeshare plan results in a denial of use pursuant to  
25 this subsection of any purchaser who is not, in fact,  
26 delinquent. In addition to any remedies otherwise available to  
27 purchasers of the timeshare plan arising from such breaches of  
28 fiduciary duty, such breach shall also constitute a violation  
29 of this chapter. In addition, any purchaser receiving a notice  
30 of delinquency pursuant to paragraph (b), or any third party  
31 claiming under such purchaser pursuant to paragraph (b), may

1 immediately bring an action for injunctive or declaratory  
2 relief against the managing entity seeking to have the notice  
3 invalidated on the grounds that the purchaser is not, in fact,  
4 delinquent, that the managing entity failed to follow the  
5 procedures prescribed by this section, or on any other  
6 available grounds. The prevailing party in any such action  
7 shall be entitled to recover his or her reasonable attorney's  
8 fees from the losing party.

9 (8) Notwithstanding anything to the contrary in s.  
10 718.110, s. 718.113, s. 718.114, or s. 719.1055, the board of  
11 administration of any owners' association that operates a  
12 timeshare condominium pursuant to s. 718.111, or a timeshare  
13 cooperative pursuant to s. 719.104, shall have the power to  
14 make material alterations or substantial additions to the  
15 accommodations or facilities of such timeshare condominium or  
16 timeshare cooperative without the approval of the owners'  
17 association. However, if the timeshare condominium or  
18 timeshare cooperative contains any residential units that are  
19 not subject to the timeshare plan, such action by the board of  
20 administration must be approved by a majority of the owners of  
21 such residential units. Unless otherwise provided in the  
22 timeshare instrument as originally recorded, no such amendment  
23 may change the configuration or size of any accommodation in  
24 any material fashion, or change the proportion or percentage  
25 by which a member of the owners' association shares the common  
26 expenses, unless the record owners of the affected units or  
27 timeshare interests and all record owners of liens on the  
28 affected units or timeshare interests join in the execution of  
29 the amendment.

30 (9) All notices or other information sent by a board  
31 of administration of an owners' association may be delivered

1 to a purchaser by electronic mail, provided that the purchaser  
2 first consents electronically to the use of electronic mail  
3 for notice purposes in a manner that reasonably demonstrates  
4 that the purchaser has the ability to access the notice by  
5 electronic mail. The consent to receive notice by electronic  
6 mail is effective until revoked by the purchaser. Proxies or  
7 written consents on votes of any owners' association may be  
8 received by electronic mail, shall have legal effect, and may  
9 be utilized for votes of an owners' association, provided that  
10 the electronic signature is authenticated through use of a  
11 password, cryptography software, or other reasonable means and  
12 that proof of such authentication is made available to the  
13 board of directors.

14 ~~(10)(9)~~ Any failure of the managing entity to  
15 faithfully discharge the fiduciary duty to purchasers imposed  
16 by this section or to otherwise comply with the provisions of  
17 this section shall be a violation of this chapter and of part  
18 VIII of chapter 468.

19 (11) Notwithstanding the other provisions of this  
20 section, personal property timeshare plans are only subject to  
21 the provisions of subsections (1)(a)-(d), (2)(a), (3)(a)-(h),  
22 (5), (6), (9), and (10).

23 Section 13. Subsection (4) is added to section 721.14,  
24 Florida Statutes, to read:

25 721.14 Discharge of managing entity.--

26 (4) This section shall not apply to personal property  
27 timeshare plans.

28 Section 14. Paragraph (c) of subsection (2) of section  
29 721.15, Florida Statutes, is amended, and subsection (10) is  
30 added to that section, to read:

31 721.15 Assessments for common expenses.--

1 (2)

2 (c) For the purpose of calculating the obligation of a  
3 developer under a guarantee pursuant to paragraph (b),  
4 depreciation expenses related to real property shall be  
5 excluded from common expenses incurred during the guarantee  
6 period, except that for real property that is used for the  
7 production of fees, revenues, or other income, depreciation  
8 expenses shall be excluded only to the extent that they exceed  
9 the net income from the production of such fees, revenues, or  
10 other income.

11 (10) This section shall not apply to personal property  
12 timeshare plans.

13 Section 15. Subsection (6) is added to section 721.16,  
14 Florida Statutes, to read:

15 721.16 Liens for overdue assessments; liens for labor  
16 performed on, or materials furnished to, a timeshare unit.--

17 (6) This section shall not apply to personal property  
18 timeshare plans.

19 Section 16. Section 721.17, Florida Statutes, is  
20 amended to read:

21 721.17 Transfer of interest.--Except in the case of a  
22 timeshare plan subject to the provisions of chapter 718 or  
23 chapter 719, no developer, ~~or~~ owner of the underlying fee, or  
24 owner of the underlying personal property shall sell, lease,  
25 assign, mortgage, or otherwise transfer his or her interest in  
26 the accommodations and facilities of the timeshare plan except  
27 by an instrument evidencing the transfer recorded in the  
28 public records of the county in which such accommodations and  
29 facilities are located or, with respect to personal property  
30 timeshare plans, in full compliance with s. 721.08. The  
31

1 instrument shall be executed by both the transferor and  
2 transferee and shall state:

3 (1) That its provisions are intended to protect the  
4 rights of all purchasers of the plan.

5 (2) That its terms may be enforced by any prior or  
6 subsequent timeshare purchaser so long as that purchaser is  
7 not in default of his or her obligations.

8 (3) That so long as a purchaser remains in good  
9 standing with respect to her or his obligations under the  
10 timeshare instrument, including making all payments to the  
11 managing entity required by the timeshare instrument with  
12 respect to the annual common expenses of the timeshare plan,  
13 the transferee shall will fully honor all the rights of such  
14 purchaser relating to the subject accommodation or facility as  
15 reflected the purchasers to occupy and use the accommodations  
16 and facilities as provided in their original contracts and the  
17 timeshare instrument instruments.

18 (4) That the transferee will fully honor all rights of  
19 timeshare purchasers to cancel their contracts and receive  
20 appropriate refunds.

21 (5) That the obligations of the transferee under such  
22 instrument will continue to exist despite any cancellation or  
23 rejection of the contracts between the developer and purchaser  
24 arising out of bankruptcy proceedings.

25  
26 Should any transfer of the interest of the developer, ~~the or~~  
27 owner of the underlying fee, or the owner of the underlying  
28 property occur in a manner which is not in compliance with  
29 this section, the terms set forth in this section shall be  
30 presumed to be a part of the transfer and shall be deemed to  
31 be included in the instrument of transfer. Notice shall be

1 mailed to each purchaser of record within 30 days after ~~of~~ the  
2 transfer unless such transfer does not affect the purchaser's  
3 rights in or use of the timeshare plan. Persons who hold  
4 mortgages or liens on the property constituting a timeshare  
5 plan before the filed ~~registered~~ public offering statement of  
6 such plan is approved by the division shall not be considered  
7 transferees for the purposes of this section.

8 Section 17. Section 721.18, Florida Statutes, is  
9 amended to read:

10 721.18 Exchange programs; filing of information and  
11 other materials; filing fees; unlawful acts in connection with  
12 an exchange program.--

13 (1) If a purchaser is offered the opportunity to  
14 subscribe to an exchange program, the seller shall deliver to  
15 the purchaser, together with the purchaser public offering  
16 statement, and prior to the offering or execution of any  
17 contract between the purchaser and the company offering the  
18 exchange program, written information regarding such exchange  
19 program; or, if the exchange company is dealing directly with  
20 the purchaser, the exchange company shall deliver to the  
21 purchaser, prior to the initial offering or execution of any  
22 contract between the purchaser and the company offering the  
23 exchange program, written information regarding such exchange  
24 program. In either case, the purchaser shall certify in  
25 writing to the receipt of such information. Such information  
26 shall include, but is not limited to, the following  
27 information, the form and substance of which shall first be  
28 approved by the division in accordance with subsection (2):

29 (a) The name and address of the exchange company.

30 (b) The names of all officers, directors, and  
31 shareholders of the exchange company.

1 (c) Whether the exchange company or any of its  
2 officers or directors has any legal or beneficial interest in  
3 any developer, seller, or managing entity for any timeshare  
4 plan participating in the exchange program and, if so, the  
5 name and location of the timeshare plan and the nature of the  
6 interest.

7 (d) Unless otherwise stated, a statement that the  
8 purchaser's contract with the exchange company is a contract  
9 separate and distinct from the purchaser's contract with the  
10 seller of the timeshare plan.

11 (e) Whether the purchaser's participation in the  
12 exchange program is dependent upon the continued affiliation  
13 of the timeshare plan with the exchange program.

14 (f) A statement that ~~Whether~~ the purchaser's  
15 participation in the exchange program is voluntary. This  
16 statement is not required to be given by the seller or  
17 managing entity of a multisite timeshare plan to purchasers in  
18 the multisite timeshare plan.

19 (g) A complete and accurate description of the terms  
20 and conditions of the purchaser's contractual relationship  
21 with the exchange program and the procedure by which changes  
22 thereto may be made.

23 (h) A complete and accurate description of the  
24 procedure to qualify for and effectuate exchanges.

25 (i) A complete and accurate description of all  
26 limitations, restrictions, or priorities employed in the  
27 operation of the exchange program, including, but not limited  
28 to, limitations on exchanges based on seasonality, timeshare  
29 unit size, or levels of occupancy, expressed in boldfaced  
30 type, and, in the event that such limitations, restrictions,  
31 or priorities are not uniformly applied by the exchange

1 program, a clear description of the manner in which they are  
2 applied.

3 (j) Whether exchanges are arranged on a  
4 space-available basis and whether any guarantees of  
5 fulfillment of specific requests for exchanges are made by the  
6 exchange program.

7 (k) Whether and under what circumstances a purchaser,  
8 in dealing with the exchange program, may lose the use and  
9 occupancy of her or his timeshare period in any properly  
10 applied for exchange without her or his being provided with  
11 substitute accommodations by the exchange program.

12 (l) The fees or range of fees for membership or  
13 participation by purchasers in the exchange program by  
14 purchasers, including any conversion or other fees payable to  
15 third parties, a statement whether any such fees may be  
16 altered by the exchange company, and the circumstances under  
17 which alterations may be made.

18 (m) The name and address of the site of each  
19 ~~accommodation or facility included in the~~ timeshare plan plans  
20 participating in the exchange program.

21 (n) The number of the timeshare units in each  
22 timeshare plan which are available for occupancy and which  
23 qualify for participation in the exchange program, expressed  
24 within the following numerical groupings: 1-5; 6-10; 11-20;  
25 21-50; and 51 and over.

26 (o) The number of currently enrolled purchasers for  
27 each timeshare plan participating in the exchange program,  
28 expressed within the following numerical groupings: 1-100;  
29 101-249; 250-499; 500-999; and 1,000 and over; and a statement  
30 of the criteria used to determine those purchasers who are  
31 currently enrolled with the exchange program.



1           (p) The disposition made by the exchange company of  
2 timeshare periods deposited with the exchange program by  
3 purchasers enrolled in the exchange program and not used by  
4 the exchange company in effecting exchanges.

5           (q) The following information, which shall be  
6 independently audited by a certified public accountant or  
7 accounting firm in accordance with the standards of the  
8 Accounting Standards Board of the American Institute of  
9 Certified Public Accountants and reported annually ~~beginning~~  
10 ~~no later than July 1, 1982:~~

11           1. The number of purchasers currently enrolled in the  
12 exchange program.

13           2. The number of accommodations and facilities that  
14 have current written affiliation agreements with the exchange  
15 program.

16           3. The percentage of confirmed exchanges, which is the  
17 number of exchanges confirmed by the exchange program divided  
18 by the number of exchanges properly applied for, together with  
19 a complete and accurate statement of the criteria used to  
20 determine whether an exchange request was properly applied  
21 for.

22           4. The number of timeshare periods for which the  
23 exchange program has an outstanding obligation to provide an  
24 exchange to a purchaser who relinquished a timeshare period  
25 during the year in exchange for a timeshare period in any  
26 future year.

27           5. The number of exchanges confirmed by the exchange  
28 program during the year.

29           (r) A statement in boldfaced type to the effect that  
30 the percentage described in subparagraph (q)3. is a summary of  
31 the exchange requests entered with the exchange program in the

1 period reported and that the percentage does not indicate the  
2 probabilities of a purchaser's being confirmed to any specific  
3 choice or range of choices.

4 (2) Each exchange company offering an exchange program  
5 to purchasers in this state shall file with the division for  
6 review the information specified in subsection (1), together  
7 with any membership agreement and application between the  
8 purchaser and the exchange company, and the audit specified in  
9 subsection (1) on or before June 1 of each year. However, an  
10 exchange company shall make its initial filing at least 20  
11 days prior to offering an exchange program to any purchaser in  
12 this state. Each filing shall be accompanied by an annual  
13 filing fee of \$500. Within 20 days after ~~of~~ receipt of such  
14 filing, the division shall determine whether the filing is  
15 adequate to meet the requirements of this section and shall  
16 notify the exchange company in writing that the division has  
17 either approved the filing or found specified deficiencies in  
18 the filing. If the division fails to respond within 20 days,  
19 the filing shall be deemed approved. The exchange company may  
20 correct the deficiencies; and, within 10 days after receipt of  
21 corrections from the exchange company, the division shall  
22 notify the exchange company in writing that the division has  
23 either approved the filing or found additional specified  
24 deficiencies in the filing. If the exchange company fails to  
25 adequately respond to any deficiency notice within 10 days,  
26 the division may reject the filing. Subsequent to such  
27 rejection, a new filing fee and a new division initial review  
28 period pursuant to this subsection shall apply to any refiling  
29 or further review of the rejected filing.

30 (a) Any material change to an approved exchange  
31 company filing shall be filed with the division for approval

1 as an amendment prior to becoming effective. Each amendment  
2 filing shall be accompanied by a filing fee of \$100. The  
3 exchange company may correct the deficiencies; and, within 10  
4 days after receipt of corrections from the exchange company,  
5 the division shall notify the exchange company in writing that  
6 the division has either approved the filing or found  
7 additional specified deficiencies in the filing. Each approved  
8 amendment to the approved exchange company filing, other than  
9 an amendment that does not materially alter or modify the  
10 exchange program in a manner that is adverse to a purchaser,  
11 as determined by the exchange company in its reasonable  
12 discretion, shall be delivered to each purchaser who has not  
13 closed. An approved exchange program filing is required to be  
14 updated with respect to added or deleted resorts only once  
15 each year, and such annual update shall not be deemed to be a  
16 material change to the filing.

17 (b) If at any time the division determines that any of  
18 such information supplied by an exchange company fails to meet  
19 the requirements of this section, the division may undertake  
20 enforcement action against the exchange company in accordance  
21 with the provision of s. 721.26.

22 (3) No developer shall have any liability with respect  
23 to any violation of this chapter arising out of the  
24 publication by the developer of information provided to it by  
25 an exchange company pursuant to this section. No exchange  
26 company shall have any liability with respect to any violation  
27 of this chapter arising out of the use by a developer of  
28 information relating to an exchange program other than that  
29 provided to the developer by the exchange company.

30 (4) At the request of the exchange company, the  
31 division shall review any audio, written, or visual

1 | publications or materials relating to an exchange company or  
2 | an exchange program ~~shall be~~ filed for review by the exchange  
3 | company and shall notify the exchange company of any  
4 | deficiencies within 10 ~~with the division within 3~~ days after  
5 | the filing of their use. If the exchange company corrects the  
6 | deficiencies, or if there are no deficiencies, the division  
7 | shall notify the exchange company of its approval of the  
8 | advertising materials. If the exchange company fails to  
9 | adequately respond to any deficiency notice within 10 days,  
10 | the division may reject the advertising materials. Subsequent  
11 | to such rejection, a new division initial review period  
12 | pursuant to this subsection shall apply to any refiling or  
13 | further review.

14 |           (5) The failure of an exchange company to observe the  
15 | requirements of this section, or the use of any unfair or  
16 | deceptive act or practice in connection with the operation of  
17 | an exchange program, is a violation of this chapter.

18 |           Section 18. Section 721.19, Florida Statutes, is  
19 | amended to read:

20 |           721.19 Provisions requiring purchase or lease of  
21 | timeshare property by owners' association or purchasers;  
22 | validity.--In any timeshare plan in which timeshare estates or  
23 | personal property timeshare interests are sold, no grant or  
24 | reservation made by a declaration, lease, or other document,  
25 | nor any contract made by the developer, managing entity, or  
26 | owners' association, which requires the owners' association or  
27 | purchasers to purchase or lease any portion of the timeshare  
28 | property shall be valid unless approved by a majority of the  
29 | purchasers other than the developer, after more than 50  
30 | percent of the timeshare periods have been sold.

31 |

1           Section 19. Section 721.20, Florida Statutes, is  
2 amended to read:

3           721.20 Licensing requirements; suspension or  
4 revocation of license; exceptions to applicability; collection  
5 of advance fees for listings unlawful.--

6           (1) Any seller of a timeshare plan must be a licensed  
7 real estate broker, broker associate, or sales associate as  
8 defined in s. 475.01, except as provided in s. 475.011.

9           (2) Solicitors who engage only in the solicitation of  
10 prospective purchasers and any purchaser who refers no more  
11 than 20 people to a developer per year or who otherwise  
12 provides testimonials on behalf of a developer are exempt from  
13 the provisions of chapter 475.

14           (3) A solicitor who has violated the provisions of  
15 chapter 468, chapter 718, chapter 719, this chapter, or the  
16 rules of the division governing timesharing shall be subject  
17 to the provisions of s. 721.26. Any developer or other person  
18 who supervises, directs, or engages the services of a  
19 solicitor shall be liable for any violation of the provisions  
20 of chapter 468, chapter 718, chapter 719, this chapter, or the  
21 rules of the division governing timesharing committed by such  
22 solicitor.

23           (4) County and municipal governments shall have the  
24 authority to adopt codes of conduct and regulations to govern  
25 solicitor activity conducted on public property, including  
26 providing for the imposition of penalties prescribed by a  
27 schedule of fines adopted by ordinance for violations of any  
28 such code of conduct or regulation. Any violation of any such  
29 adopted code of conduct or regulation shall not constitute a  
30 separate violation of this chapter. This subsection is not  
31

1 intended to restrict or invalidate any local code of conduct  
2 or regulation.

3 (5) This section does not apply to those individuals  
4 who offer for sale only timeshare interests in timeshare  
5 property located outside this state and who do not engage in  
6 any sales activity within this state or to timeshare plans  
7 which are registered with the Securities and Exchange  
8 Commission. For the purposes of this section, both timeshare  
9 licenses and timeshare estates are considered to be interests  
10 in real property.

11 (6) Notwithstanding the provisions of s. 475.452, it  
12 is unlawful for any real estate broker, broker associate, or  
13 sales associate to collect any advance fee for the listing of  
14 any timeshare estate or timeshare license.

15 (7) It is unlawful for any broker, salesperson, or  
16 broker-salesperson to collect any advance fee for the listing  
17 of a personal property timeshare interest.

18 (8) Subsections (1), (2), and (3) do not apply to  
19 persons who offer personal property timeshare plans.

20 Section 20. Subsection (6) is added to section 721.24,  
21 Florida Statutes, to read:

22 721.24 Firesafety.--

23 (6) Accommodations and facilities of personal property  
24 timeshare plans shall be exempt from the requirements of this  
25 section.

26 Section 21. Paragraphs (a), (d), and (e) of subsection  
27 (5) of section 721.26, Florida Statutes, are amended to read:

28 721.26 Regulation by division.--The division has the  
29 power to enforce and ensure compliance with the provisions of  
30 this chapter, except for parts III and IV, using the powers  
31 provided in this chapter, as well as the powers prescribed in

1 chapters 498, 718, and 719. In performing its duties, the  
2 division shall have the following powers and duties:

3 (5) Notwithstanding any remedies available to  
4 purchasers, if the division has reasonable cause to believe  
5 that a violation of this chapter, or of any division rule or  
6 order promulgated or issued pursuant to this chapter, has  
7 occurred, the division may institute enforcement proceedings  
8 in its own name against any regulated party, as such term is  
9 defined in this subsection:

10 (a)1. "Regulated party," for purposes of this section,  
11 means any developer, exchange company, seller, managing  
12 entity, owners' association, owners' association director,  
13 owners' association officer, manager, management firm, escrow  
14 agent, trustee, any respective assignees or agents, or any  
15 other person having duties or obligations pursuant to this  
16 chapter.

17 2. Any person who materially participates in any offer  
18 or disposition of any interest in, or the management or  
19 operation of, a timeshare plan in violation of this chapter or  
20 relevant rules involving fraud, deception, false pretenses,  
21 misrepresentation, or false advertising or the disbursement,  
22 concealment, or diversion of any funds or assets, which  
23 conduct adversely affects the interests of a purchaser, and  
24 which person directly or indirectly controls a regulated party  
25 or is a general partner, officer, director, agent, or employee  
26 of such regulated party, shall be jointly and severally liable  
27 under this subsection with such regulated party, unless such  
28 person did not know, and in the exercise of reasonable care  
29 could not have known, of the existence of the facts giving  
30 rise to the violation of this chapter. A right of contribution  
31

1 shall exist among jointly and severally liable persons  
2 pursuant to this paragraph.

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

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

13 a. Damage to or destruction of any of the  
14 accommodations or facilities of a timeshare plan, where the  
15 managing entity has failed to repair or reconstruct same.

16 b. A breach of fiduciary duty by the managing entity,  
17 including, but not limited to, undisclosed self-dealing or  
18 failure to timely assess, collect, or disburse the common  
19 expenses of the timeshare plan.

20 c. Failure of the managing entity to operate the  
21 timeshare plan in accordance with the timeshare instrument and  
22 this chapter.

23  
24 If, under the circumstances, it appears that the events giving  
25 rise to the petition for receivership cannot be reasonably and  
26 timely corrected in a cost-effective manner consistent with  
27 the timeshare instrument, the receiver may petition the  
28 circuit court to implement such amendments or revisions to the  
29 timeshare instrument as may be necessary to enable the  
30 managing entity to resume effective operation of the timeshare  
31 plan, or to enter an order terminating the timeshare plan, or



1 to enter such further orders regarding the disposition of the  
2 timeshare property as the court deems appropriate, including  
3 the disposition and sale of the timeshare property held by the  
4 owners' association or the purchasers. In the event of a  
5 receiver's sale, all rights, title, and interest held by the  
6 owners' association or any purchaser shall be extinguished and  
7 title shall vest in the buyer. This provision applies to  
8 timeshare estates, personal property timeshare interests, and  
9 timeshare licenses. All reasonable costs and fees of the  
10 receiver relating to the receivership shall become common  
11 expenses of the timeshare plan upon order of the court.

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

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

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

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

1           Section 22. Section 721.52, Florida Statutes, is  
2 amended to read:

3           721.52 Definitions.--As used in this chapter, the  
4 term:

5           (1) "Applicable law" means the law of the jurisdiction  
6 where the accommodations and facilities referred to are  
7 located.

8           (2) "Component site" means a specific geographic site  
9 where a portion of the accommodations and facilities of the  
10 multisite timeshare plan are located. If permitted under  
11 applicable law, separate phases operated as a single  
12 development located at a specific geographic site under common  
13 management shall be deemed a single component site for  
14 purposes of this part.

15           (3) "Inventory" means the accommodations and  
16 facilities located at a particular component site or sites  
17 owned, leased, licensed, or otherwise acquired for use by a  
18 developer and offered as part of the multisite timeshare plan.

19           (4) "Multisite timeshare plan" means any method,  
20 arrangement, or procedure with respect to which a purchaser  
21 obtains, by any means, a recurring right to use and occupy  
22 accommodations or facilities of more than one component site,  
23 only through use of a reservation system, whether or not the  
24 purchaser is able to elect to cease participating in the plan.  
25 However, the term "multisite timeshare plan" shall not include  
26 any method, arrangement, or procedure wherein:

27           (a) The contractually specified maximum total  
28 financial obligation on the purchaser's part is \$3,000 or  
29 less, during the entire term of the plan; or

30           (b) The term is for a period of 3 years or less,  
31 regardless of the purchaser's contractually specified maximum

1 total financial obligation, if any. For purposes of  
2 determining the term of such use and occupancy rights, the  
3 period of any optional renewals which a purchaser, in his or  
4 her sole discretion, may elect to exercise, whether or not for  
5 additional consideration, shall not be included. For purposes  
6 of determining the term of such use and occupancy rights, the  
7 period of any automatic renewals shall be included unless a  
8 purchaser has the right to terminate the membership at any  
9 time and receive a pro rata refund or the purchaser receives a  
10 notice no less than 30 days and no more than 60 days prior to  
11 the date of renewal informing the purchaser of the right to  
12 terminate at any time prior to the date of automatic renewal.

13  
14 Multisite timeshare plan does not mean an exchange program as  
15 defined in s. 721.05. Timeshare estates may only be offered in  
16 a multisite timeshare plan pursuant to s. 721.57.

17 (5) "Nonspecific multisite timeshare plan" means a  
18 multisite timeshare plan containing timeshare licenses or  
19 personal property timeshare interests, with respect to which a  
20 purchaser receives a right to use all of the accommodations  
21 and facilities, if any, of the multisite timeshare plan  
22 through the reservation system, but no specific right to use  
23 any particular accommodations and facilities for the remaining  
24 term of the multisite timeshare plan in the event that the  
25 reservation system is terminated for any reason prior to the  
26 expiration of the term of the multisite timeshare plan.

27 (6)(5) "Reservation system" means the method,  
28 arrangement, or procedure by which a purchaser, in order to  
29 reserve the use and occupancy of any accommodation or facility  
30 of the multisite timeshare plan for one or more use periods,  
31 is required to compete with other purchasers in the same

1 multisite timeshare plan regardless of whether such  
2 reservation system is operated and maintained by the multisite  
3 timeshare plan managing entity, an exchange company, or any  
4 other person. In the event that a purchaser is required to use  
5 an exchange program as the purchaser's principal means of  
6 obtaining the right to use and occupy a multisite timeshare  
7 plan's accommodations and facilities, such arrangement shall  
8 be deemed a reservation system. When an exchange company  
9 utilizes a mechanism for the exchange of use of timeshare  
10 periods among members of an exchange program, such utilization  
11 is not a reservation system of a multisite timeshare plan.

12 (7) "Specific multisite timeshare plan" means a  
13 multisite timeshare plan containing timeshare licenses or  
14 personal property timeshare interests, with respect to which a  
15 purchaser receives a specific right to use accommodations and  
16 facilities, if any, at one component site of a multisite  
17 timeshare plan, together with use rights in the other  
18 accommodations and facilities of the multisite timeshare plan  
19 created by or acquired through the reservation system.

20 ~~(8)(6)~~ "Vacation club" means a multisite timeshare  
21 plan.

22 Section 23. Paragraph (a) of subsection (1) of section  
23 721.53, Florida Statutes, is amended, and paragraph (f) is  
24 added to that subsection, to read:

25 721.53 Subordination instruments; alternate security  
26 arrangements.--

27 (1) With respect to each accommodation or facility of  
28 a multisite timeshare plan, the developer shall provide the  
29 division with satisfactory evidence that one of the following  
30 has occurred with respect to each interestholder prior to  
31

1 offering the accommodation or facility as a part of the  
2 multisite timeshare plan:

3 (a) The interestholder has executed and recorded a  
4 nondisturbance and notice to creditors instrument pursuant to  
5 s. 721.08~~(2)(c)~~.

6 (f) With respect to any personal property  
7 accommodations or facilities, the developer and any other  
8 interestholder have complied fully with the applicable  
9 provisions of s. 721.08.

10 Section 24. Section 721.54, Florida Statutes, is  
11 amended to read:

12 721.54 Term of nonspecific multisite timeshare  
13 plans.--It shall be a violation of this part to represent to a  
14 purchaser of a nonspecific multisite timeshare plan as defined  
15 in s. 721.52(5) ~~721.552(4)~~ that the term of the plan for that  
16 purchaser is longer than the shortest term of availability of  
17 any of the accommodations included within the plan at the time  
18 of purchase.

19 Section 25. Section 721.55, Florida Statutes, is  
20 amended to read:

21 721.55 Multisite timeshare plan public offering  
22 statement.--Each filed ~~registered~~ public offering statement  
23 for a multisite timeshare plan shall contain the information  
24 required by this section and shall comply with the provisions  
25 of s. 721.07, except as otherwise provided therein. The  
26 division is authorized to provide by rule the method by which  
27 a developer must provide such information to the division.  
28 Each multisite timeshare plan filed ~~registered~~ public offering  
29 statement shall contain the following information and  
30 disclosures:

31 (1) A cover page containing:

1 (a) The name of the multisite timeshare plan.

2 (b) The following statement in conspicuous type:

3

4 This public offering statement contains important  
5 matters to be considered in acquiring an interest in a  
6 multisite timeshare plan (or multisite vacation ownership plan  
7 or multisite vacation plan or vacation club). The statements  
8 contained herein are only summary in nature. A prospective  
9 purchaser should refer to all references, accompanying  
10 exhibits, contract documents, and sales materials. The  
11 prospective purchaser should not rely upon oral  
12 representations as being correct and should refer to this  
13 document and accompanying exhibits for correct  
14 representations.

15

16 (2) A summary containing all statements required to be  
17 in conspicuous type in the public offering statement and in  
18 all exhibits thereto.

19 (3) A separate index for the contents and exhibits of  
20 the public offering statement.

21 (4) A text, which shall include, where applicable, the  
22 information and disclosures set forth in paragraphs (a)-(1).

23 (a) A description of the multisite timeshare plan,  
24 including its term, legal structure, and form of ownership.  
25 For multisite timeshare plans in which the purchaser will  
26 receive a timeshare estate pursuant to s. 721.57 and for ~~or a~~  
27 specific multisite timeshare plans license as defined in s.  
28 ~~721.552(4)~~, the description must also include the term of each  
29 component site within the multisite timeshare plan.

30 (b) A description of the structure and ownership of  
31 the reservation system together with a disclosure of the

1 | entity responsible for the operation of the reservation  
2 | system. The description shall include the financial terms of  
3 | any lease of the reservation system, if applicable. The  
4 | developer shall not be required to disclose the financial  
5 | terms of any such lease if such lease is prepaid in full for  
6 | the term of the multisite timeshare plan or to any extent that  
7 | neither purchasers nor the managing entity will be required to  
8 | make payments for the continued use of the system following  
9 | default by the developer or termination of the managing  
10 | entity.

11 |       (c)1. A description of the manner in which the  
12 | reservation system operates. The description shall include a  
13 | disclosure in compliance with the demand balancing standard  
14 | set forth in s. 721.56(6) and shall describe the developer's  
15 | efforts to comply with same in creating the reservation  
16 | system. The description shall also include a summary of the  
17 | rules and regulations governing access to and use of the  
18 | reservation system.

19 |       2. In lieu of describing the rules and regulations of  
20 | the reservation system in the public offering statement text,  
21 | the developer may attach the rules and regulations as a  
22 | separate public offering statement exhibit, together with a  
23 | cross-reference in the public offering statement text to such  
24 | exhibit.

25 |       (d) The existence of and an explanation regarding any  
26 | priority reservation features that affect a purchaser's  
27 | ability to make reservations for the use of a given  
28 | accommodation or facility on a first come, first served basis,  
29 | including, if applicable, the following statement in  
30 | conspicuous type:  
31 |

1           Component sites contained in the multisite timeshare  
2 plan (or multisite vacation ownership plan or multisite  
3 vacation plan or vacation club) are subject to priority  
4 reservation features which may affect your ability to obtain a  
5 reservation.

6  
7           (e) A summary of the material rules and regulations,  
8 if any, other than the reservation system rules and  
9 regulations, affecting the purchaser's use of each  
10 accommodation and facility at each component site.

11           (f) If the provisions of s. 721.552 and the timeshare  
12 instrument permit additions, substitutions, or deletions of  
13 accommodations or facilities, the public offering statement  
14 must include substantially the following information:

15           1. Additions.--

16           a. A description of the basis upon which new  
17 accommodations and facilities may be added to the multisite  
18 timeshare plan; by whom additions may be made; and the  
19 anticipated effect of the addition of new accommodations and  
20 facilities upon the reservation system, its priorities, its  
21 rules and regulations, and the availability of existing  
22 accommodations and facilities.

23           b. The developer must disclose the existence of any  
24 cap on annual increases in common expenses of the multisite  
25 timeshare plan that would apply in the event that additional  
26 accommodations and facilities are made a part of the plan.

27           c. The developer shall also disclose any extent to  
28 which the purchasers of the multisite timeshare plan will have  
29 the right to consent to any proposed additions; if the  
30 purchasers do not have the right to consent, the developer  
31 must include the following disclosure in conspicuous type:



1  
2 Accommodations and facilities may be added to this  
3 multisite timeshare plan (or multisite vacation ownership plan  
4 or multisite vacation plan or vacation club) without the  
5 consent of the purchasers. The addition of accommodations and  
6 facilities to the plan may result in the addition of new  
7 purchasers who will compete with existing purchasers in making  
8 reservations for the use of available accommodations and  
9 facilities within the plan, and may also result in an increase  
10 in the annual assessment against purchasers for common  
11 expenses.

12  
13 2. Substitutions.--  
14 a. A description of the basis upon which new  
15 accommodations and facilities may be substituted for existing  
16 accommodations and facilities of the multisite timeshare plan;  
17 by whom substitutions may be made; the basis upon which the  
18 determination may be made to cause such substitutions to  
19 occur; and any limitations upon the ability to cause  
20 substitutions to occur.

21 b. The developer shall also disclose any extent to  
22 which purchasers will have the right to consent to any  
23 proposed substitutions; if the purchasers do not have the  
24 right to consent, the developer must include the following  
25 disclosure in conspicuous type:

26  
27 New accommodations and facilities may be substituted  
28 for existing accommodations and facilities of this multisite  
29 timeshare plan (or multisite vacation ownership plan or  
30 multisite vacation plan or vacation club) without the consent  
31 of the purchasers. The replacement accommodations and

1 facilities may be located at a different place or may be of a  
2 different type or quality than the replaced accommodations and  
3 facilities. The substitution of accommodations and facilities  
4 may also result in an increase in the annual assessment  
5 against purchasers for common expenses.

6  
7 3. Deletions.--A description of any provision of the  
8 timeshare instrument governing deletion of accommodations or  
9 facilities from the multisite timeshare plan. If the timeshare  
10 instrument does not provide for business interruption  
11 insurance in the event of a casualty, or if it is unavailable,  
12 or if the instrument permits the developer, the managing  
13 entity, or the purchasers to elect not to reconstruct after  
14 casualty under certain circumstances or to secure replacement  
15 accommodations or facilities in lieu of reconstruction, the  
16 public offering statement must contain a disclosure that  
17 during the reconstruction, replacement, or acquisition period,  
18 or as a result of a decision not to reconstruct, purchasers of  
19 the plan may temporarily compete for available accommodations  
20 on a greater than one-to-one purchaser to accommodation ratio.

21 (g) A description of the developer and the managing  
22 entity of the multisite timeshare plan, including:

23 1. The identity of the developer; the developer's  
24 business address; the number of years of experience the  
25 developer has in the timeshare, hotel, motel, travel, resort,  
26 or leisure industries; and a description of any pending  
27 lawsuit or judgment against the developer which is material to  
28 the plan. If there are no such pending lawsuits or judgments,  
29 there shall be a statement to that effect.

30 2. The identity of the managing entity of the  
31 multisite timeshare plan; the managing entity's business

1 address; the number of years of experience the managing entity  
2 has in the timeshare, hotel, motel, travel, resort, or leisure  
3 industries; and a description of any lawsuit or judgment  
4 against the managing entity which is material to the plan. If  
5 there are no pending lawsuits or judgments, there shall be a  
6 statement to that effect. The description of the managing  
7 entity shall also include a description of the relationship  
8 among the managing entity of the multisite timeshare plan and  
9 the various component site managing entities.

10 (h) A description of the purchaser's liability for  
11 common expenses of the multisite timeshare plan, including the  
12 following:

13 1. A description of the common expenses of the plan,  
14 including the method of allocation and assessment of such  
15 common expenses, whether component site common expenses and  
16 real estate taxes are included within the total common expense  
17 assessment of the multisite timeshare plan, and, if not, the  
18 manner in which timely payment of component site common  
19 expenses and real estate taxes shall be accomplished.

20 2. A description of any cap imposed upon the level of  
21 common expenses payable by the purchaser. In no event shall  
22 the total common expense assessment for the multisite  
23 timeshare plan in a given calendar year exceed 125 percent of  
24 the total common expense assessment for the plan in the  
25 previous calendar year.

26 3. A description of the entity responsible for the  
27 determination of the common expenses of the multisite  
28 timeshare plan, as well as any entity which may increase the  
29 level of common expenses assessed against the purchaser at the  
30 multisite timeshare plan level.

31

1           4. A description of the method used to collect common  
2 expenses, including the entity responsible for such  
3 collections, and the lien rights of any entity for nonpayment  
4 of common expenses. If the common expenses of any component  
5 site are collected by the managing entity of the multisite  
6 timeshare plan, a statement to that effect together with the  
7 identity and address of the escrow agent required by s.  
8 721.56(3).

9           5. If the purchaser will receive an interest in a  
10 nonspecific multisite timeshare plan ~~license as defined in s.~~  
11 ~~721.552(4)~~, a statement that a multisite timeshare plan budget  
12 is attached to the public offering statement as an exhibit  
13 pursuant to paragraph (7)(c). The multisite timeshare plan  
14 budget shall comply with the provisions of s. 721.07(5)(u).

15           6. If the developer intends to guarantee the level of  
16 assessments for the multisite timeshare plan, such guarantee  
17 must be based upon a good faith estimate of the revenues and  
18 expenses of the multisite timeshare plan. The guarantee must  
19 include a description of the following:

20           a. The specific time period, measured in one or more  
21 calendar or fiscal years, during which the guarantee will be  
22 in effect.

23           b. A statement that the developer will pay all common  
24 expenses incurred in excess of the total revenues of the  
25 multisite timeshare plan, if the developer is to be excused  
26 from the payment of assessments during the guarantee period.

27           c. The level, expressed in total dollars, at which the  
28 developer guarantees the assessments. If the developer has  
29 reserved the right to extend or increase the guarantee level,  
30 a disclosure must be included to that effect.

31

1           7. If required under applicable law, the developer  
2 shall also disclose the following matters for each component  
3 site:

4           a. Any limitation upon annual increases in common  
5 expenses;

6           b. The existence of any bad debt or working capital  
7 reserve; and

8           c. The existence of any replacement or deferred  
9 maintenance reserve.

10           (i) If there are any restrictions upon the sale,  
11 transfer, conveyance, or leasing of an interest in a multisite  
12 timeshare plan, a description of the restrictions together  
13 with a statement in conspicuous type in substantially the  
14 following form:

15  
16           The sale, lease, or transfer of interests in this  
17 multisite timeshare plan is restricted or controlled.

18  
19           (j) The following statement in conspicuous type in  
20 substantially the following form:

21  
22           The purchase of an interest in a multisite timeshare  
23 plan (or multisite vacation ownership plan or multisite  
24 vacation plan or vacation club) should be based upon its value  
25 as a vacation experience or for spending leisure time, and not  
26 considered for purposes of acquiring an appreciating  
27 investment or with an expectation that the interest may be  
28 resold.

29  
30           (k) If the multisite timeshare plan provides  
31 purchasers with the opportunity to participate in an exchange

1 | program, a description of the name and address of the exchange  
2 | company and the method by which a purchaser accesses the  
3 | exchange program. In lieu of this requirement, the public  
4 | offering statement text may contain a cross-reference to other  
5 | provisions in the public offering statement or in an exhibit  
6 | containing this information.

7 |         (1) A description of each component site, which  
8 | description may be disclosed in a written, graphic, tabular,  
9 | or other form approved by the division. The description of  
10 | each component site shall include the following information:

11 |             1. The name and address of each component site.

12 |             2. The number of accommodations, timeshare interests,  
13 | and timeshare periods, expressed in periods of 7-day use  
14 | availability, committed to the multisite timeshare plan and  
15 | available for use by purchasers.

16 |             3. Each type of accommodation in terms of the number  
17 | of bedrooms, bathrooms, sleeping capacity, and whether or not  
18 | the accommodation contains a full kitchen. For purposes of  
19 | this description, a full kitchen shall mean a kitchen having a  
20 | minimum of a dishwasher, range, sink, oven, and refrigerator.

21 |             4. A description of facilities available for use by  
22 | the purchaser at each component site, including the following:

23 |                 a. The intended use of the facility, if not apparent  
24 | from the description.

25 |                 b. Any user fees associated with a purchaser's use of  
26 | the facility.

27 |             5. A cross-reference to the location in the public  
28 | offering statement of the description of any priority  
29 | reservation features which may affect a purchaser's ability to  
30 | obtain a reservation in the component site.

31 |

1           (5) Such other information as the division determines  
2 is necessary to fairly, meaningfully, and effectively disclose  
3 all aspects of the multisite timeshare plan, including, but  
4 not limited to, any disclosures made necessary by the  
5 operation of s. 721.03(8). However, if a developer has, in  
6 good faith, attempted to comply with the requirements of this  
7 section, and if, in fact, the developer has substantially  
8 complied with the disclosure requirements of this chapter,  
9 nonmaterial errors or omissions shall not be actionable.

10           (6) Any other information that the developer, with the  
11 approval of the division, desires to include in the public  
12 offering statement text.

13           (7) The following documents shall be included as  
14 exhibits to the filed ~~registered~~ public offering statement, if  
15 applicable:

16           (a) The timeshare instrument.

17           (b) The reservation system rules and regulations.

18           (c) The multisite timeshare plan budget pursuant to  
19 subparagraph (4)(h)5.

20           (d) Any document containing the material rules and  
21 regulations described in paragraph (4)(e).

22           (e) Any contract, agreement, or other document through  
23 which component sites are affiliated with the multisite  
24 timeshare plan.

25           (f) Any escrow agreement required pursuant to s.  
26 721.08 or s. 721.56(3).

27           (g) The form agreement for sale or lease of an  
28 interest in the multisite timeshare plan.

29           (h) The form receipt for multisite timeshare plan  
30 documents required to be given to the purchaser pursuant to s.  
31 721.551(2)(b).

1 (i) The description of documents list required to be  
2 given to the purchaser by s. 721.551(2)(b).

3 (j) The component site managing entity affidavit or  
4 statement required by s. 721.56(1).

5 (k) Any subordination instrument required by s.  
6 721.53.

7 (1)1. If the multisite timeshare plan contains any  
8 component sites located in this state, the information  
9 required by s. 721.07(5) pertaining to each such component  
10 site unless exempt pursuant to s. 721.03.

11 2. If the purchaser will receive a timeshare estate  
12 pursuant to s. 721.57, or an interest in a specific multisite  
13 timeshare plan, ~~license as defined in s. 721.552(4)~~ in a  
14 component site located outside of this state but which is  
15 offered in this state, the information required by s.  
16 721.07(5) pertaining to that component site, + provided,  
17 however, that the provisions of s. 721.07(5)(u) shall only  
18 require disclosure of information related to the estimated  
19 budget for the timeshare plan and purchaser's expenses as  
20 required by the jurisdiction in which the component site is  
21 located.

22 (8)(a) A timeshare plan containing only one component  
23 site must be filed with the division as a multisite timeshare  
24 plan if the timeshare instrument reserves the right for the  
25 developer to add future component sites. However, if the  
26 developer fails to add at least one additional component site  
27 to a timeshare plan described in this paragraph within 3 years  
28 after the date the plan is initially filed with the division,  
29 the multisite filing for such plan shall thereupon terminate,  
30 and the developer may not thereafter offer any further  
31



1 interests in such plan unless and until he or she refiles such  
2 plan with the division pursuant to this chapter.

3 (b) The public offering statement for any timeshare  
4 plan described in paragraph (a) must include the following  
5 disclosure in conspicuous type:  
6

7 This timeshare plan has been filed as a multisite  
8 timeshare plan (or multisite vacation ownership plan or  
9 multisite vacation plan or vacation club); however, this plan  
10 currently contains only one component site. The developer is  
11 not required to add any additional component sites to the  
12 plan. Do not purchase an interest in this plan in reliance  
13 upon the addition of any other component sites.

14 Section 26. Paragraphs (b), (c), and (f) of subsection  
15 (2) of section 721.551, Florida Statutes, are amended to read:

16 721.551 Delivery of multisite timeshare plan purchaser  
17 public offering statement.--

18 (2) The developer shall furnish each purchaser with  
19 the following:

20 (b) A receipt for multisite timeshare plan documents  
21 and a list describing any exhibit to the filed ~~registered~~  
22 public offering statement which is not delivered to the  
23 purchaser. The division is authorized to prescribe by rule the  
24 form of the receipt for multisite timeshare plan documents and  
25 the description of exhibits list that must be furnished to the  
26 purchaser pursuant to this section.

27 (c) If the purchaser will receive a timeshare estate  
28 pursuant to s. 721.57, or an interest in a specific multisite  
29 timeshare plan, ~~license as defined in s. 721.552(4)~~ in a  
30 component site located in this state, the developer shall also  
31 furnish the purchaser with the information required to be

1 delivered pursuant to s. 721.07(6)(a) and (b) for the  
2 component site in which the purchaser will receive an estate  
3 or interest in a specific multisite timeshare plan license.

4 (f) The developer shall be required to provide the  
5 managing entity of the multisite timeshare plan with a copy of  
6 the approved filed ~~registered~~ public offering statement and  
7 any approved amendments thereto to be maintained by the  
8 managing entity as part of the books and records of the  
9 timeshare plan pursuant to s. 721.13(3)(d).

10 Section 27. Paragraph (a) of subsection (2), paragraph  
11 (c) of subsection (3), and subsections (4) and (5) of section  
12 721.552, Florida Statutes, are amended to read:

13 721.552 Additions, substitutions, or deletions of  
14 component site accommodations or facilities; purchaser  
15 remedies for violations.--Additions, substitutions, or  
16 deletions of component site accommodations or facilities may  
17 be made only in accordance with the following:

18 (2) SUBSTITUTIONS.--

19 (a) Substitutions are available only for nonspecific  
20 multisite timeshare license plans ~~as defined in subsection~~  
21 ~~(4)~~. Specific multisite timeshare license plans or as defined  
22 ~~in subsection (4) and~~ plans offering timeshare estates  
23 pursuant to s. 721.57 may not contain an accommodation  
24 substitution right.

25 (3) DELETIONS.--

26 (c) Automatic deletion.--The timeshare instrument may  
27 provide that a component site will be automatically deleted  
28 upon the expiration of its term in a timeshare plan other than  
29 a nonspecific multisite timeshare license plan or as otherwise  
30 provided in the timeshare instrument. However, the timeshare  
31 instrument must also provide that in the event a component

1 site is deleted from the plan in this manner, a sufficient  
2 number of purchasers of the plan will also be deleted so as to  
3 maintain no greater than a one-to-one purchaser to  
4 accommodation ratio.

5 ~~(4) SPECIFIC AND NONSPECIFIC TIMESHARE LICENSES. For~~  
6 ~~purposes of this chapter, a specific timeshare license means~~  
7 ~~one with respect to which a purchaser receives a specific~~  
8 ~~right to use accommodations and facilities, if any, at one~~  
9 ~~component site of a multisite timeshare plan, together with~~  
10 ~~use rights in the other accommodations and facilities of the~~  
11 ~~multisite timeshare plan created by or acquired through the~~  
12 ~~reservation system. For purposes of this chapter, a~~  
13 ~~nonspecific timeshare license means one with respect to which~~  
14 ~~a purchaser receives a right to use all of the accommodations~~  
15 ~~and facilities, if any, of a multisite timeshare plan through~~  
16 ~~the reservation system, but no specific right to use any~~  
17 ~~particular accommodations and facilities for the remaining~~  
18 ~~term of the multisite timeshare plan in the event that the~~  
19 ~~reservation system is terminated for any reason prior to the~~  
20 ~~expiration of the term of the multisite timeshare plan.~~

21 ~~(4)(5) VIOLATIONS; PURCHASER REMEDIES.--~~All purchaser  
22 remedies pursuant to s. 721.21 shall be available for any  
23 violation of the provisions of this section.

24 Section 28. Subsections (4) and (5) of section 721.56,  
25 Florida Statutes, are amended to read:

26 721.56 Management of multisite timeshare plans;  
27 reservation systems; demand balancing.--

28 (4) The managing entity of a multisite timeshare plan  
29 shall comply fully with the requirements of s. 721.13, subject  
30 to the provisions of s. 721.13(11) for personal property  
31 timeshare plans; however, with respect to a given component

1 | site, the managing entity of the multisite timeshare plan  
2 | shall not be responsible for compliance as the managing entity  
3 | of that component site unless the managing entity of the  
4 | multisite timeshare plan is also the managing entity of that  
5 | component site. Unless the timeshare instrument provides  
6 | otherwise, the operator of the reservation system is the  
7 | managing entity of a multisite timeshare plan.

8 |         (5)(a)1. The reservation system is a facility of any  
9 | nonspecific ~~timeshare license~~ multisite timeshare plan ~~as~~  
10 | ~~defined in s. 721.552(4)~~. The reservation system is not a  
11 | facility of any specific ~~timeshare license~~ multisite timeshare  
12 | plan ~~as defined in s. 721.552(4)~~, nor is it a facility of any  
13 | multisite timeshare plan in which timeshare estates are  
14 | offered pursuant to s. 721.57.

15 |         2. The reservation system of any multisite timeshare  
16 | plan shall include any computer software and hardware employed  
17 | for the purpose of enabling or facilitating the operation of  
18 | the reservation system. Nothing contained in this part shall  
19 | preclude a manager or management firm that is serving as  
20 | managing entity of a multisite timeshare plan from providing  
21 | in its contract with the purchasers or owners' association of  
22 | the multisite timeshare plan or in the timeshare instrument  
23 | that the manager or management firm owns the reservation  
24 | system and that the managing entity shall continue to own the  
25 | reservation system in the event the purchasers discharge the  
26 | managing entity pursuant to s. 721.14.

27 |         (b) In the event of a termination of a managing entity  
28 | of a nonspecific ~~license~~ multisite timeshare plan ~~as defined~~  
29 | ~~in s. 721.552(4)~~, which managing entity owns the reservation  
30 | system, irrespective of whether the termination is voluntary  
31 | or involuntary and irrespective of the cause of such

1 termination, in addition to any other remedies available to  
2 purchasers in this part, the terminated managing entity shall,  
3 prior to such termination, establish a trust meeting the  
4 criteria set forth in this paragraph. It is the intent of the  
5 Legislature that this trust arrangement provide for an  
6 adequate period of continued operation of the reservation  
7 system of the multisite timeshare plan, during which period  
8 the new managing entity shall make provision for the  
9 acquisition of a substitute reservation system.

10           1. The trust shall be established with an independent  
11 trustee. Both the terminated managing entity and the new  
12 managing entity shall attempt to agree on an acceptable  
13 trustee. In the event they cannot agree on an acceptable  
14 trustee, they shall each designate a nominee, and the two  
15 nominees shall select the trustee.

16           2. The terminated managing entity shall take all steps  
17 necessary to enable the trustee or the trustee's designee to  
18 operate the reservation system in the same manner as provided  
19 in the timeshare instrument and the public offering statement.  
20 The trustee may, but shall not be required to, contract with  
21 the terminated managing entity for the continued operation of  
22 the reservation system. In the event the trustee elects to  
23 contract with the terminated managing entity, that managing  
24 entity shall be required to operate the reservation system and  
25 shall be entitled to payment for that service. The payment  
26 shall in no event exceed the amount previously paid to the  
27 terminated managing entity for operation of the reservation  
28 system.

29           3. The trust shall remain in effect for a period of no  
30 longer than 1 year following the date of termination of the  
31 managing entity.

1           4. Nothing contained in this subsection shall abrogate  
2 or otherwise interfere with any proprietary rights in the  
3 reservation system that have been reserved by the discharged  
4 managing entity, in its management contract or otherwise, so  
5 long as such proprietary rights are not asserted in a manner  
6 that would prevent the continued operation of the reservation  
7 system as contemplated in this subsection.

8           (c) In the event of a termination of a managing entity  
9 of a timeshare estate or specific ~~license~~ multisite timeshare  
10 plan ~~as defined in s. 721.552(4)~~, which managing entity owns  
11 the reservation system, irrespective of whether the  
12 termination is voluntary or involuntary and irrespective of  
13 the cause of such termination, in addition to any other  
14 remedies available to purchasers in this part, the terminated  
15 managing entity shall, prior to such termination, promptly  
16 transfer to each component site managing entity all relevant  
17 data contained in the reservation system with respect to that  
18 component site, including, but not limited to:

19           1. The names, addresses, and reservation status of  
20 component site accommodations.

21           2. The names and addresses of all purchasers of  
22 timeshare interests at that component site.

23           3. All outstanding confirmed reservations and  
24 reservation requests for that component site.

25           4. Such other component site records and information  
26 as are necessary, in the reasonable discretion of the  
27 component site managing entity, to permit the uninterrupted  
28 operation and administration of the component site, provided  
29 that a given component site managing entity shall not be  
30 entitled to any information regarding other component sites or  
31

1 regarding the terminated multisite timeshare plan managing  
2 entity.

3  
4 All reasonable costs incurred by the terminated managing  
5 entity in effecting the transfer of information required by  
6 this paragraph shall be reimbursed to the terminated managing  
7 entity on a pro rata basis by each component site, and the  
8 amount of such reimbursement shall constitute a common expense  
9 of each component site.

10 Section 29. Subsection (2) of section 721.57, Florida  
11 Statutes, is amended to read:

12 721.57 Offering of timeshare estates in multisite  
13 timeshare plans; required provisions in the timeshare  
14 instrument.--

15 (2) The timeshare instrument of a multisite timeshare  
16 plan in which timeshare estates are offered, other than a  
17 trust meeting the requirements of s. 721.08, must contain or  
18 provide for all of the following matters:

19 (a) The purchaser will receive a timeshare estate as  
20 defined in s. 721.05 in one of the component sites of the  
21 multisite timeshare plan. The use rights in the other  
22 component sites of the multisite timeshare plan shall be made  
23 available to the purchaser through the reservation system  
24 pursuant to the timeshare instrument.

25 (b) In the event that the reservation system is  
26 terminated or otherwise becomes unavailable for any reason  
27 prior to the expiration of the term of the multisite timeshare  
28 plan:

29 1. The purchaser will be able to continue to use the  
30 accommodations and facilities of the component site in which  
31 she or he has been conveyed a timeshare estate in the manner

1 described in the timeshare instrument for the remaining term  
2 of the timeshare estate; and

3           2. Any use rights in that component site which had  
4 previously been made available through the reservation system  
5 to purchasers of the multisite timeshare plan who were not  
6 offered a timeshare estate at that component site will  
7 terminate when the reservation system is terminated or  
8 otherwise becomes unavailable for any reason.

9           Section 30. Subsection (6) of section 721.84, Florida  
10 Statutes, is amended to read:

11           721.84 Appointment of a registered agent; duties.--

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 after ~~of~~ receipt.

21           Section 31. Section 721.96, Florida Statutes, is  
22 amended to read:

23           721.96 Purpose.--The purpose of this part is to  
24 provide for the appointment of commissioners of deeds to take  
25 acknowledgments, proofs of execution, and oaths outside the  
26 United States in connection with the execution of any deed,  
27 mortgage, deed of trust, contract, power of attorney, or any  
28 other agreement, instrument or writing concerning, relating  
29 to, or to be used or recorded in connection with a timeshare  
30 estate, personal property timeshare interest, timeshare  
31



1 license, any property subject to a timeshare plan, or the  
2 operation of a timeshare plan located within this state.

3 Section 32. Subsection (1) of section 721.97, Florida  
4 Statutes, is amended to read:

5 721.97 Timeshare commissioner of deeds.--

6 (1) The Governor may appoint commissioners of deeds to  
7 take acknowledgments, proofs of execution, or oaths in any  
8 foreign country or any possession, territory, or commonwealth  
9 of the United States outside of the 50 states. The term of  
10 office is 4 years. Commissioners of deeds shall have authority  
11 to take acknowledgments, proofs of execution, and oaths in  
12 connection with the execution of any deed, mortgage, deed of  
13 trust, contract, power of attorney, or any other writing to be  
14 used or recorded in connection with a timeshare estate,  
15 personal property timeshare interest, timeshare license, any  
16 property subject to a timeshare plan, or the operation of a  
17 timeshare plan located within this state; provided such  
18 instrument or writing is executed outside the United States.  
19 Such acknowledgments, proofs of execution, and oaths must be  
20 taken or made in the manner directed by the laws of this  
21 state, including but not limited to s. 117.05(4), (5)(a), and  
22 (6), Florida Statutes 1997, and certified by a commissioner of  
23 deeds. The certification must be endorsed on or annexed to the  
24 instrument or writing aforesaid and has the same effect as if  
25 made or taken by a notary public licensed in this state.

26 Section 33. Paragraph (b) of subsection (8) of section  
27 475.011, Florida Statutes, is amended to read:

28 475.011 Exemptions.--This part does not apply to:

29 (8)

30 (b) An exchange company, as that term is defined by s.  
31 721.05(15)~~(14)~~, but only to the extent that the exchange

1 company is engaged in exchange program activities as described  
2 in and is in compliance with s. 721.18.

3 Section 34. Subsection (23) of section 718.103,  
4 Florida Statutes, is amended to read:

5 718.103 Definitions.--As used in this chapter, the  
6 term:

7 (23) "Residential condominium" means a condominium  
8 consisting of two or more units, any of which are intended for  
9 use as a private temporary or permanent residence, except that  
10 a condominium is not a residential condominium if the use for  
11 which the units are intended is primarily commercial or  
12 industrial and not more than three units are intended to be  
13 used for private residence, and are intended to be used as  
14 housing for maintenance, managerial, janitorial, or other  
15 operational staff of the condominium. With respect to a  
16 condominium that is not a timeshare condominium, a residential  
17 unit includes a unit intended as a private temporary or  
18 permanent residence as well as a unit not intended for  
19 commercial or industrial use. With respect to a timeshare  
20 condominium, the timeshare instrument as defined in s.  
21 721.05(35)(33) shall govern the intended use of each unit in  
22 the condominium. If a condominium is a residential condominium  
23 but contains units intended to be used for commercial or  
24 industrial purposes, then, with respect to those units which  
25 are not intended for or used as private residences, the  
26 condominium is not a residential condominium. A condominium  
27 which contains both commercial and residential units is a  
28 mixed-use condominium and is subject to the requirements of s.  
29 718.404.

30 Section 35. Sections 1 through 35 of this act shall  
31 take effect upon becoming a law; however, with respect to any

1 timeshare plan or exchange program filing approved by the  
2 division prior to the date this act becomes a law, the  
3 amendments to section 721.06(1)(g)2., section 721.07(2)(d)1.  
4 and (5)(e)4., section 721.075(2)(e), or section 721.18(1)(l)  
5 and (m), Florida Statutes, shall not apply to such filing  
6 until the earlier of January 1, 2005, or the date that any  
7 amendments to such filing are made subsequent to the date this  
8 act becomes a law. With respect to any timeshare plan filing  
9 approved by the division prior to the date this act becomes a  
10 law, the amendment to section 721.08(3)(a), Florida Statutes,  
11 shall not apply to the nondisturbance and notice to creditors  
12 instrument required by section 721.08, Florida Statutes,  
13 unless and only to the extent that the developer otherwise  
14 voluntarily complies with all or a portion of such provisions.

15 Section 36. Section 25.241, Florida Statutes, is  
16 amended to read:

17 25.241 Clerk of Supreme Court; compensation;  
18 assistants; filing fees, etc.--

19 (1) The Clerk of the Supreme Court shall be paid an  
20 annual salary to be determined in accordance with s. 25.382.

21 (2) The Clerk of the Supreme Court is authorized to  
22 employ such deputies and clerical assistants as may be  
23 necessary. Their number and compensation shall be approved by  
24 the court. The compensation of such employees shall be paid  
25 from the annual appropriation for the Supreme Court.

26 (3) The Clerk of the Supreme Court is hereby required  
27 to collect, upon the filing of a certified copy of a notice of  
28 appeal or petition, ~~\$400~~\$250 for each case docketed, and for  
29 copying, certifying, or furnishing opinions, records, papers,  
30 or other instruments, except as otherwise herein provided, the  
31 same fees that are allowed clerks of the circuit court;

1 however, no fee shall be less than \$1. The State of Florida  
2 or its agencies, when appearing as appellant or petitioner, is  
3 exempt from the filing fees required in this subsection. From  
4 each attorney appearing pro hac vice, the Clerk of the Supreme  
5 Court shall collect an additional fee of \$100.

6 (4) The Clerk of the Supreme Court is hereby  
7 authorized, immediately after a case is disposed of, to supply  
8 the judge who tried the case and from whose order, judgment,  
9 or decree, appeal or other review is taken and any court which  
10 reviewed it, a copy of all opinions, orders, or judgments  
11 filed in such case. Copies of opinions, orders, and decrees  
12 shall be furnished in all cases to each attorney of record;  
13 copies for publication in Florida reports shall be without  
14 charge; and copies furnished to the law book publishers shall  
15 be at one-half the regular statutory fee.

16 (5) The Clerk of the Supreme Court is hereby required  
17 to prepare a statement of all fees collected ~~in duplicate~~ each  
18 month and remit ~~one copy of~~ such statement, together with all  
19 fees collected by him or her, to the Chief Financial Officer,  
20 ~~who shall place the same to the credit of the General Revenue~~  
21 Fund. The Chief Financial Officer shall deposit \$300 of each  
22 \$400 filing fee and all other fees collected into the state  
23 General Revenue Fund. The Chief Financial Officer shall  
24 deposit \$100 of each filing fee collected into the state  
25 courts' Grants and Donations Trust Fund to fund court  
26 improvement projects as authorized in the General  
27 Appropriations Act.

28 Section 37. Section 25.383, Florida Statutes, as  
29 amended by section 2 of chapter 2003-402, Laws of Florida, is  
30 amended to read:  
31

1           25.383 Standards for court reporters; procedures;  
2 rules of professional conduct, discipline, ~~and~~ training, and  
3 compensation.--

4           (1) The Supreme Court shall establish minimum  
5 standards and procedures for qualifications, certification,  
6 discipline, and training for court reporters. The Supreme  
7 Court may appoint or employ such personnel as are necessary to  
8 assist the court in exercising its powers and performing its  
9 duties under this section.

10           (2) The circuit Article V indigent services committee  
11 shall establish the method for providing court reporting in  
12 the circuit and the fees a court reporter may charge. This  
13 subsection does not prohibit court reporting services by state  
14 employees.

15           Section 38. Paragraph (a) of subsection (2) of section  
16 25.384, Florida Statutes, as amended by section 3 of chapter  
17 3002-402, Laws of Florida, is amended to read:

18           25.384 Court Education Trust Fund.--

19           (2)(a) The trust fund moneys shall be used to provide  
20 education and training for judges and other court personnel as  
21 defined and determined by the Florida Court Educational  
22 Council. ~~In addition, funds may be used for the development~~  
23 ~~and implementation of an educational program for the clerks of~~  
24 ~~court as set forth in s. 145.051(2).~~

25           Section 39. Subsection (1) of section 27.02, Florida  
26 Statutes, as amended by section 6 of chapter 2003-402, Laws of  
27 Florida, is amended to read:

28           27.02 Duties before court.--

29           (1)(a) The state attorney shall appear in the circuit  
30 and county courts within his or her judicial circuit and  
31 prosecute or defend on behalf of the state all suits,

1 applications, or motions, civil or criminal, in which the  
2 state is a party, except as provided in chapters 39, 984, and  
3 985. The intake procedures of chapters 39, 984, and 985 shall  
4 apply as provided therein.

5 (b) The state attorney shall ~~not~~ appear in the circuit  
6 and county courts within his or her judicial circuit for the  
7 purpose of prosecuting violations of special laws, ~~unless~~  
8 ~~expressly authorized~~, or violations of county or municipal  
9 ordinances if the prosecution is, unless ancillary to a state  
10 prosecution or if the state attorney has contracted for full  
11 reimbursement, or for reimbursement as the parties otherwise  
12 agree, to be the county's or municipality's prosecuting  
13 attorney, as provided in s. 125.69 and authorized by the  
14 ~~prosecuting attorney of the county.~~

15 Section 40. Subsections (1) and (2) of section 27.34,  
16 Florida Statutes, as amended by section 10 of chapter  
17 2003-402, Laws of Florida, are amended, and subsection (4) is  
18 added to that section, to read:

19 27.34 Limitations on payment of salaries and other  
20 related costs of state attorneys' offices other than by the  
21 state.--

22 (1) A county or municipality may ~~not~~ contract with the  
23 state attorney of the judicial circuit in which the county or  
24 municipality is located, or ~~appropriate or contribute funds to~~  
25 ~~the operation of, the various state attorneys~~ for the  
26 prosecution of violations of special laws, ~~unless expressly~~  
27 ~~authorized~~, or ordinances of the county or municipality. The  
28 contract must provide for full reimbursement, or as the  
29 parties otherwise agree regarding reimbursement, unless  
30 ~~ancillary to a state prosecution.~~ Persons employed by the  
31 county or municipality may be provided to the state attorney

1 to serve as special investigators pursuant to the provisions  
2 of s. 27.251.

3 (2) ~~A It is hereby prohibited for any~~ state attorney  
4 or assistant state attorney may not to receive from any county  
5 or municipality any supplemental salary, except as provided in  
6 this section.

7 (4) The state attorney may expend funds for the  
8 purchase of computer systems, including associated hardware  
9 and software, and for personnel related to this function.

10 Section 41. Subsections (4), (8), and (9) of section  
11 27.40, Florida Statutes, are amended to read:

12 27.40 Court-appointed counsel; circuit registries;  
13 minimum requirements; appointment by court.--

14 (4) Except when a circuit Article V indigent services  
15 committee establishes higher qualifications, the minimum  
16 qualifications for court-appointed counsel for the following  
17 types of cases are as follows:

18 (a) Criminal cases.--Before the time of appointment,  
19 the attorney must:

20 1. Be a member in good standing of The Florida Bar.

21 2. Have attended within the previous 12 months a  
22 minimum of 10 hours of continuing legal education approved by  
23 The Florida Bar and devoted to criminal law.

24 3. Meet the following experience requirements:

25 a. In misdemeanor cases, have been a member of The  
26 Florida Bar for at least 1 year and an experienced and active  
27 trial practitioner with no fewer than three state or federal  
28 jury or nonjury trials.

29 b. In juvenile cases, have been a member of The  
30 Florida Bar for at least 1 year and an experienced and active  
31

1 trial practitioner with no fewer than three delinquency  
2 dispositions or three state or federal jury or nonjury trials.

3 c. In third-degree felony cases, have been a member of  
4 The Florida Bar for at least 2 years and an experienced and  
5 active trial practitioner with no fewer than three state or  
6 federal jury or nonjury trials.

7 d. In second-degree felony cases, have been a member  
8 of The Florida Bar for at least 2 years and an experienced and  
9 active trial practitioner with no fewer than seven state or  
10 federal jury trials.

11 e. In first-degree felony cases, life felony cases,  
12 capital felony cases, capital sexual battery cases, and cases  
13 under part V of chapter 394, involuntary civil commitment of  
14 sexually violent predators, have been a member of The Florida  
15 Bar for at least 5 years and an experienced and active trial  
16 practitioner with no fewer than 10 state or federal jury  
17 trials.

18 f. In capital death penalty cases, have the  
19 qualifications as provided in Florida Rules of Criminal  
20 Procedure 3.112(f) and (g).

21 (b) Criminal appellate cases.--Before the time of  
22 appointment, the attorney must:

23 1. Be a member in good standing of The Florida Bar.

24 2. Have attended within the previous 12 months a  
25 minimum of 10 hours of continuing legal education approved by  
26 The Florida Bar and devoted to appellate law.

27 3. Meet the following experience requirements:

28 a. In misdemeanor and third-degree felony appeals,  
29 have been a member of The Florida Bar for at least 2 years and  
30 be an experienced and active trial or appellate practitioner  
31



1 in the field of criminal law or have experience in the appeal  
2 of at least three criminal cases.

3 b. In noncapital felony appeals and appeals from a  
4 case under part V of chapter 394, involuntary civil commitment  
5 of sexually violent predators, have been a member of The  
6 Florida Bar for at least 3 years and be an experienced and  
7 active practitioner in the field of appellate criminal law or  
8 have experience in the appeal of at least five criminal cases.

9 c. In capital death penalty appeals, have the  
10 qualifications as provided in Florida Rule of Criminal  
11 Procedure 3.112(h).

12 (c) Dependency cases.--Before the time of appointment,  
13 the attorney must:

14 1. Be a member in good standing of The Florida Bar.

15 2. Meet the following experience requirements:

16 a. In dependency cases, have observed a total of 30  
17 hours of hearings, including six shelter hearings, three  
18 dependency hearings, and one termination-of-parental-rights  
19 hearing and have attended at least 3 hours of continuing legal  
20 education at the Dependency Court Improvement Project  
21 Conference, or an equivalent in the 12 months before  
22 appointment.

23 b. In termination-of-parental-rights cases, have tried  
24 at least 10 cases or have 1 year of dependency experience.

25 c. In appellate cases, have at least 3 years'  
26 experience in dependency or appellate law and must have been  
27 lead counsel in at least three contested dependency trials and  
28 three contested termination-of-parental-rights trials or  
29 demonstrate knowledge through experience in the practice of  
30 family law. ~~To be eligible for court appointment, an attorney~~  
31

1 ~~must be a member in good standing of The Florida Bar in~~  
2 ~~addition to any other qualifications specified by general law.~~

3 (8) Subject to the attorney-client ~~and~~, work-product  
4 privilege, an attorney who withdraws or is removed from  
5 representation shall deliver all files, notes, documents, and  
6 research to the successor attorney within 15 days after  
7 receiving notice from the successor attorney. The successor  
8 attorney shall bear the cost of transmitting all files, notes,  
9 documents, and research.

10 (9) A circuit Article V indigent services committee or  
11 any interested person may advise the court of any circumstance  
12 affecting the quality of representation, including, but not  
13 limited to, false or fraudulent billing, misconduct, failure  
14 to meet continuing legal education requirements, solicitation  
15 to receive compensation from the defendant or other client the  
16 attorney is appointed to represent, or failure to file  
17 appropriate motions in a timely manner. By January 1, 2005,  
18 each circuit Article V indigent services committee must  
19 develop and report to the President of the Senate and the  
20 Speaker of the House of Representatives procedures for  
21 periodic review of each conflict counsel's qualifications and  
22 competency in representing defendants or other clients the  
23 attorney is appointed to represent.

24 Section 42. Subsection (1) and paragraphs (b) and (c)  
25 of subsection (2) of section 27.42, Florida Statutes, are  
26 amended to read:

27 27.42 Circuit Article V indigent services committees;  
28 composition; staff; responsibilities; funding.--

29 (1) In each judicial circuit a circuit Article V  
30 indigent services committee shall be established. The  
31 committee shall consist of the following:

1 (a) The chief judge of the judicial circuit or the  
2 chief judge's designee, who shall serve as the chair.

3 (b) The public defender of the judicial circuit or the  
4 public defender's designee.

5 (c) The state attorney of the judicial circuit or the  
6 state attorney's designee. However, the state attorney or  
7 state attorney's designee may not participate in committee  
8 discussions or decisions relating to the appointment or  
9 compensation of court-appointed counsel within the circuit.

10 (d)(e) One experienced private criminal defense  
11 attorney appointed by the chief judge to serve a 2-year term.  
12 During the 2-year term, the attorney is prohibited from  
13 serving as court-appointed counsel.

14 (e)(d) One experienced civil trial attorney appointed  
15 by the chief judge, to serve a 2-year term. During the 2-year  
16 term, the attorney is prohibited from serving as  
17 court-appointed counsel.

18 (2)

19 (b) The circuit Article V indigent services committee  
20 shall maintain a registry pursuant to s. 27.40, even when  
21 ~~unless~~ procuring counsel through a competitive bidding  
22 process. The committee shall apply the eligibility and  
23 performance standards set by the Legislature, if any, after  
24 receiving recommendations from the Article V Indigent Services  
25 Advisory Board, for the appropriate category of case.

26 (c) The circuit Article V indigent services committee  
27 shall develop a schedule of maximum ~~standard~~ fees and expense  
28 allowances for the various categories of cases, consistent  
29 with the standards adopted by the Legislature, if any, after  
30 receiving recommendations from the Article V Indigent Services  
31 Advisory Board.

1           Section 43. Subsections (1) and (4) of section 27.51,  
2 Florida Statutes, as amended by section 15 of chapter  
3 2003-402, Laws of Florida, are amended to read:

4           27.51 Duties of public defender.--

5           (1) The public defender shall represent, without  
6 additional compensation, any person who is determined to be  
7 indigent as provided in s. 27.52 and who is:

8           (a) Under arrest for, or is charged with, a felony;

9           (b) Under arrest for, or is charged with, a  
10 misdemeanor ~~authorized for prosecution by the state attorney,~~  
11 a violation of chapter 316 which is punishable by  
12 imprisonment, or criminal contempt, a violation of a municipal  
13 or county ordinance in the county court if the prosecution is  
14 ancillary to a state prosecution, or any other violation of  
15 any municipal or county ordinance which is not ancillary to a  
16 state prosecution if the county or municipality has contracted  
17 with the public defender pursuant to ss. 27.54(2) and 125.69,  
18 unless the court, prior to trial, files in the cause an order  
19 of no imprisonment as provided in s. 27.512 ~~which states that~~  
20 ~~the defendant will not be imprisoned if he or she is~~  
21 ~~convicted;~~

22           (c) Alleged to be a delinquent child pursuant to a  
23 petition filed before a circuit court;

24           (d) Sought by petition filed in such court to be  
25 involuntarily placed as a mentally ill person or sexually  
26 violent predator or involuntarily admitted to residential  
27 services as a person with developmental disabilities. However,  
28 a public defender does not have the authority to represent any  
29 person who is a plaintiff in a civil action brought under the  
30 Florida Rules of Civil Procedure, the Federal Rules of Civil  
31 Procedure, or the federal statutes, or who is a petitioner in

1 an administrative proceeding challenging a rule under chapter  
2 120, unless specifically authorized by statute; ~~or~~

3 (e) Convicted and sentenced to death, for purposes of  
4 a direct ~~prosecuting an~~ appeal to the Supreme Court; ~~or-~~

5 (f) Appealing a matter in a case arising under  
6 paragraphs (a)-(d).

7 (4) The public defender for a judicial circuit  
8 enumerated in this subsection shall, after the record on  
9 appeal is transmitted to the appellate court by the office of  
10 the public defender which handled the trial and if requested  
11 by any public defender within the indicated appellate  
12 district, handle all ~~felony~~ appeals from the circuit courts or  
13 district courts of appeal to the state and federal courts  
14 required of the official making such request:

15 (a) Public defender of the second judicial circuit, on  
16 behalf of any public defender within the district comprising  
17 the First District Court of Appeal.

18 (b) Public defender of the tenth judicial circuit, on  
19 behalf of any public defender within the district comprising  
20 the Second District Court of Appeal.

21 (c) Public defender of the eleventh judicial circuit,  
22 on behalf of any public defender within the district  
23 comprising the Third District Court of Appeal.

24 (d) Public defender of the fifteenth judicial circuit,  
25 on behalf of any public defender within the district  
26 comprising the Fourth District Court of Appeal.

27 (e) Public defender of the seventh judicial circuit,  
28 on behalf of any public defender within the district  
29 comprising the Fifth District Court of Appeal.

30  
31

1           Section 44. Subsections (1) and (2) of section 27.52,  
2 Florida Statutes, as amended by section 16 of chapter  
3 2003-402, Laws of Florida, are amended to read:

4           27.52 Determination of indigence.--

5           (1) The clerk of the circuit court shall determine the  
6 indigence of each person applying for appointment of a public  
7 defender or private attorney or any other court-related  
8 services based on indigence. This determination may be made at  
9 any stage of the proceedings. Before appointing the public  
10 defender or a private attorney, or providing any other  
11 court-related service based on indigence, the court shall  
12 receive the determination of indigence from the clerk. If the  
13 clerk has not made this determination at the time a person  
14 requests appointment of a public defender or private attorney  
15 or provision of any other court-related services, the court  
16 shall make a preliminary determination of indigence, pending  
17 verification by the clerk. The applicant may seek review of  
18 the clerk's determination denying indigence in the court  
19 having jurisdiction over the matter at the next scheduled  
20 hearing.

21           (2)(a) Any person applying for appointment of a public  
22 defender or private attorney or any other due-process  
23 ~~court-related~~ services based on indigence shall pay a \$40  
24 application fee to the clerk of court and submit a completed  
25 affidavit containing the financial information required under  
26 paragraph (f). The clerk of court must assist a person who  
27 appears before the clerk and requests assistance in completing  
28 the affidavit containing financial information, and the clerk  
29 must notify the court if a person is unable to complete the  
30 affidavit after the clerk has provided assistance. Only one  
31 fee may be charged for a clerk's determination of indigence,

1 regardless of whether the request is for court-appointed  
2 counsel or other due-process services. The duty of the clerk  
3 in determining indigence shall be limited to receiving the  
4 affidavit of indigence executed by the individual seeking the  
5 determination and comparing the information provided in the  
6 affidavit to the standard of indigence established by law. The  
7 determination of indigence shall be a ministerial act of the  
8 clerk and not a decision based on further investigation or the  
9 exercise of independent judgment by the clerk.

10 (b) The person shall pay the application fee at the  
11 time the financial affidavit is filed or within 7 days  
12 thereafter. If not paid within 7 days, the applicant shall be  
13 enrolled by the clerk in a payment program to recover unpaid  
14 fees, in full, with periodic payment amounts corresponding to  
15 the applicant's ability to pay.

16 (c) A defendant found to be indigent may not be  
17 refused counsel or any other due-process ~~court-related~~  
18 services based on indigence for failure to pay the application  
19 fee. The defendant shall pay a separate application fee for  
20 each affidavit filed.

21 (d) If the court finds that the accused person  
22 applying for representation appears to be indigent based upon  
23 the financial affidavit required under paragraph (f), the  
24 court shall appoint the public defender or a private attorney  
25 to provide representation. If the application fee is not paid  
26 prior to the disposition of the case, the clerk shall advise  
27 the sentencing judge of this fact and the court shall:

- 28 1. Assess the application fee as part of the sentence
- 29 or as a condition of probation; or
- 30 2. Assess the application fee pursuant to s. 938.29.

31

1 | If the clerk finds discrepancies between the financial  
2 | affidavit and his or her investigation of assets, the clerk  
3 | shall submit the information to the court and the court shall  
4 | determine whether the public defender or private attorney  
5 | shall continue representation. The defendant may be heard  
6 | regarding the information discovered by the clerk. If the  
7 | court, based on the information provided, determines that the  
8 | defendant is not indigent, the court shall order the public  
9 | defender or private attorney to discontinue representation.  
10 | Notwithstanding any provision of law or local order to the  
11 | contrary, the clerk of the court shall assign the first \$40 of  
12 | any fees or costs paid by an indigent defendant as payment of  
13 | the application fee. In no event ~~may~~ should a person found to  
14 | be indigent be refused counsel or other due-process services  
15 | for failure to pay the fee.

16 |         (e) All application fees shall be transferred monthly  
17 | by the clerk of the court to the Department of Revenue for  
18 | deposit to the Indigent Criminal Defense Trust Fund,  
19 | administered by the Justice Administrative Commission, to be  
20 | used to supplement the general revenue funds appropriated by  
21 | the Legislature to the public defenders. The clerk of the  
22 | court may retain 2 percent of application fees collected  
23 | monthly for administrative costs prior to remitting the  
24 | remainder to the Department of Revenue.

25 |         (f) The affidavit must contain the following financial  
26 | information and calculations as to the applicant's income:

27 |             1. Net income.--Total salary and wages, minus  
28 | deductions required by law, including court-ordered support  
29 | payments.

30 |             2. Other income.--Including, but not limited to,  
31 | social security benefits, union funds, veterans' benefits,



1 workers' compensation, other regular support from absent  
2 family members, public or private employee pensions,  
3 unemployment compensation, dividends, interest, rent, trusts,  
4 and gifts.

5 3. Assets.--Including, but not limited to, cash,  
6 savings accounts, bank accounts, stocks, bonds, certificates  
7 of deposit, equity in real estate, and equity in a boat or a  
8 motor vehicle or in other tangible property.

9 (g) The income of an applicant who is a minor or an  
10 adult tax-dependent person who is substantially supported by a  
11 parent or parents or by a guardian, or who continues to be  
12 claimed as a dependent for tax purposes, shall include the  
13 income of that dependent person's parent or parents or  
14 guardian, except a parent or guardian who has an adverse  
15 interest in the proceeding.

16 (h) In addition to the financial information, the  
17 affidavit must contain the following statement: "I, ... (name  
18 of applicant)..., agree to report any change in my financial  
19 situation to the court."

20 Section 45. Paragraph (d) of subsection (1) and  
21 paragraph (a) of subsection (4) of section 27.5303, Florida  
22 Statutes, are amended to read:

23 27.5303 Public defenders; conflict of interest.--

24 (1)

25 (d) In determining whether or not there is a conflict  
26 of interest, the public defender ~~and the court~~ shall apply the  
27 uniform standards for use in conflict of interest cases found  
28 in appendix B of the final report of the Article V Indigent  
29 Services Advisory Board dated January 6, 2004 standards  
30 ~~adopted by the Legislature after receiving recommendations~~  
31 ~~from the Article V Indigent Services Advisory Board.~~

1           (4)(a) If ~~a defendant is convicted and~~ the death  
2 sentence is imposed on an indigent defendant represented by  
3 the public defender or private trial counsel, whether or not  
4 court appointed, who is not qualified or is unable to  
5 represent the defendant in the appeal, that attorney shall  
6 ensure that the public defender or a qualified private  
7 court-appointed appellate counsel is appointed timely to  
8 represent the indigent defendant on appeal to the Supreme  
9 Court. The private court-appointed counsel who represents the  
10 defendant in a capital appeal shall be compensated as provided  
11 in s. 27.5304., ~~the appointed attorney shall continue~~  
12 ~~representation through appeal to the Supreme Court. The~~  
13 ~~attorney shall be compensated as provided in s. 27.5304. If~~  
14 ~~the attorney first appointed is unable to handle the appeal,~~  
15 ~~the court shall appoint another attorney and that attorney~~  
16 ~~shall be compensated as provided in s. 27.5304.~~

17           Section 46. Section 27.5304, Florida Statutes, is  
18 amended to read:

19           27.5304 Private court-appointed counsel;  
20 compensation.--

21           (1) Private court-appointed counsel shall be  
22 compensated by the Justice Administrative Commission as  
23 provided in this section in accordance with standards adopted  
24 ~~by the Legislature after receiving recommendations from the~~  
25 ~~Article V Indigent Services Advisory Board. However,~~  
26 ~~compensation shall not exceed the maximum fee limits~~  
27 ~~established by this section.~~ The attorney also shall be  
28 reimbursed for reasonable and necessary expenses in accordance  
29 with s. 29.007. If the attorney is representing a defendant  
30 charged with more than one offense in the same case, the  
31 attorney shall be compensated at the rate provided for the

1 most serious offense for which he or she represented the  
2 defendant. This section does not allow stacking of the fee  
3 limits established by this section.

4 (2) Prior to filing a motion for an order approving  
5 payment of attorney's fees, costs, or related expenses, the  
6 private court-appointed counsel shall deliver a copy of the  
7 intended billing, together with supporting affidavits and all  
8 other necessary documentation, to the Justice Administrative  
9 Commission. The Justice Administrative Commission shall review  
10 the billings, affidavit, and documentation for completeness  
11 and compliance with contractual and statutory requirements. If  
12 the Justice Administrative Commission objects to any portion  
13 of the proposed billing, the objection and reasons therefor  
14 shall be communicated to the private court-appointed counsel.  
15 The private court-appointed counsel may thereafter file his or  
16 her motion for order approving payment of attorney's fees,  
17 costs, or related expenses together with supporting affidavits  
18 and all other necessary documentation. The motion must specify  
19 whether the Justice Administrative Commission objects to any  
20 portion of the billing or the sufficiency of documentation  
21 and, if so, the reasons therefor. A copy of the motion and  
22 attachments shall be served on the Justice Administrative  
23 Commission. The Justice Administrative Commission shall have  
24 standing to appear before the court to contest any motion for  
25 order approving payment of attorney's fees, costs, or related  
26 expenses. The Justice Administrative Commission may contract  
27 with other public or private entities or individuals to appear  
28 before the court for the purpose of contesting any motion for  
29 order approving payment of attorney's fees, costs, or related  
30 expenses. The fact that the Justice Administrative Commission  
31 has not objected to any portion of the billing or to the

1 sufficiency of the documentation is not binding on the court.  
2 The court retains primary authority and responsibility for  
3 determining the reasonableness of all billings for fees,  
4 costs, and related expenses, subject to statutory limitations.  
5 Before final disposition of a case, a private court-appointed  
6 counsel may file a motion for fees, costs, and related  
7 expenses for services completed up to the date of the motion.  
8 The court may grant the motion if counsel shows that failure  
9 to grant the motion would work a particular hardship upon  
10 counsel.

11 (3) The compensation for representation in a criminal  
12 proceeding; an appeal from a criminal proceeding, other than a  
13 capital appeal; a dependency proceeding; and an appeal from a  
14 dependency proceeding must be established by a circuit Article  
15 V indigent services committee. ~~proceeding shall not exceed the~~  
16 following:

17 (a)1. ~~For misdemeanors and juveniles represented at~~  
18 ~~the trial level: \$1,000.~~

19 2. ~~For noncapital, nonlife felonies represented at the~~  
20 ~~trial level: \$2,500.~~

21 3. ~~For life felonies represented at the trial level:~~  
22 ~~\$3,000.~~

23 4. ~~For capital cases represented at the trial level:~~  
24 ~~\$3,500.~~

25 5. ~~For representation on appeal: \$2,000.~~

26 (b) ~~If a death sentence is imposed and affirmed on~~  
27 ~~appeal to the Supreme Court, the appointed attorney shall be~~  
28 ~~allowed compensation, not to exceed \$1,000, for attorney's~~  
29 ~~fees and costs incurred in representing the defendant as to an~~  
30 ~~application for executive clemency, with compensation to be~~  
31

1 ~~paid out of general revenue from funds budgeted to the~~  
2 ~~Department of Corrections.~~

3           (4) Private counsel appointed by the court to  
4 represent a defendant in a capital death penalty case must be  
5 compensated at a reasonable hourly rate established by the  
6 circuit Article V indigent services committee commensurate  
7 with the difficulty of the case and approved by the court, but  
8 the minimum compensation for the attorney in a death penalty  
9 case is \$10,000. By January 1, 2004, the Article V Indigent  
10 ~~Services Advisory Board shall recommend to the Legislature any~~  
11 ~~adjustments to existing compensation schedules for criminal~~  
12 ~~proceedings and any proposed compensation standards for~~  
13 ~~private attorneys providing representation in civil~~  
14 ~~proceedings in which private court appointed counsel is~~  
15 ~~required.~~

16           ~~(5) If counsel is entitled to receive compensation for~~  
17 ~~representation pursuant to court appointment in a termination~~  
18 ~~of parental rights proceeding under s. 39.0134, such~~  
19 ~~compensation shall not exceed \$1,000 at the trial level and~~  
20 ~~\$2,500 at the appellate level.~~

21           ~~(5)(6)~~ A private attorney appointed in lieu of the  
22 public defender to represent an indigent defendant may not  
23 reassign or subcontract the case to another attorney or allow  
24 another attorney to appear at a critical stage of a case who  
25 does not meet standards adopted by the Legislature after any  
26 recommendations from the Article V Indigent Services Advisory  
27 Board.

28           Section 47. Section 27.54, Florida Statutes, as  
29 amended by section 21 of chapter 2003-402, Laws of Florida, is  
30 amended to read:  
31

1           27.54 Limitation on payment of expenditures for public  
2 defender's office other than by the state.--

3           (1) All payments for the salary of the public defender  
4 and the necessary expenses of office, including salaries of  
5 assistants and staff, shall be considered as being for a valid  
6 public purpose. Travel expenses shall be paid in accordance  
7 with the provisions of s. 112.061.

8           (2) A county or municipality may ~~not~~ contract with the  
9 public defender of the judicial circuit in which the county or  
10 municipality is located, or appropriate or contribute funds  
11 to, the operation of the offices of the various public  
12 defenders for the purpose of defending persons determined to  
13 be indigent under s. 27.52 indigents charged with violations  
14 of special laws, ~~unless expressly authorized,~~ or with  
15 violations of ordinances of the county or municipality, ~~unless~~  
16 ~~ancillary to a state prosecution.~~ The contract must provide  
17 for full reimbursement or as the parties otherwise agree  
18 regarding reimbursement.

19           (3) ~~A No~~ public defender or assistant public defender  
20 ~~may not shall~~ receive from any county or municipality any  
21 supplemental salary, except as provided in this section.

22           (4) The public defender may expend funds for the  
23 purchase of computer systems, including associated hardware  
24 and software, and for personnel related to this function.

25           Section 48. Section 27.562, Florida Statutes, as  
26 amended by section 22 of chapter 2003-402, Laws of Florida, is  
27 amended to read:

28           27.562 Disposition of funds.--

29           (1) All funds collected pursuant to s. 938.29, except  
30 the application fee imposed under s. 27.52, shall be remitted  
31 to the Department of Revenue for deposit as follows:

1           (a) Twenty-five percent shall be deposited into the  
2 Indigent Criminal Defense Trust Fund of the Justice  
3 Administrative Commission. The Justice Administrative  
4 Commission shall account for these funds on a judicial circuit  
5 basis.

6           (b) Seventy-five percent shall be deposited into the  
7 General Revenue Fund. ~~into the General Revenue Fund.~~

8           (2) All judgments entered pursuant to this part shall  
9 be in the name of the state.

10           Section 49. Section 28.24, Florida Statutes, as  
11 amended by section 28 of chapter 2003-402, Laws of Florida, is  
12 amended to read:

13           28.24 Service charges by clerk of the circuit  
14 court.--The clerk of the circuit court may charge for services  
15 rendered by the clerk's office in recording documents and  
16 instruments and in performing the duties enumerated in amounts  
17 not to exceed those specified in this section. Notwithstanding  
18 any other provision of this section, the clerk of the circuit  
19 court shall provide without charge to any justice or judge,  
20 state attorney, statewide prosecutor, public defender,  
21 guardian ad litem, and capital collateral regional counsel,  
22 and to the authorized staff acting on behalf of each, to any  
23 court staff acting on behalf of any justice or judge, and to  
24 any state attorney or public access to and a copy copies of  
25 any public record records, if the requesting party is entitled  
26 by law to review the record notwithstanding the exempt or  
27 confidential nature of such public records, as maintained by  
28 and in the custody of the clerk of the circuit court as  
29 provided in general law and the Florida Rules of Judicial  
30 Administration.  
31

1	(1) For examining, comparing, correcting, verifying,	
2	and certifying transcripts of record in appellate proceedings,	
3	prepared by attorney for appellant or someone else other than	
4	clerk per page.....	4.50
5	(2) For preparing, numbering, and indexing an original	
6	record of appellate proceedings, per instrument.....	3.00
7	(3) For certifying copies of any instrument in the	
8	public records.....	1.50
9	(4) For verifying any instrument presented for	
10	certification prepared by someone other than clerk, per page	
11	.....	3.00
12	(5)(a) For making copies by photographic process of	
13	any instrument in the public records consisting of pages of	
14	not more than 14 inches by 8 1/2 inches, per page.....	1.00
15	(b) For making copies by photographic process of any	
16	instrument in the public records of more than 14 inches by 8	
17	1/2 inches, per page.....	5.00
18	(6) For making microfilm copies of any public records:	
19	(a) 16 mm 100' microfilm roll.....	37.50
20	(b) 35 mm 100' microfilm roll.....	52.50
21	(c) Microfiche, per fiche.....	3.00
22	(7) For copying any instrument in the public records	
23	by other than photographic process, per page.....	6.00
24	(8) For writing any paper other than herein	
25	specifically mentioned, same as for copying, including signing	
26	and sealing.....	6.00
27	(9) For indexing each entry not recorded.....	1.00
28	(10) For receiving money into the registry of court:	
29	(a)1. First \$500, percent.....	3
30	2. Each subsequent \$100, percent.....	1.5
31	(b) Eminent domain actions, per deposit.....	\$150.00



1           (11) For examining, certifying, and recording plats  
2 and for recording condominium exhibits larger than 14 inches  
3 by 8 1/2 inches:  
4           (a) First page.....30.00  
5           (b) Each additional page.....15.00  
6           (12) For recording, indexing, and filing any  
7 instrument not more than 14 inches by 8 1/2 inches, including  
8 required notice to property appraiser where applicable:  
9           (a) First page or fraction thereof.....5.00  
10           (b) Each additional page or fraction thereof.....4.00  
11           (c) For indexing instruments recorded in the official  
12 records which contain more than four names, per additional  
13 name.....1.00  
14           (d) An additional service charge shall be paid to the  
15 clerk of the circuit court to be deposited in the Public  
16 Records Modernization Trust Fund for each instrument listed in  
17 s. 28.222, except judgments received from the courts and  
18 notices of lis pendens, recorded in the official records:  
19           1. First page.....1.00  
20           2. Each additional page.....0.50  
21  
22 Such ~~said~~ fund shall be held in trust by the clerk and used  
23 exclusively for equipment and maintenance of equipment,  
24 personnel training, and technical assistance in modernizing  
25 the public records system of the office. In a county where the  
26 duty of maintaining official records exists in an office other  
27 than the office of the clerk of the circuit court, the clerk  
28 of the circuit court is entitled to 25 percent of the moneys  
29 deposited into the trust fund for equipment, maintenance of  
30 equipment, training, and technical assistance in modernizing  
31 the system for storing records in the office of the clerk of

1 | the circuit court. The fund may not be used for the payment of  
2 | travel expenses, membership dues, bank charges,  
3 | staff-recruitment costs, salaries or benefits of employees,  
4 | construction costs, general operating expenses, or other costs  
5 | not directly related to obtaining and maintaining equipment  
6 | for public records systems or for the purchase of furniture or  
7 | office supplies and equipment not related to the storage of  
8 | records. On or before December 1, 1995, and on or before  
9 | December 1 of each year immediately preceding each year during  
10 | which the trust fund is scheduled for legislative review under  
11 | s. 19(f)(2), Art. III of the State Constitution, each clerk of  
12 | the circuit court shall file a report on the Public Records  
13 | Modernization Trust Fund with the President of the Senate and  
14 | the Speaker of the House of Representatives. The report must  
15 | itemize each expenditure made from the trust fund since the  
16 | last report was filed; each obligation payable from the trust  
17 | fund on that date; and the percentage of funds expended for  
18 | each of the following: equipment, maintenance of equipment,  
19 | personnel training, and technical assistance. The report must  
20 | indicate the nature of the system each clerk uses to store,  
21 | maintain, and retrieve public records and the degree to which  
22 | the system has been upgraded since the creation of the trust  
23 | fund.

24 |       (e) An additional service charge of \$4 per page shall  
25 | be paid to the clerk of the circuit court for each instrument  
26 | listed in s. 28.222, except judgments received from the courts  
27 | and notices of lis pendens, recorded in the official records.  
28 | From the additional \$4 service charge collected, 10 cents  
29 | shall be distributed to the Florida Association of Court  
30 | Clerks and Comptroller, Inc., for the cost of development,  
31 | implementation, operation, and maintenance of the clerks'

1 Comprehensive Case Information System; \$1.90 shall be retained  
2 by the clerk to be deposited in the Public Records  
3 Modernization Trust Fund and used exclusively for funding  
4 court-related technology needs of the clerk; \$1 shall be  
5 distributed to the Department of Revenue for deposit into the  
6 state court's Grants and Donations Trust Fund and used  
7 exclusively for funding court-related technology needs of the  
8 state trial courts; 40 cents shall be distributed to the  
9 Department of Revenue for deposit into the public defender's  
10 Grants and Donations Trust Fund and used exclusively for  
11 funding court-related technology needs of the public defender;  
12 and 60 cents shall be distributed to the Department of Revenue  
13 for deposit into the state attorney's Grants and Donations  
14 Trust Fund and used exclusively for funding court-related  
15 technology needs of the state attorney.

- 16           (13) Oath, administering, attesting, and sealing, not  
17 otherwise provided for herein.....3.00
- 18           (14) For validating certificates, any authorized  
19 bonds, each.....3.00
- 20           (15) For preparing affidavit of domicile.....5.00
- 21           (16) For exemplified certificates, including signing  
22 and sealing.....6.00
- 23           (17) For authenticated certificates, including signing  
24 and sealing.....6.00
- 25           (18)(a) For issuing and filing a subpoena for a  
26 witness, not otherwise provided for herein (includes writing,  
27 preparing, signing, and sealing).....6.00
- 28           (b) For signing and sealing only.....1.50
- 29           (19) For approving bond.....7.50
- 30           (20) For searching of records, for each year's search  
31 .....1.50

1           (21) For processing an application for a tax deed sale  
2 (includes application, sale, issuance, and preparation of tax  
3 deed, and disbursement of proceeds of sale), other than excess  
4 proceeds.....60.00  
5           (22) For disbursement of excess proceeds of tax deed  
6 sale, first \$100 or fraction thereof.....10.00  
7           (23) Upon receipt of an application for a marriage  
8 license, for preparing and administering of oath; issuing,  
9 sealing, and recording of the marriage license; and providing  
10 a certified copy.....30.00  
11           (24) For solemnizing matrimony.....30.00  
12           (25) For sealing any court file or expungement of any  
13 record.....37.50  
14           (26) For receiving and disbursing all restitution  
15 payments, per payment.....3.00  
16           (27) Postal charges incurred by the clerk of the  
17 circuit court in any mailing by certified or registered mail  
18 shall be paid by the party at whose instance the mailing is  
19 made.  
20           (28) For furnishing an electronic copy of information  
21 contained in a computer database: a fee as provided for in  
22 chapter 119.  
23           Section 50. Subsection (3) of section 28.2401, Florida  
24 Statutes, as amended by section 29 of chapter 2003-402, Laws  
25 of Florida, is amended, present subsection (4) of that section  
26 is redesignated as subsection (5), and a new subsection (4) is  
27 added to that section to read:  
28           28.2401 Service charges in probate matters.--  
29           (3) An additional service charge of ~~\$4~~\$2.50 on  
30 petitions seeking summary administration, formal  
31 administration, ancillary administration, guardianship,

1 curatorship, and conservatorship shall be paid to the clerk.  
2 The clerk shall transfer \$3.50 ~~the \$2.50~~ to the Department of  
3 Revenue for deposit into the Court Education Trust Fund, and  
4 shall transfer 50 cents to the Clerk of Court Operations  
5 Conference to fund clerk education. No additional fees,  
6 charges, or costs shall be added to the service charges  
7 imposed under this section, except as authorized by general  
8 law.

9 (4) Notwithstanding any law to the contrary, a board  
10 of county commissioners that imposed by ordinance increased  
11 fees or service charges under this section, s. 28.241, or s.  
12 34.041 for the purpose of securing payment of the principal of  
13 and interest on bonds issued by the county before July 1,  
14 2003, to finance state court facilities may impose by  
15 ordinance a surcharge of up to \$30 in excess of the fees or  
16 service charges set forth in this section. Such surcharge  
17 shall not be waived by the court. Revenue from the surcharge  
18 shall be used to pay the principal of and interest on the  
19 bonds until the date of stated maturity. The bonds may be  
20 refunded only if:

21 1. Savings will be realized on payments of debt  
22 service; and

23 2. The refunding bonds are scheduled to mature on the  
24 same date or before the bonds being refunded.

25 Section 51. Section 28.2402, Florida Statutes, is  
26 amended to read:

27 28.2402 Additional costs for performance of clerk  
28 court-related functions.--A filing fee of \$10 ~~The sum of \$200~~  
29 shall be assessed to a county or municipality when filing a  
30 county or municipal code or ordinance violation in court. The  
31 ~~\$200~~ fee shall be paid to the clerk of the circuit and county

1 court for performing court-related functions. No other filing  
2 fee may be assessed for filing the violation in court. When a  
3 person contests the violation in court, the court must assess  
4 \$40 in court costs against the nonprevailing party for deposit  
5 into the clerk's fine and forfeiture fund established pursuant  
6 to s. 142.01. The county or municipality prevails when there  
7 is a finding of violation to any count or lesser included  
8 offense of the charge.

9 Section 52. Section 28.241, Florida Statutes, as  
10 amended by section 32 of chapter 2003-402, Laws of Florida, is  
11 amended to read:

12 28.241 Filing fees and appearance fee for trial and  
13 appellate proceedings.--

14 (1)(a) The party instituting any civil action, suit,  
15 or proceeding in the circuit court shall pay to the clerk of  
16 that court a filing fee of up to \$250 in all cases in which  
17 there are not more than five defendants and an additional  
18 filing fee of up to \$2 for each defendant in excess of five.  
19 Of the first ~~\$55~~~~\$57.50~~ in filing fees, \$50 must be remitted  
20 by the clerk to the Department of Revenue for deposit into the  
21 General Revenue Fund and; \$5 must be remitted to the Clerk of  
22 Court Operations Conference; ~~and \$2.50 shall be paid to the~~  
23 ~~clerk for each civil action brought in circuit or county~~  
24 ~~court, to be remitted by the clerk to the Department of~~  
25 ~~Revenue for deposit into the Court Education Trust Fund.~~  
26 One-third of any filing fees collected by the clerk of the  
27 circuit court in excess of the first \$55~~\$57.50~~ shall be  
28 remitted to the Department of Revenue for deposit into the  
29 Department of Revenue Clerks of the Court Trust Fund. An  
30 additional filing fee of \$4 shall be paid to the clerk. The  
31 clerk shall transfer \$3.50 to the Department of Revenue for

1 deposit into the Court Education Trust Fund and shall transfer  
2 50 cents to the Clerk of Court Operations Conference to fund  
3 clerk education. An additional filing fee of up to \$15 shall  
4 be paid by the party seeking each severance that is granted.  
5 The clerk may impose an additional filing fee of up to \$75 for  
6 all proceedings of garnishment, attachment, replevin, and  
7 distress. Postal charges incurred by the clerk of the circuit  
8 court in making service by certified or registered mail on  
9 defendants or other parties shall be paid by the party at  
10 whose instance service is made. No additional fees, charges,  
11 or costs shall be added to the filing fees imposed under this  
12 section, except as authorized by general law.

13 (b) Notwithstanding any law to the contrary, a board  
14 of county commissioners that imposed by ordinance increased  
15 fees or service charges under s. 28.2401, this section, or s.  
16 34.041 for the purpose of securing payment of the principal of  
17 and interest on bonds issued by the county before July 1,  
18 2003, to finance state court facilities may impose by  
19 ordinance a surcharge of up to \$30 in excess of the fees or  
20 service charges set forth in this section. Such surcharge  
21 shall not be waived by the court. Revenue from the surcharge  
22 shall be used to pay the principal of and interest on the  
23 bonds until the date of stated maturity. The bonds may be  
24 refunded only if:

25 1. Savings will be realized on payments of debt  
26 service; and

27 2. The refunding bonds are scheduled to mature on the  
28 same date or before the bonds being refunded.

29 (c)(b) Except as provided in s. 28.345, a party  
30 reopening any civil action, suit, or proceeding in the circuit  
31 court shall pay to the clerk of court a filing fee set by the

1 clerk in an amount not to exceed \$50. For purposes of this  
2 section, a case is reopened when a case previously reported as  
3 disposed of is resubmitted to a court and includes petitions  
4 for modification of a final judgment of dissolution. A party  
5 is exempt from paying the fee for any of the following:

- 6 1. Writ of Garnishment;
- 7 2. Writ of Replevin;
- 8 3. Distress Writ;
- 9 4. Writ of Attachment;
- 10 5. Motion for rehearing filed within 10 days;
- 11 6. Motion for attorney's fees filed within 30 days of  
12 the entry of the judgment or final order;
- 13 7. Motion for dismissal filed after a mediation  
14 agreement has been filed;
- 15 8. Disposition of personal property without  
16 administration;
- 17 9. Any probate case prior to the discharge of a  
18 personal representative;
- 19 10. Any guardianship pleading prior to discharge;
- 20 11. Any mental health pleading;
- 21 12. Motions to withdraw by attorneys;
- 22 13. Motions exclusively for the enforcement of child  
23 support orders;
- 24 14. Petition for credit of child support;
- 25 15. Stipulations;
- 26 16. Responsive pleadings; or
- 27 17. Cases in which there is no initial filing fee.

28 (2) Upon the institution of any appellate proceeding  
29 from any lower inferior court to the circuit court of any such  
30 county, including appeals filed by a county or municipality as  
31 provided in s. 34.041(6), or from the circuit court to an



1 appellate court of the state, the clerk shall charge and  
2 collect from the party or parties instituting such appellate  
3 proceedings a filing fee not to exceed ~~service charge of up to~~  
4 \$250 for filing a notice of appeal from a lower ~~an inferior~~  
5 court, and \$50 ~~or~~ for filing a notice of appeal to a higher  
6 court. From the filing fee, \$50 must be remitted by the clerk  
7 to the Department of Revenue for deposit into the General  
8 Revenue Fund.

9 (3) A filing fee may not be imposed upon a party for  
10 responding by pleading, motion, or other paper to a civil or  
11 criminal action, suit, proceeding, or appeal in a circuit  
12 court.

13 (4) The fees prescribed in this section do not include  
14 the service charges required by law for the clerk as provided  
15 in s. 28.24 or by other sections of the Florida Statutes.  
16 Filing fees authorized by this section may not be added to any  
17 civil penalty imposed by chapter 316 or chapter 318.

18 (5) Filing fees for the institution or reopening of  
19 any civil action, suit, or proceeding in county court shall be  
20 charged and collected as provided in s. 34.041.

21 (6) From each attorney appearing pro hac vice, the  
22 clerk of the circuit court must collect a fee of \$100 for  
23 deposit into the General Revenue Fund.

24 Section 53. Section 28.245, Florida Statutes, as  
25 amended by section 33 of chapter 2003-2004, Laws of Florida,  
26 is amended to read:

27 28.245 Transmittal of funds to Department of Revenue;  
28 uniform remittance form required.--Notwithstanding any other  
29 provision of law, all moneys collected by the clerks of the  
30 court for subsequent distribution to a state agency or to the  
31 Supreme Court must be transmitted electronically to the

1 Department of Revenue for appropriate distribution. A uniform  
2 remittance form provided by the Department of Revenue  
3 detailing the specific amounts due each fund must accompany  
4 such submittal. All moneys collected by the clerks of court  
5 for remittance to any entity must be distributed pursuant to  
6 the law in effect at the time of collection.

7 Section 54. Section 28.246, Florida Statutes, is  
8 amended to read:

9 28.246 Payment of court-related fees, charges, and  
10 costs; partial payments; distribution of funds.--

11 (1) Beginning July 1, 2003, the clerk of the circuit  
12 court shall report the following information to the  
13 Legislature and the Clerk of Court Operations Conference on a  
14 form developed by the Department of Financial Services:

15 (a) The total amount of mandatory fees, services  
16 charges, and costs; the total amount actually assessed; the  
17 total amount discharged or waived; and the total amount  
18 collected.

19 (b) The ~~maximum~~ amount of discretionary fees, service  
20 charges, and costs ~~authorized; the total amount actually~~  
21 ~~assessed; the total amount discharged or waived;~~ and the total  
22 amount collected.

23 (c) The total amount of mandatory fines and other  
24 monetary penalties; the total amount assessed; the total  
25 amount discharged or waived; and the total amount collected.

26 (d) The ~~maximum~~ amount of discretionary fines and  
27 other monetary penalties; the total amount of discretionary  
28 fines and other monetary penalties assessed; the ~~total~~ amount  
29 discharged ~~or waived;~~ and the total amount collected.

30  
31

1 The clerk shall submit the report on a quarterly basis 30 days  
2 after the end of the quarter for the period from July 1, 2003,  
3 through June 30, 2004, and on an annual basis thereafter, 60  
4 days after the end of the county fiscal year. The clerk, in  
5 reporting the amount assessed, shall separately identify the  
6 amount assessed pursuant to s. 938.30 as community service;  
7 assessed by reducing the amount to a judgment or lien;  
8 satisfied by time served, or other. The form developed by the  
9 Chief Financial Officer shall include separate entries for  
10 recording these amounts.

11 (2) The clerk of the circuit court shall establish and  
12 maintain a system of accounts receivable for court-related  
13 fees, charges, and costs.

14 (3) Court costs, fines, and other dispositional  
15 assessments shall be enforced by the courts, collected by the  
16 clerks of the circuit and county courts, and disbursed in  
17 accordance with authorizations and procedures as established  
18 by general law. Each clerk of the circuit court shall enter  
19 into a payment plan with defendants determined to be indigent  
20 and demonstrating an inability to pay court-related fees,  
21 charges, and costs in full.

22 (4) The clerk of the circuit court shall accept  
23 partial payments for unpaid court-related fees, charges, and  
24 costs in accordance with the terms of an established payment  
25 plan.

26 (5) When receiving partial payment of fees, service  
27 charges, court costs, and fines, clerks shall distribute funds  
28 according to the following order of priority:

29 (a) That portion of fees, services charges, court  
30 costs, and fines payable to the clerk for the operations of  
31

1 the clerk and to be remitted to the state for deposit into the  
2 General Revenue Fund.

3 (b) That portion of fees, service charges, court  
4 costs, and fines payable to state trust funds, allocated on a  
5 pro rata basis among the various authorized funds if the total  
6 collection amount is insufficient to fully fund all such funds  
7 as provided by law.

8 (c) That portion of fees, service charges, court  
9 costs, and fines payable to counties, municipalities, or other  
10 local entities, allocated on a pro rata basis among the  
11 various authorized recipients if the total collection amount  
12 is insufficient to fully fund all such recipients as provided  
13 by law.

14  
15 To offset processing costs for partial payments, clerks may  
16 collect up to \$4 per month as a service charge from persons  
17 making partial payments. ~~retain up to 1 percent of all~~  
18 ~~collections of fees, service charges, court costs, and fines~~  
19 ~~payable to other entities, except where otherwise provided in~~  
20 ~~general law.~~

21 (6) A clerk of court may pursue the collection of any  
22 fees, fines, court costs, or other costs imposed by the court  
23 which remain unpaid for 90 days or more, or refer such  
24 collection to a private attorney who is a member in good  
25 standing of The Florida Bar or collection agent who is  
26 registered and in good standing pursuant to chapter 559. In  
27 pursuing the collection of such unpaid financial obligations  
28 through a private attorney or collection agent, the clerk of  
29 the court must determine this is cost-effective and follow  
30 applicable procurement practices. The cost of collection,  
31 including a reasonable attorney's fee, may be recovered by

1 adding the cost and fee to the balance owed, except that such  
2 fee and cost may not exceed 40 percent of the balance owed.

3 Section 55. Section 28.345, Florida Statutes, is  
4 amended to read:

5 28.345 Exemption from fees and  
6 charges.--Notwithstanding any other provision of this chapter  
7 or law to the contrary, state attorneys, ~~and~~ public defenders,  
8 capital collateral regional counsels, persons employed by the  
9 Statewide Office of Guardian Ad Litem, and judges are exempt  
10 from all fees and charges assessed by the clerks of the  
11 circuit courts.

12 Section 56. Subsection (2) of section 28.35, Florida  
13 Statutes, is amended to read:

14 28.35 Clerk of Court Operations Conference.--

15 (2) The duties of the conference shall include:

16 (a) Periodically recommending to the Legislature  
17 changes in the various court-related fines, fees, service  
18 charges, and cost schedules established by law to ensure  
19 reasonable and adequate funding of the clerks of the court in  
20 the performance of their court-related functions.

21 (b) Establishing a process for the review and approval  
22 of court-related proposed budgets submitted by clerks of the  
23 court pursuant to s. 28.36.

24 (c) Certifying to the Legislature, the Governor, the  
25 Chief Financial Officer, and the Department of Revenue which  
26 clerks of court will have court-related revenues insufficient  
27 to fund the anticipated court-related functions of their  
28 offices and the actions taken to resolve any deficits pursuant  
29 to s. 28.36.

30 (d) Developing and approving a system of performance  
31 accountability measurements and performance standards for each

1 clerk of the court. These measures must assess the fiscal  
2 management, efficient operations, and effective collection of  
3 fines, fees, service charges, and costs using data reported in  
4 s. 28.246 as well as other data.

5 ~~(c) Publishing a schedule of maximum fines, fees,~~  
6 ~~service charges, and costs that may be charged by a clerk of~~  
7 ~~the court for court related functions pursuant to general law~~  
8 ~~that reflects any adjustments based on changes in the Consumer~~  
9 ~~Price Index. Effective July 1, 2004, the schedule shall~~  
10 ~~reflect the maximum fines, fees, service charges, and costs~~  
11 ~~established by general law. The schedule may be adjusted on or~~  
12 ~~after October 1, 2005, and no more frequently than annually~~  
13 ~~thereafter, by the average percentage change in the Consumer~~  
14 ~~Price Index issued by the United States Department of Labor~~  
15 ~~since the last adjustment by the conference. Any adjustment to~~  
16 ~~the schedule authorized in this paragraph must be~~  
17 ~~affirmatively approved by a majority of the clerks of the~~  
18 ~~circuit courts before such adjustments may take effect.~~

19 Section 57. Section 28.36, Florida Statutes, is  
20 amended to read:

21 28.36 Budget review and approval procedure.--There is  
22 established a budget procedure for the court-related functions  
23 of the clerks of the court.

24 (1) For the period July 1, 2004, through September 30,  
25 2004, and for each county fiscal year ending September 30  
26 thereafter, each clerk of the court shall prepare a budget  
27 relating solely to the performance of the court-related  
28 functions.

29 (2) Each proposed budget shall conform to the  
30 following requirements:  
31

1           (a) On May 1, 2004, for the fiscal period of July 1,  
2 2004, through September 30, 2004, and on or before August 1  
3 for each fiscal year thereafter, the proposed budget shall be  
4 prepared, summarized, and submitted by the clerk in each  
5 county to the Clerk of Court Operations Conference in the  
6 manner and form prescribed by the conference. The proposed  
7 budget must provide detailed information on the anticipated  
8 revenues available and expenditures necessary for the  
9 performance of the court-related functions of the clerk's  
10 office for the county fiscal year beginning the following  
11 October 1.

12           (b) The proposed budget must be balanced, such that  
13 the total of the estimated revenues available must equal or  
14 exceed the total of the anticipated expenditures. These  
15 revenues include the following: cash balances brought forward  
16 from the prior fiscal period; revenue projected to be received  
17 from fines, fees, service charges, and costs for court-related  
18 services during the fiscal period covered by the budget; and  
19 supplemental revenue that may be requested pursuant to  
20 subsection (3); ~~and the contingency reserve authorized in~~  
21 ~~paragraph (c)~~. The anticipated expenditures must be itemized  
22 as required by the Clerk of Court Operations Conference.

23           (c) The proposed budget may include a contingency  
24 reserve not to exceed 10 percent of the total budget.

25           (3) If a clerk of the court estimates that available  
26 funds plus projected revenues from fines, fees, service  
27 charges, and costs for court-related services are insufficient  
28 to meet the anticipated expenditures for the court-related  
29 functions performed by his or her office, the clerk must  
30 report the revenue budget deficit to the Clerk of Court  
31 Operations Conference in the manner and form prescribed by the

1 conference. The conference shall determine whether the clerk  
2 is meeting his or her performance standards for the current  
3 year relating to fiscal management, efficient operations, and  
4 the effective collection of fines, fees, service charges, and  
5 costs.

6 (a) If the conference determines that a clerk is  
7 meeting his or her performance standards for fiscal  
8 management; efficient operations; and effective collection of  
9 fines, fees, service charges, and costs~~+~~ and a revenue deficit  
10 is projected, that clerk shall increase all fines, fees,  
11 service charges, and costs to the maximum amounts specified by  
12 law or the amount necessary to resolve the deficit, whichever  
13 is less. If, after increasing such fines, fees, service  
14 charges, and costs, a revenue ~~budget~~ deficit is still  
15 projected, the conference ~~may shall~~ certify a revenue deficit  
16 pursuant to paragraph (b) and notify the Department of Revenue  
17 that that clerk is authorized to retain revenues, in an amount  
18 necessary to fully fund the projected revenue deficit, which  
19 he or she would otherwise be required to remit to the  
20 Department of Revenue for deposit into the Department of  
21 Revenue Clerks of the Court Trust Fund pursuant to s. 28.37.  
22 If a revenue ~~budget~~ deficit is projected after retaining all  
23 of the collections from court-related fines, fees, service  
24 charges, and costs, the conference ~~may shall~~ certify the  
25 revenue deficit amount to the Chief Financial Officer,  
26 pursuant to paragraph (b). An amount equal to the revenue  
27 deficit is ~~hereby~~ appropriated each year from the Department  
28 of Revenue Clerks of the Court Trust Fund, without further  
29 legislative action, period after period, until altered or  
30 revoked by the Legislature. The Department of Revenue is  
31 directed to make a monthly distribution of equal amounts to



1 each clerk certified to have a revenue deficit until the Clerk  
2 of Court Operations Conference certifies a different amount to  
3 be distributed pursuant to paragraph (b).

4 (b) The Clerk of Court Operations Conference shall  
5 make the revenue deficit certifications authorized in  
6 paragraph (a) to the Department of Revenue no later than  
7 September 15 of each year for the county fiscal year beginning  
8 on the following October 1. Changes to the certifications may  
9 be made by the Clerk of Court Operations Conference as needed  
10 during any county fiscal year when revenues supporting a  
11 clerk's budget are projected to be less than the amount  
12 previously assumed by the conference in approving a clerk's  
13 budget.

14 (c)(b) The Clerk of Court Operations Conference shall  
15 notify the Governor, the President of the Senate, and the  
16 Speaker of the House of Representatives prior to taking  
17 actions specified in this subsection. The notification must  
18 ~~shall~~ include a certification by the conference that all of  
19 the conditions in this subsection have been met.

20 (4) The Clerk of Court Operations Conference must  
21 approve the court-related budget for each clerk in the state,  
22 and shall certify to the Legislature by October 15 of each  
23 year, the proposed budget amount approved for each clerk's  
24 budget; the revenue projection supporting each clerk's budget;  
25 each clerk who must retain some or all of the state's share of  
26 fines, fees, service charges, and costs; the amount to be paid  
27 from the Department of Revenue Clerks of the Court Trust Fund  
28 to each clerk; and the performance measures and standards  
29 approved by the conference for each clerk.

30 (5)(a) For the county fiscal year October 1, 2004,  
31 through September 30, 2005, the maximum annual budget amount

1 that may be authorized by the Clerk of Court Operations  
2 Conference for each clerk may not exceed 103 percent of the  
3 clerk's estimated ~~actual~~ expenditures for the prior county  
4 fiscal year for court-related functions that are required by  
5 law effective July 1, 2004, plus the estimated reasonable and  
6 necessary costs of new functions required by law which are not  
7 reflected in prior-year expenditures. ~~The conference shall use~~  
8 ~~the clerk's actual expenditures for the prior county fiscal~~  
9 ~~year for court related functions as reported by the Chief~~  
10 ~~Financial Officer based on the county financial reporting~~  
11 ~~required under s. 218.32.~~

12 (b) For the county fiscal year 2005-2006, the maximum  
13 budget amount that may be authorized by the conference for  
14 each clerk budget shall be the approved budget for county  
15 fiscal year 2004-2005 adjusted by the projected percentage  
16 change in revenue from fines, fees, service charges, and costs  
17 for court-related services between the county fiscal years  
18 2004-2005 and 2005-2006.

19 (c) For the county fiscal years 2006-2007 and  
20 thereafter, the maximum budget amount that may be authorized  
21 by the conference for each clerk shall be established by first  
22 rebasing the prior fiscal year budget to reflect the actual  
23 percentage change in the prior fiscal year revenue from fines,  
24 fees, service charges, and costs for court-related services  
25 and then adjusting the rebased prior fiscal year budget by the  
26 projected percentage change in revenue from fines, fees,  
27 service charges, and costs for court-related services for the  
28 proposed budget year. The rebasing calculations and maximum  
29 annual budget calculations shall be as follows:

30 1. For county fiscal year 2006-2007, the approved  
31 budget for county fiscal year 2004-2005 shall be adjusted for

1 the actual percentage change in revenue from fines, fees,  
2 service charges, and costs for court-related services between  
3 the two 12-month periods ending June 30, 2005, and June 30,  
4 2006. This result is the rebased budget for the county fiscal  
5 year 2005-2006. Then the rebased budget for the county fiscal  
6 year 2005-2006 shall be adjusted by the projected percentage  
7 change in revenue from fines, fees, service charges, and costs  
8 for court-related services between the county fiscal years  
9 2005-2006 and 2006-2007. This result shall be the maximum  
10 annual budget amount that may be authorized by the conference  
11 for each clerk for the county fiscal year 2006-2007.

12         2. For county fiscal year 2007-2008, the rebased  
13 budget for county fiscal year 2005-2006 shall be adjusted for  
14 the actual percentage change in revenue from fines, fees,  
15 service charges, and costs for court-related services between  
16 the two 12-month periods ending June 30, 2006, and June 30,  
17 2007. This result is the rebased budget for the county fiscal  
18 year 2006-2007. The rebased budget for county fiscal year  
19 2006-2007 shall be adjusted by the projected percentage change  
20 in revenue from fines, fees, service charges, and costs for  
21 court-related services between the county fiscal years  
22 2006-2007 and 2007-2008. This result shall be the maximum  
23 annual budget amount that may be authorized by the conference  
24 for each clerk budget for county fiscal year 2007-2008.

25         3. For county fiscal years 2008-2009 and thereafter,  
26 the maximum budget amount that may be authorized by the  
27 conference for each clerk budget shall be calculated as the  
28 rebased budget for the prior county fiscal year adjusted by  
29 the projected percentage change in revenues from fines, fees,  
30 service charges, and costs for court-related services between  
31 the prior county fiscal year and the county fiscal year for

1 | which the maximum budget amount is being authorized. The  
2 | rebased budget for the prior county fiscal year shall always  
3 | be calculated by adjusting the rebased budget for the year  
4 | preceding the prior county fiscal year by the actual  
5 | percentage change in revenues from fines, fees, service  
6 | charges, and costs for court-related services between the  
7 | 12-month period ending June 30 of the year preceding the prior  
8 | county fiscal year and the 12-month period ending June 30 of  
9 | the prior county fiscal year.

10 |         (6) The Clerk of Court Operations Conference may  
11 | submit proposed legislation to the Governor, the President of  
12 | the Senate, and the Speaker of the House of Representatives no  
13 | later than November 1 in any year for approval of clerk budget  
14 | request amounts exceeding the restrictions in this section for  
15 | the following October 1. If proposed legislation is  
16 | recommended, the conference shall also submit supporting  
17 | justification with sufficient detail to identify the specific  
18 | proposed expenditures that would cause the limitations to be  
19 | exceeded for each affected clerk and the estimated fiscal  
20 | impact on state revenues.

21 |         Section 58. Section 28.37, Florida Statutes, is  
22 | amended to read:

23 |         28.37 Fines, fees, service charges, and costs remitted  
24 | to the state.--

25 |         (1) Pursuant to s. 14(b), Art. V of the State  
26 | Constitution, selected salaries, costs, and expenses of the  
27 | state courts system and court-related functions shall be  
28 | funded from a portion of the revenues derived from statutory  
29 | fines, fees, service charges, and costs collected by the  
30 | clerks of the court.

31 |

1           (2) Beginning August 1, 2004, except as otherwise  
2 provided in ss. 28.241 and 34.041, one-third of all fines,  
3 fees, service charges, and costs collected by the clerks of  
4 the court during the prior month for the performance of  
5 court-related functions shall be remitted to the Department of  
6 Revenue for deposit in the Department of Revenue Clerks of the  
7 Court Trust Fund. These collections do not include funding  
8 received for the operation of the Title IV-D child support  
9 collections and disbursement program. The clerk of the court  
10 shall remit the revenues collected during the prior month due  
11 to the state on or before the 20th ~~5th~~ day of each month. The  
12 Department of Revenue shall make a monthly transfer of the  
13 funds in the Department of Revenue Clerks of the Court Trust  
14 Fund which ~~that~~ are not needed to resolve clerk of the court  
15 budget deficits, as specified in s. 28.36, to the General  
16 Revenue Fund.

17           (3) For the period of October 1, 2003, to June 30,  
18 2004, those clerks operating as fee officers for court-related  
19 services shall determine the amount of fees collected and  
20 expenses generated for court-related services. Any excess fees  
21 generated during this period shall be remitted to the county.  
22 Any deficit experienced by the clerk for court-related  
23 services during the period from October 1, 2003, to June 30,  
24 2004, shall be funded by the county.

25           ~~(4)~~(3) Beginning January 1, 2005, for the period July  
26 1, 2004, through September 30, 2004, and each January 1  
27 thereafter for the preceding county fiscal year of October 1  
28 through September 30, the clerk of the court must remit to the  
29 Department of Revenue for deposit in the General Revenue Fund  
30 the cumulative excess of all statutory fines, fees, service  
31 charges, and costs collected for the clerk's court-related

1 functions over the amount needed to meet the approved budget  
2 amounts established under s. 28.36.

3       ~~(5)(4)~~ The Department of Revenue shall adopt rules  
4 governing the remittance of the funds to be transferred to the  
5 General Revenue Fund under this section and, the required  
6 forms and procedures, ~~and penalties for failure to comply~~. The  
7 department shall collect any funds that the Clerk of Court  
8 Operations Conference determines upon investigation were due  
9 on January 1 but not remitted to the department.

10       Section 59. Section 29.005, Florida Statutes, as  
11 amended by section 41 of chapter 2003-402, Laws of Florida, is  
12 amended to read:

13       29.005 State attorneys' offices and prosecution  
14 expenses.--For purposes of implementing s. 14, Art. V of the  
15 State Constitution, the elements of the state attorneys'  
16 offices to be provided from state revenues appropriated by  
17 general law are as follows:

18       (1) The state attorney of each judicial circuit and  
19 assistant state attorneys and other staff as determined by  
20 general law.

21       (2) Reasonable court reporting and transcription  
22 services necessary to meet constitutional or statutory  
23 requirements, including the cost of transcribing and copying  
24 depositions of witnesses and the cost of foreign language and  
25 sign-language interpreters and translators.

26       (3) Witnesses, including expert witnesses, summoned to  
27 appear for an investigation, preliminary hearing, or trial in  
28 ~~any a criminal~~ case when the witnesses are summoned by a state  
29 attorney, and any other expert witnesses required in a court  
30 hearing by law or whom the state attorney deems necessary for  
31 the performance of his or her duties.

1           ~~(4)~~ Mental health professionals appointed pursuant to  
2 ~~s. 394.473 and required in a court hearing involving an~~  
3 ~~indigent, and mental health professionals appointed pursuant~~  
4 ~~to s. 916.115(2) and required in a court hearing involving an~~  
5 ~~indigent.~~

6           ~~(4)~~~~(5)~~ Reasonable transportation services in the  
7 performance of constitutional and statutory responsibilities.  
8 Motor vehicles provided by counties to state attorneys as of  
9 July 1, 2003, and any additional vehicles provided to state  
10 attorneys during the 2003-2004 fiscal year shall be  
11 transferred by title to the state effective July 1, 2004.

12           ~~(5)~~~~(6)~~ Travel expenses reimbursable under s. 112.061  
13 reasonably necessary in the performance of constitutional and  
14 statutory responsibilities.

15           ~~(6)~~~~(7)~~ Reasonable library and electronic legal  
16 research services, other than a public law library.

17           ~~(7)~~~~(8)~~ Reasonable pretrial consultation fees and  
18 costs.

19           Section 60. Section 29.0051, Florida Statutes, is  
20 created to read:

21           29.0051 Prosecution expenses for the Office of  
22 Statewide Prosecution.--For purposes of implementing s. 14,  
23 Art. V of the State Constitution, the elements of prosecution  
24 expenses for the Office of Statewide Prosecution to be  
25 provided from state revenues appropriated by general law are  
26 as follows:

27           (1) Trial expenses of the staff of the Office of  
28 Statewide Prosecution, as determined by general law.

29           (2) Reasonable court reporting and transcription  
30 services necessary to meet constitutional or statutory  
31 requirements, including the cost of transcribing and copying

1 depositions of witnesses and the cost of foreign language and  
2 sign-language interpreters and translators.

3 (3) Witnesses, including expert witnesses, summoned to  
4 appear for an investigation, preliminary hearing, or trial in  
5 any criminal case when the witnesses are summoned by a  
6 statewide prosecutor, and any other expert witnesses required  
7 in a court hearing by law or whom the statewide prosecutor  
8 deems necessary for the performance of his or her duties.  
9 Consistent with governing statutory provisions, these expenses  
10 shall include witness travel, lodging, and per diem expenses,  
11 as well as expert witness fees.

12 Section 61. Section 29.006, Florida Statutes, as  
13 amended by section 42 of chapter 2003-403, Laws of Florida, is  
14 amended to read:

15 29.006 Public defenders and indigent defense  
16 costs.--For purposes of implementing s. 14, Art. V of the  
17 State Constitution, the elements of the public defenders'  
18 offices to be provided from state revenues appropriated by  
19 general law are as follows:

20 (1) The public defender of each judicial circuit and  
21 assistant public defenders and other staff as determined by  
22 general law.

23 (2) Reasonable court reporting and transcription  
24 services necessary to meet constitutional or statutory  
25 requirements, including the cost of transcribing and copying  
26 depositions of witnesses and the cost of foreign language and  
27 sign-language interpreters and translators.

28 (3) Witnesses, including expert witnesses, summoned to  
29 appear for an investigation, preliminary hearing, or trial in  
30 any a-criminal case when the witnesses are summoned on behalf  
31 of an indigent defendant, and any other expert witnesses



1 required in a court hearing by law or whomever the public  
2 defender deems necessary for the performance of his or her  
3 duties approved by the court.

4 ~~(4) Mental health professionals appointed pursuant to~~  
5 ~~s. 394.473 and required in a court hearing involving an~~  
6 ~~indigent, and mental health professionals appointed pursuant~~  
7 ~~to s. 916.115(2) and required in a court hearing involving an~~  
8 ~~indigent.~~

9 ~~(4)(5)~~ Reasonable transportation services in the  
10 performance of constitutional and statutory responsibilities.  
11 Motor vehicles provided by counties to public defenders as of  
12 July 1, 2003, and any additional vehicles provided to public  
13 defenders during the 2003-2004 fiscal year shall be  
14 transferred by title to the state effective July 1, 2004.

15 ~~(5)(6)~~ Travel expenses reimbursable under s. 112.061  
16 reasonably necessary in the performance of constitutional and  
17 statutory responsibilities.

18 ~~(6)(7)~~ Reasonable library and electronic legal  
19 research services, other than a public law library.

20 ~~(7)(8)~~ Reasonable pretrial consultation fees and  
21 costs.

22 Section 62. Subsections (4), (6), and (7) of section  
23 29.007, Florida Statutes, as amended by section 43 of chapter  
24 2003-402, Laws of Florida, are amended to read:

25 29.007 Court-appointed counsel.--For purposes of  
26 implementing s. 14, Art. V of the State Constitution, the  
27 elements of court-appointed counsel to be provided from state  
28 revenues appropriated by general law are as follows:

29 (4) Witnesses, including expert witnesses, summoned to  
30 appear for an investigation, preliminary hearing, or trial in  
31 a case when the witnesses are summoned on behalf of an

1 indigent, and any other expert witnesses required in a court  
2 hearing by law or whomever the private court-appointed  
3 attorney deems necessary for the performance of his or her  
4 duties ~~approved by the court.~~

5 (6) Reasonable pretrial consultation fees and costs in  
6 accordance with the policies of the respective circuit Article  
7 V indigent services committees.

8 (7) Travel expenses reimbursable under s. 112.061  
9 reasonably necessary in the performance of constitutional and  
10 statutory responsibilities and in accordance with the policies  
11 of the respective circuit Article V indigent services  
12 committees.

13 Section 63. Subsections (1) and (3) of section 29.008,  
14 Florida Statutes, as amended by section 45 of chapter  
15 2003-402, Laws of Florida, are amended to read:

16 29.008 County funding of court-related functions.--

17 (1) Counties are required by s. 14, Art. V of the  
18 State Constitution to fund the cost of communications  
19 services, existing radio systems, existing multiagency  
20 criminal justice information systems, and the cost of  
21 construction or lease, maintenance, utilities, and security of  
22 facilities for the circuit and county courts, public  
23 defenders' offices, state attorneys' offices, and the offices  
24 of the clerks of the circuit and county courts performing  
25 court-related functions. For purposes of implementing these  
26 requirements, the term:

27 (a) "Facility" means reasonable and necessary  
28 buildings and space, structures, real estate, easements, and  
29 related interests in real estate, including, but not limited  
30 to, those for the purpose of housing personnel, equipment, or  
31 functions of the circuit or county courts, public defenders'

1 offices, state attorneys' offices, and court-related functions  
2 of the office of the clerks of the circuit and county courts  
3 and all storage. The term also includes access to parking for  
4 such facilities in connection with such court-related  
5 functions that may be available free or from a private  
6 provider or a local government for a fee. The office space  
7 provided by a county may not be less than the standards for  
8 space allotment adopted by the Department of Management  
9 Services. County funding must include physical modifications  
10 and improvements to all facilities as are required for  
11 compliance with the Americans with Disabilities Act. Upon  
12 mutual agreement of a county and the affected entity in this  
13 paragraph, the office space provided by the county may vary  
14 from the standards for space allotment adopted by the  
15 Department of Management Services. This section applies only  
16 to facilities that are leased, or on which construction  
17 commences, after June 30, 2003.

18 (b)1. "Construction or lease" includes, but is not  
19 limited to, all reasonable and necessary costs of the  
20 acquisition or lease of facilities, equipment, and furnishings  
21 for all judicial officers, staff, jurors, volunteers of a  
22 tenant agency, and the public for the circuit and county  
23 courts, the public defenders' offices, state attorneys'  
24 offices, Statewide Office of Guardian Ad Litem as was  
25 provided, at a minimum, during state fiscal year 2003-2004,  
26 and for performing the court-related functions of the offices  
27 of the clerks of the circuit and county courts. This includes  
28 expenses related to financing such facilities and the existing  
29 and future cost and bonded indebtedness associated with  
30 placing the facilities in use.

31

1           2. As of July 1, 2005, equipment and furnishings shall  
2 be limited to that appropriate and customary for courtrooms,  
3 jury facilities, and other public areas in courthouses,  
4 including facilities occupied by the courts, state attorneys,  
5 and public defenders.

6           3. Equipment and furnishings under this paragraph in  
7 existence and owned by counties on July 1, 2005, for areas  
8 other than courtrooms, jury facilities, ~~and~~ other public areas  
9 in courthouses, including facilities occupied by the courts,  
10 state attorneys, and public defenders, and the offices of the  
11 clerk of the court, shall be transferred to the state at no  
12 charge. This provision does not apply to any  
13 telecommunications infrastructure, computer systems, and  
14 equipment, including computer hardware and software, modems,  
15 printers, wiring, networks, and network connections provided  
16 by the county.

17           (c) "Maintenance" includes, but is not limited to, all  
18 reasonable and necessary costs of custodial and groundskeeping  
19 services and renovation and reconstruction as needed to  
20 accommodate functions for the circuit and county courts, the  
21 public defenders' offices, and state attorneys' offices and  
22 for performing the court-related functions of the offices of  
23 the clerks of the circuit and county court and for maintaining  
24 the facilities in a condition appropriate and safe for the use  
25 intended.

26           (d) "Utilities" means all electricity services for  
27 light, heat, and ~~or~~ power; natural or manufactured gas  
28 services for light, heat, and ~~or~~ power; water and wastewater  
29 services and systems, stormwater or runoff services and  
30 systems, sewer services and systems, all costs or fees  
31 associated with these services and systems, and any costs or

1 fees associated with the mitigation of environmental impacts  
2 directly related to the facility.

3 (e) "Security" includes but is not limited to, all  
4 reasonable and necessary costs of services of law enforcement  
5 officers or licensed security guards and all electronic,  
6 cellular, or digital monitoring and screening devices  
7 necessary to ensure the safety and security of all persons  
8 visiting or working in a facility; to provide for security of  
9 the facility, including protection of property owned by the  
10 county or the state; and for security of prisoners brought to  
11 any facility. This includes bailiffs while providing courtroom  
12 and other security for each judge and other quasi-judicial  
13 officers.

14 (f) "Communications services" are defined as any  
15 reasonable and necessary transmission, emission, and reception  
16 of signs, signals, writings, images, and sounds of  
17 intelligence of any nature by wire, radio, optical, or other  
18 electromagnetic systems and includes all facilities and  
19 equipment owned, leased, or used by judges, clerks, public  
20 defenders, state attorneys, and all staff of the state courts  
21 system, state attorneys' offices, public defenders' offices,  
22 and clerks of the circuit and county courts performing  
23 court-related functions. Such system or services shall  
24 include, but not be limited to:

25 1. Telephone system infrastructure, including computer  
26 lines, telephone switching equipment, facsimile machines,  
27 wireless communications, cell phones, pagers, video  
28 conferencing equipment, line charges, and maintenance. Each  
29 county shall continue to provide access to a local carrier for  
30 local and long distance service and shall pay toll charges for  
31 ~~the~~ local and long distance service. Telephone equipment, not

1 defined as telephone infrastructure, including facsimile and  
2 video teleconferencing equipment, owned by the counties shall  
3 be transferred to the state at no charge, effective July 1,  
4 2004.

5           2. All computer systems and equipment, including  
6 computer hardware and software, modems, printers, multi-task  
7 equipment that can be used as printers, wiring, networks,  
8 network connections, maintenance, support staff or services,  
9 including any county-funded support staff located in the  
10 offices of the circuit and county courts, state attorneys, and  
11 public defenders, training, supplies, and line charges  
12 necessary for an integrated computer system to support the  
13 operations and management of the state courts system, the  
14 offices of the public defenders, the offices of the state  
15 attorneys, and the offices of the clerks of the circuit and  
16 county courts and the capability to connect those entities and  
17 reporting data to the state as required for the transmission  
18 of revenue, performance accountability, case management, data  
19 collection, budgeting, and auditing purposes. The integrated  
20 computer system shall be operational by January 1, 2006, and,  
21 at a minimum, must be able to electronically exchange judicial  
22 case background, sentencing guidelines and scoresheets, and  
23 video evidence information stored in integrated case  
24 management systems over secure networks.

25           3. Courier messenger and subpoena services.

26           4. Auxiliary aids and services for qualified  
27 individuals with a disability which are necessary to ensure  
28 access to the courts. Such auxiliary aids and services  
29 include, but are not limited to, sign-language interpretation  
30 for persons for whom the provision of such services may be  
31 needed but which services are not required to be provided by

1 the state pursuant to s. 29.004, real-time transcription  
2 services for individuals who are hearing impaired, and  
3 assistive listening devices and the equipment necessary to  
4 implement such accommodations.

5 (g) "Existing radio systems" includes, but is not  
6 limited to, law enforcement radio systems that are used by the  
7 circuit and county courts, the offices of the public  
8 defenders, the offices of the state attorneys, and for  
9 court-related functions of the offices of the clerks of the  
10 circuit and county courts. This includes radio systems that  
11 were operational or under contract at the time Revision No. 7,  
12 1998, to Art. V of the State Constitution was adopted and any  
13 enhancements made thereafter, the maintenance of those  
14 systems, and the personnel and supplies necessary for  
15 operation.

16 (h) "Existing multiagency criminal justice information  
17 systems" includes, but is not limited to, those components of  
18 the multiagency criminal justice information system as defined  
19 in s. 943.045, supporting the offices of the circuit or county  
20 courts, the public defenders' offices, the state attorneys'  
21 offices, or those portions of the offices of the clerks of the  
22 circuit and county courts performing court-related functions  
23 that are used to carry out the court-related activities of  
24 those entities. This includes upgrades and maintenance of the  
25 current equipment, maintenance and upgrades of supporting  
26 technology infrastructure and associated staff, and services  
27 and expenses to assure continued information sharing and  
28 reporting of information to the state. The counties shall also  
29 provide additional information technology services, hardware,  
30 and software as needed for new judges and staff of the state  
31 courts system, state attorneys' offices, public defenders'

1 offices, and the offices of the clerks of the circuit and  
2 county courts performing court-related functions.

3 (3) The following shall be considered a local  
4 requirement pursuant to subparagraph (2)(a)1.:

5 (a) Legal aid programs funded pursuant to s. 939.18.

6 If the court assesses the additional court cost, the revenue  
7 shall be used to fund to the extent possible legal aid  
8 programs at a level equal to or greater than the amount  
9 provided from filing fees and service charges to legal aid  
10 programs during October 1, 2002, to September 30, 2003.

11 ~~Counties with a population of less than 75,000 are exempt from~~  
12 ~~this requirement.~~

13 (b) Alternative sanctions coordinators pursuant to ss.  
14 984.09 and 985.216.

15 (c) Public law libraries reasonably accessible to the  
16 public.

17 Section 64. Section 29.0085, Florida Statutes, is  
18 created to read:

19 29.0085 Judicial Information Integration Competency  
20 Center; steering committee; workgroups.--

21 (1) JUDICIAL INFORMATION INTEGRATION COMPETENCY  
22 CENTER.--

23 (a) Effective July 1, 2004, there is created the  
24 Judicial Information Integration Competency Center, which  
25 shall be administratively housed in the Justice Administrative  
26 Commission. The center shall consist of a steering committee,  
27 a data requirements workgroup, and a data network integration  
28 workgroup.

29 (b) The Judicial Information Integration Competency  
30 Center shall provide to the Legislature recommendations for  
31 meeting the requirements of s. 29.008(1)(f)2., relating to



1 integrated computer systems that support the operations and  
2 management of the state courts system and that provide  
3 appropriate legislative reports. The Judicial Information  
4 Integration Competency Center shall recommend for the state  
5 courts system principles and requirements for minimal  
6 horizontal data integration within any given judicial circuit  
7 and minimal vertical data integration across judicial circuits  
8 and with state entities; standards and protocols needed for  
9 data integration; and strategies for achieving statewide  
10 vertical data integration. Standards should be recommended for  
11 each major type of case processed by the court system,  
12 including, but not limited to, criminal, civil, juvenile,  
13 probate, mental health, family, drug, and traffic cases.

14 (c) As used in this section, the term "state courts  
15 system" means the Supreme Court, district courts of appeal,  
16 circuit courts, county courts, offices of public defender,  
17 offices of state attorney, and clerks of the circuit court.

18 (2) COMPOSITION AND DUTIES OF THE STEERING  
19 COMMITTEE.--

20 (a) The steering committee shall be composed of seven  
21 members as follows:

22 1. The Chief Justice of the Supreme Court, or his or  
23 her designee, who shall serve as the chair;

24 2. A state attorney, appointed by the Florida  
25 Prosecuting Attorneys Association;

26 3. A public defender, appointed by the Florida Public  
27 Defender Association;

28 4. A court clerk, appointed by the Florida Association  
29 of Court Clerks;

30 5. A county commissioner, appointed by the Florida  
31 Association of Counties;

1           6. A sheriff, appointed by the Florida Sheriff's  
2 Association; and

3           7. The Executive Director of the Department of Law  
4 Enforcement or his or her designee.

5           (b) Members of the steering committee shall be  
6 appointed for 1-year terms, except for an appointment to fill  
7 an unexpired term, in which event the appointment shall be for  
8 the remainder of the unexpired term. In the case where a  
9 member must hold office to be qualified for membership on the  
10 steering committee, the member's term on the steering  
11 committee shall expire upon failure to maintain the office.

12           (c) The steering committee shall:

13           1. Adopt a charter that defines the major objectives,  
14 activities, and deliverables necessary to implement only the  
15 requirements of this section.

16           2. Adopt a work process that specifies how information  
17 and reports from the workgroups will be collected and how  
18 integration issues will be raised for analysis and  
19 consideration.

20           3. Define, oversee, and approve the activities and  
21 subsequent work products of the data requirements workgroup  
22 and the data network integration workgroup.

23           4. Assimilate and review the information and reports  
24 of the data requirements workgroup and the data network  
25 integration workgroup and provide a comprehensive report with  
26 policy, operational, and fiscal recommendations to the  
27 Governor, the President of the Senate, the Speaker of the  
28 House of Representatives, and the Chief Justice of the Supreme  
29 Court by January 1, 2005.

30           (d) The steering committee shall hold its initial  
31 meeting no later than July 15, 2004, and shall subsequently

1 meet at the call of the chair. At its initial meeting, the  
2 steering committee shall elect a member to serve as vice chair  
3 and complete its duties specified in subparagraphs (c)1. and  
4 2.

5 (e) Steering committee members shall serve without  
6 compensation but are entitled to reimbursement for expenses  
7 incurred in carrying out their duties as provided in s.  
8 112.061. Members who are public officers shall be reimbursed  
9 through the budget entity through which they are compensated.

10 (3) COMPOSITION AND DUTIES OF THE DATA REQUIREMENTS  
11 WORKGROUP.--

12 (a) The data requirements workgroup shall be composed  
13 of eighteen members. To the extent possible, members appointed  
14 should represent a cross-section of small, medium, and large  
15 judicial circuits and court divisions, should be knowledgeable  
16 concerning applicable business functions and related data  
17 processing requirements, and shall be appointed as follows:

18 1. The Chief Justice of the Supreme Court shall  
19 appoint three members;

20 2. The Florida Prosecuting Attorneys Association shall  
21 appoint three members;

22 3. The Florida Public Defender Association shall  
23 appoint three members;

24 4. The Florida Association of Court Clerks shall  
25 appoint three members;

26 5. The Florida Association of Counties shall appoint  
27 three members; and

28 6. The Florida Sheriff's Association shall appoint  
29 three members.

30 (b) Members of the data requirements workgroup shall  
31 be appointed for 1-year terms, except for an appointment to

1 fill an unexpired term, in which event the appointment shall  
2 be for the remainder of the unexpired term. In the case where  
3 a member must hold office to be qualified for membership, the  
4 member's term shall expire upon failure to maintain the  
5 office.

6 (c) The data requirements workgroup shall be  
7 responsible for identifying the minimum data elements needed  
8 by all state court system entities to conduct business  
9 transactions and the security and access requirements needed  
10 to achieve horizontal intracircuit data integration and  
11 vertical statewide data integration. For purposes of the  
12 workgroup's efforts, integration shall be defined to mean  
13 providing authorized users of the state courts system, the  
14 Legislature, and agencies within the executive branch access  
15 to data reasonably required for performing official duties,  
16 regardless of where that data is maintained. Such access must  
17 comply with all federal and state laws defining and  
18 establishing the access restrictions relating to such data,  
19 including confidentiality requirements and security protocols  
20 and standards. However, the workgroup may recommend changes to  
21 such state laws as deemed necessary to comply with the  
22 requirements of this section.

23 (d) The data requirements workgroup shall consider how  
24 existing systems or strategies implemented to date or being  
25 implemented may be used to facilitate the sharing of data  
26 within the state courts system and to meet legislative  
27 reporting requirements. Such existing systems or strategies  
28 may include, but are not limited to:

29 1. The summary reporting system established pursuant  
30 to s. 25.075;  
31

1           2. The traffic citation accounting and transmission  
2 system established pursuant to s. 318.18;

3           3. The offender-based transaction system established  
4 pursuant to s. 943.05;

5           4. Case management systems, such as the clerks of  
6 court comprehensive case information system and the public  
7 defenders and state attorneys STAC system; and

8           5. Case management information systems developed by  
9 the judicial circuits or counties.

10           (e) The data requirements workgroup shall provide to  
11 the steering committee its recommendations based upon the  
12 following schedule:

13           1. By October 31, 2004, those requirements of the  
14 state courts system identified by the courts, the public  
15 defenders, the state attorneys, the clerks of the court, the  
16 counties, and the sheriffs; and

17           2. By December 1, 2004, those requirements of state  
18 agencies identified by such agencies, including, but not  
19 limited to, the Department of Law Enforcement, the Department  
20 of Corrections, the Department of Children and Family  
21 Services, the Department of Juvenile Justice, and the  
22 Department of Highway Safety and Motor Vehicles.

23           (f) Members of the data requirements workgroup shall  
24 serve without compensation but are entitled to reimbursement  
25 for expenses incurred in carrying out their duties as provided  
26 in s. 112.061. Members who are public officers shall be  
27 reimbursed through the budget entity through which they are  
28 compensated.

29           (4) COMPOSITION AND DUTIES OF THE DATA NETWORK  
30 INTEGRATION WORKGROUP.--  
31

1       (a) The data network integration workgroup shall be  
2 composed of eighteen members. To the extent possible, members  
3 appointed should represent a cross-section of small, medium,  
4 and large judicial circuits and court divisions; be  
5 knowledgeable concerning information system networks and  
6 infrastructure within his or her judicial circuit; and be  
7 appointed as follows:

8           1. The Chief Justice of the Supreme Court shall  
9 appoint three members;

10           2. The Florida Prosecuting Attorneys Association shall  
11 appoint three members;

12           3. The Florida Public Defender Association shall  
13 appoint three members;

14           4. The Florida Association of Court Clerks shall  
15 appoint three members;

16           5. The Florida Association of Counties shall appoint  
17 three members; and

18           6. The Florida Sheriff's Association shall appoint  
19 three members.

20       (b) Members of the data network integration workgroup  
21 shall be appointed for 1-year terms, except for an appointment  
22 to fill an unexpired term, in which event the appointment  
23 shall be for the remainder of the unexpired term. In the case  
24 where a member must hold office to be qualified for  
25 membership, the member's term shall expire upon failure to  
26 maintain the office.

27       (c) The data network integration workgroup shall be  
28 responsible for defining the minimal network standards,  
29 protocols, and processes that will provide for secure  
30 horizontal intracircuit and vertical statewide transfer and  
31 exchange of state courts system data and legislative reporting

1 data, including the minimal capacities required for such  
2 transmissions.

3 (d) The data network integration workgroup shall  
4 consider the network standards, protocols, and processes that  
5 have been defined by the Florida Criminal Justice Intranet  
6 Service Network pursuant to s. 943.08, the state courts  
7 system, and other entities involved in the administration of  
8 justice, and shall address the network needs of each of the  
9 court system entities, including access and security  
10 requirements for all authorized users. The workgroup shall  
11 consider standards, protocols, and processes that integrate  
12 disparate network systems using open standards and data  
13 warehouse and middleware connectivity strategies such that  
14 existing networks can be maintained and leveraged.

15 (e) The data network integration workgroup shall  
16 submit to the steering committee, no later than December 1,  
17 2004, recommendations on network integration standards,  
18 protocols, and processes that allows for the horizontal  
19 intracircuit and the vertical statewide transfer and exchange  
20 of data.

21 (f) Members of the data network integration workgroup  
22 shall serve without compensation, but are entitled to  
23 reimbursement for expenses incurred in carrying out their  
24 duties as provided in s. 112.061. Members who are public  
25 officers shall be reimbursed through the budget entity through  
26 which they are compensated.

27 (5) LIMITATION ON RULES OR ORDERS.--During the  
28 existence of the Judicial Information Integration Competency  
29 Center, no judicial rule or administrative order shall take  
30 precedence over the provisions of this section as they relate  
31

1 to the development, implementation, or operation of the  
2 integrated computer systems required pursuant to s. 29.008.

3 (6) ADMINISTRATION.--Subject to the limits of specific  
4 appropriations made for this purpose, the steering committee  
5 shall be staffed by the Justice Administrative Commission to  
6 assist the steering committee and workgroups to effectively  
7 and timely carry out their duties and responsibilities. Such  
8 staff, or contracted consultants, shall be administratively  
9 housed within or contractually administered by the Justice  
10 Administrative Commission, but shall work at the direction of  
11 the steering committee.

12 Section 65. The sum of \$500,000 is appropriated to the  
13 Justice Administrative Commission on a nonrecurring basis for  
14 the 2004-2005 fiscal year from the General Revenue Fund and  
15 three additional positions are authorized for the Justice  
16 Administrative Commission for the purposes of staffing and  
17 paying the expenses of the Judicial Information Integration  
18 Competency Center. These appropriated funds may be used to  
19 hire staff or consultants to work at the sole direction of the  
20 steering committee. If consultants are hired such that all or  
21 none of the positions authorized in this section are filled,  
22 the Executive Office of the Governor shall place the unused  
23 positions in mandatory reserve.

24 Section 66. Subsection (1) of section 29.016, Florida  
25 Statutes, is amended to read:

26 29.016 Contingency fund; judicial branch.--

27 (1) An appropriation may be provided in the General  
28 Appropriations Act for the judicial branch to serve as a  
29 contingency fund to alleviate deficits in contracted due  
30 process services appropriation categories ~~which, including~~  
31 ~~private court appointed counsel categories, that~~ may occur



1 from time to time due to extraordinary events that lead to  
2 unexpected expenditures.

3 Section 67. Subsections (1) and (2) of section 34.01,  
4 Florida Statutes, are amended to read:

5 34.01 Jurisdiction of county court.--

6 (1) County courts shall have original jurisdiction:

7 (a) In all misdemeanor cases not cognizable by the  
8 circuit courts;

9 (b) Of all violations of municipal and county  
10 ordinances; and

11 (c) Of all actions at law in which the matter in  
12 controversy does not exceed the sum of \$15,000, exclusive of  
13 interest, costs, and attorney's fees, except those within the  
14 exclusive jurisdiction of the circuit courts. ~~The party~~  
15 ~~instituting any civil action, suit, or proceeding pursuant to~~  
16 ~~this paragraph where the amount in controversy is in excess of~~  
17 ~~\$5,000 shall pay to the clerk of the county court the filing~~  
18 ~~fees and service charges in the same amounts and in the same~~  
19 ~~manner as provided in s. 28.241.~~

20 (2) The county courts shall have jurisdiction  
21 previously exercised by county judges' courts other than that  
22 vested in the circuit court by s. 26.012, except that county  
23 court judges may hear matters involving dissolution of  
24 marriage under the simplified dissolution procedure pursuant  
25 to the Florida Family Law Rules of Procedure Rule 1.611(c),  
26 ~~Florida Rules of Civil Procedure~~ or may issue a final order  
27 for dissolution in cases where the matter is uncontested, and  
28 the jurisdiction previously exercised by county courts, the  
29 claims court, small claims courts, small claims magistrates  
30 courts, magistrates courts, justice of the peace courts,  
31 municipal courts, and courts of chartered counties, including

1 but not limited to the counties referred to in ss. 9, 10, 11,  
2 and 24, Art. VIII of the State Constitution of 1885.

3 Section 68. Section 34.041, Florida Statutes, as  
4 amended by section 52 of chapter 2003-402, Laws of Florida, is  
5 amended to read:

6 34.041 Filing and appearance fees.--

7 (1)(a) Upon the institution of any civil action, suit,  
8 or proceeding in county court, the party shall ~~clerk of court~~  
9 ~~may require the plaintiff, when filing an action or~~  
10 ~~proceeding, to~~ pay the following filing fee, not to exceed:

11 1.(a) For all claims less than \$100 .....\$50.

12 2.(b) For all claims of \$100 or more but not more than  
13 \$500 .....\$75.

14 3.(c) For all claims of more than \$500 but not more  
15 than \$2,500.....\$150.

16 4.(d) For all claims of more than \$2,500.....\$250.

17 5.(e) In addition, for all proceedings of garnishment,  
18 attachment, replevin, and distress.....\$75.

19 6.(f) For removal of tenant action.....\$75.

20 (b) The first \$50 of the filing fee collected under  
21 subparagraph (1)(a)4. ~~paragraph (d)~~ shall be remitted to the  
22 Department of Revenue for deposit into the General Revenue  
23 Fund. One-third of any filing fees collected by the clerk  
24 under this section ~~paragraph (d)~~ in excess of the first \$50  
25 collected under subparagraph (1)(a)4. shall be remitted to the  
26 Department of Revenue for deposit into the Department of  
27 Revenue Clerks of the Court Trust Fund. An additional filing  
28 fee of \$4 shall be paid to the clerk. The clerk shall transfer  
29 \$3.50 to the Department of Revenue for deposit into the Court  
30 Education Trust Fund and shall transfer 50 cents to the Clerk  
31 of Court Operations Conference to fund clerk education.

1           (c) Postal charges incurred by the clerk of the county  
2 court in making service by mail on defendants or other parties  
3 shall be paid by the party at whose instance service is made.  
4 Except as provided herein, filing fees ~~and service charges~~ for  
5 performing duties of the clerk relating to the county court  
6 shall be as provided in ~~s. ss. 28.24 and~~ 28.241. Except as  
7 otherwise provided herein, all filing fees shall be retained  
8 as fee income of the office of the clerk of circuit court.  
9 Filing fees imposed by this section may not be added to any  
10 penalty imposed by chapter 316 or chapter 318.

11           (2) Notwithstanding any law to the contrary, a board  
12 of county commissioners that imposed by ordinance increased  
13 fees or service charges under s. 28.2401, s. 28.241, or this  
14 section for the purpose of securing payment of the principal  
15 of and interest on bonds issued by the county before July 1,  
16 2003, to finance state court facilities may impose by  
17 ordinance a surcharge of up to \$30 in excess of the fees or  
18 service charges set forth in this section. Such surcharge  
19 shall not be waived by the court. Revenue from the surcharge  
20 shall be used to pay the principal of and interest on the  
21 bonds until the date of stated maturity. The bonds may be  
22 refunded only if:

23           1. Savings will be realized on payments of debt  
24 service; and

25           2. The refunding bonds are scheduled to mature on the  
26 same date or before the bonds being refunded.

27           (3) Except as provided in s. 28.345, a party reopening  
28 any civil action, suit, or proceeding in the county court  
29 shall pay to the clerk of court a filing fee set by the clerk  
30 in an amount not to exceed \$50. For purposes of this section,  
31 a case is reopened when a case previously reported as disposed

1 of is resubmitted to a court and includes petitions for  
2 modification of a final judgment of dissolution. A party is  
3 exempt from paying the fee for any of the following:  
4       1. Writ of Garnishment;  
5       2. Writ of Replevin;  
6       3. Distress Writ;  
7       4. Writ of Attachment;  
8       5. Motion for rehearing filed within 10 days;  
9       6. Motion for attorney's fees filed within 30 days of  
10 the entry of the judgment or final order;  
11       7. Motion for dismissal filed after a mediation  
12 agreement has been filed;  
13       8. Disposition of personal property without  
14 administration;  
15       9. Any probate case prior to the discharge of a  
16 personal representative;  
17       10. Any guardianship pleading prior to discharge;  
18       11. Any mental health pleading;  
19       12. Motions to withdraw by attorneys;  
20       13. Motions exclusively for the enforcement of child  
21 support orders;  
22       14. Petition for credit of child support;  
23       15. Stipulations;  
24       16. Responsive pleadings; or  
25       17. Cases in which there is no initial filing fee.  
26       (4)(2) If a party fails ~~shall fail~~ to pay accrued  
27 costs, though able to do so, the judge may ~~shall have power to~~  
28 deny that party the right to file any new case while such  
29 costs remain unpaid and, likewise, ~~to~~ deny such litigant the  
30 right to proceed further in any case pending.

1           ~~(5)(3)~~ In criminal proceedings in county courts, costs  
2 shall be taxed against a person in county court upon  
3 conviction or estreatment pursuant to chapter 939.

4           ~~(6)(4)~~ Upon the institution of any appellate  
5 proceeding from the county court to the circuit court,  
6 including appeals filed by a county or municipality, the clerk  
7 shall charge and collect ~~there shall be charged and collected~~  
8 from the party or parties instituting ~~the~~ such appellate  
9 proceedings, ~~including appeals filed by a county or~~  
10 ~~municipality,~~ filing fees as provided in s. 28.241 ~~chapter 28.~~

11           ~~(7)(5)~~ A charge or a fee may not be imposed upon a  
12 party for responding by pleading, motion, or other paper to a  
13 civil or criminal action, suit, or proceeding in a county  
14 court or to an appeal to the circuit court.

15           ~~(8)(6)~~ For purposes of this section, the term "party"  
16 ~~"plaintiff"~~ includes a county or municipality filing any civil  
17 action.

18           ~~(9)~~ From each attorney appearing pro hac vice, the  
19 clerk must collect a fee of \$100 for deposit into the General  
20 Revenue Fund.

21           Section 69. Section 34.191, Florida Statutes, as  
22 amended by section 56 of chapter 2003-402, Laws of Florida, is  
23 amended to read:

24           34.191 Fines and forfeitures.--All fines and  
25 forfeitures arising from offenses tried in the county court  
26 shall be collected and accounted for by the clerk of the  
27 court. All fines and forfeitures received from violations of  
28 municipal ordinances committed within a municipality within  
29 the territorial jurisdiction of the county court shall be paid  
30 monthly to the municipality except as provided in s. 318.21 or  
31 s. 943.25. All other fines and forfeitures collected by the

1 clerk shall be considered income of the office of the clerk  
2 for use in performing court-related duties of the office. The  
3 clerk of court or the governing body of the municipality, as  
4 appropriate, may pursue the collection of any of the unpaid  
5 financial obligations to which it is entitled which remain  
6 unpaid for 90 days or more, or refer such collection to a  
7 private attorney who is a member in good standing of The  
8 Florida Bar or collection agent who is registered and in good  
9 standing pursuant to chapter 559. In pursuing the collection  
10 of such unpaid financial obligations through a private  
11 attorney or collection agent, the clerk of court or the  
12 governing body of the municipality, as appropriate, must  
13 determine this is cost-effective and follow applicable  
14 procurement practices. The cost of collection, including a  
15 reasonable attorney's fee, may be recovered by adding the cost  
16 and fee to the balance owed, except that such fee and cost may  
17 not exceed 40 percent of the balance owed.

18 Section 70. Section 35.22, Florida Statutes, is  
19 amended to read:

20 35.22 Clerk of district court; appointment;  
21 compensation; assistants; filing and appearance fees;  
22 teleconferencing.--

23 (1) Each district court of appeal shall appoint a  
24 clerk who shall be paid an annual salary to be determined in  
25 accordance with s. 25.382.

26 (2) The clerk is authorized to employ such deputies  
27 and clerical assistants as may be necessary. Their number and  
28 compensation shall be approved by the court, and paid from the  
29 annual appropriation for the district courts of appeal.

30 (3) The clerk, upon the filing of a certified copy of  
31 a notice of appeal or petition, shall charge and collect a

1 filing fee ~~service charge~~ of ~~\$350~~\$250 for each case docketed,  
2 and for copying, certifying or furnishing opinions, records,  
3 papers or other instruments and for other services the same  
4 service charges as provided in s. 28.24. The State of Florida  
5 or its agencies, when appearing as appellant or petitioner, is  
6 exempt from the filing fee required in this subsection. From  
7 each attorney appearance pro hac vice, the clerk must collect  
8 a fee of \$100 for deposit as provided in this section.

9 (4) The opinions of the district court of appeal shall  
10 not be recorded, but the original as filed shall be preserved  
11 with the record in each case.

12 (5) The clerk is authorized immediately after a case  
13 is disposed of, to supply the judge who tried the case and  
14 from whose order, judgment, or decree, appeal or other review  
15 is taken, a copy of all opinions, orders, or judgments filed  
16 in such case. Copies of opinions, orders, and decrees shall be  
17 furnished in all cases to each attorney of record and for  
18 publication in Florida reports to the authorized publisher  
19 without charge, and copies furnished to other law book  
20 publishers at one-half the regular statutory fee.

21 (6) The clerk of each district court of appeal is  
22 required to deposit all fees collected in the State Treasury  
23 to the credit of the General Revenue Fund, except that \$100 of  
24 each \$350 filing fee collected shall be deposited into the  
25 state courts' Grants and Donations Trust Fund to fund court  
26 improvement projects as authorized in the General  
27 Appropriations Act. The clerk shall retain an accounting of  
28 each such remittance.

29 (7) The clerk of the district court of appeal is  
30 authorized to collect a fee from the parties to an appeal  
31 reflecting the actual cost of conducting the proceeding

1 through teleconferencing where the parties have requested that  
2 an oral argument or mediation be conducted through  
3 teleconferencing. The fee collected for this purpose shall be  
4 used to offset the expenses associated with scheduling the  
5 teleconference and shall be deposited in the  
6 Mediation/Arbitration Trust Fund.

7 Section 71. Section 40.29, Florida Statutes, as  
8 amended by section 62 of chapter 2003-402, Laws of Florida, is  
9 amended to read:

10 40.29 Payment of Clerks to make estimates and  
11 ~~requisitions for certain~~ due process costs.--

12 (1)(a) The clerk of the circuit court, on behalf of  
13 the courts, the state attorney and public defender shall  
14 forward to the Justice Administrative Commission, by county, a  
15 quarterly estimate of funds necessary to pay for witnesses,  
16 except for expert witnesses paid pursuant to a contract or  
17 other professional services agreement pursuant to ss. 29.005  
18 and 29.006.

19 (b) Each clerk of the circuit court shall forward to  
20 the Office of State Courts Administrator, by county, a  
21 quarterly estimate of funds necessary to pay juror  
22 compensation. ~~The clerk of the court in and for any county~~  
23 ~~shall make an estimate of the amount necessary during any~~  
24 ~~quarterly fiscal period beginning July 1 and during each~~  
25 ~~succeeding quarterly fiscal period for the payment by the~~  
26 ~~state of juror compensation and expenses; court reporter,~~  
27 ~~interpreter, and translator services; witnesses, including~~  
28 ~~expert witnesses; mental health professionals; and private~~  
29 ~~court appointed counsel, each in accordance with the~~  
30 ~~applicable requirements of ss. 29.005, 29.006, and 29.007. The~~  
31 ~~clerk of such court shall forward each such estimate to the~~



1 ~~Justice Administrative Commission no later than the date~~  
2 ~~scheduled by the Justice Administrative Commission. At the~~  
3 ~~time of any forwarding of such estimate, the clerk of such~~  
4 ~~court shall make a requisition upon the Justice Administrative~~  
5 ~~Commission for the amount of such estimate; and the Justice~~  
6 ~~Administrative Commission may reduce the amount upon finding~~  
7 ~~that the costs are unreasonable, inconsistent with applicable~~  
8 ~~contractual terms, or inconsistent with compensation standards~~  
9 ~~established by general law.~~

10       (2) Upon receipt of an estimate pursuant to subsection  
11 (1), the Justice Administrative Commission or Office of State  
12 Courts Administrator, as applicable, shall endorse the amount  
13 deemed necessary for payment by the clerk of the court during  
14 the quarterly fiscal period and shall submit a request for  
15 payment to the Chief Financial Officer. The provisions of  
16 chapter 82 176, Laws of Florida, shall take effect July 1,  
17 1982, except that those provisions which provide for the state  
18 assumption of witness fees which are currently paid by the  
19 counties shall take effect on a date determined by the  
20 appropriation of funds for this purpose.

21       (3) Upon receipt of the funds from the Chief Financial  
22 Officer, the clerk of the court shall pay all invoices  
23 approved and submitted by the state attorney, public defender,  
24 and circuit court administrator for the items enumerated in  
25 paragraphs (1)(a) and (b).

26       (4) After review for compliance with the rates and  
27 requirements set by the circuit Article V indigent services  
28 committees, the Article V Indigent Services Advisory Board,  
29 and other applicable general laws, the Justice Administrative  
30 Commission shall pay all due process service related invoices,  
31 except those enumerated in paragraphs (1)(a) and (b), approved

1 and submitted by the state attorney, public defender, or court  
2 appointed counsel in accordance with the applicable  
3 requirements of ss. 29.005, 29.006, and 29.007.

4 Section 72. Section 40.32, Florida Statutes, is  
5 amended to read:

6 40.32 Clerks to disburse money.--All moneys drawn from  
7 the treasury under the provisions of this chapter by the clerk  
8 of the court shall be disbursed by the clerk of the court as  
9 far as needed in payment of jurors and witnesses, except for  
10 expert witnesses paid pursuant to a contract or other  
11 professional services agreement pursuant to ss. 29.004,  
12 29.005, 29.006, and 29.007, for the legal compensation for  
13 service during the quarterly fiscal period for which said  
14 moneys were drawn and for no other purposes. Jurors and  
15 witnesses shall be paid by the clerk of the court either in  
16 cash or by warrant within 20 days after completion of jury  
17 service or of completion of service as a witness. Whenever the  
18 clerk of the court pays a juror or witness by cash, said juror  
19 or witness shall sign the payroll in the presence of the  
20 clerk, a deputy clerk, or some other person designated by the  
21 clerk. Whenever the clerk pays a juror or witness by warrant,  
22 he or she shall endorse on the payroll opposite the juror's or  
23 witness's name the words "Paid by warrant," giving the number  
24 and date of the warrant.

25 Section 73. Section 44.108, Florida Statutes, as  
26 amended by section 66 of chapter 2003-402, Laws of Florida, is  
27 amended to read:

28 44.108 Funding of mediation and arbitration.--

29 (1) Mediation should be accessible to all parties  
30 regardless of financial status. In addition to other fees,  
31 finances, service charges, and costs levied by law, a filing fee

1 of \$1 is levied on all proceedings in the circuit or county  
2 courts to fund mediation and arbitration services which are  
3 the responsibility of the Supreme Court pursuant to the  
4 provisions of s. 44.106. The clerk of the court shall forward  
5 the moneys collected to the Department of Revenue for deposit  
6 in the state courts' Mediation and Arbitration Trust Fund.

7 (2) Fees for mediation services provided by the state  
8 in the county or counties of the circuit shall be set by the  
9 Trial Court Budget Commission in accordance with the  
10 guidelines adopted by the Supreme Court. Any such fees  
11 collected by the clerk of court, after deduction of a \$1 per  
12 fee assessment, shall be forwarded to the Department of  
13 Revenue for deposit in the state courts' Mediation and  
14 Arbitration Trust Fund for the specific purpose of funding the  
15 costs of providing mediation services. Such funds shall be  
16 allocated to the circuits in the amounts collected by the  
17 circuit to supplement the costs of providing such services.

18 Section 74. Subsection (1) of section 45.031, Florida  
19 Statutes, is amended to read:

20 45.031 Judicial sales procedure.--In any sale of real  
21 or personal property under an order or judgment, the following  
22 procedure may be followed as an alternative to any other sale  
23 procedure if so ordered by the court:

24 (1) SALE BY CLERK.--In the order or final judgment,  
25 the court shall direct the clerk to sell the property at  
26 public sale on a specified day that shall be not less than 20  
27 days or more than 35 days after the date thereof, on terms and  
28 conditions specified in the order or judgment. A sale may be  
29 held more than 35 days after the date of final judgment or  
30 order if the plaintiff or plaintiff's attorney consents to  
31 such time. Any sale held more than 35 days after the final

1 judgment or order shall not affect the validity or finality of  
2 the final judgment or order or any sale held pursuant thereto.  
3 Notice of sale shall be published once a week for 2  
4 consecutive weeks in a newspaper of general circulation, as  
5 defined in chapter 50, published in the county where the sale  
6 is to be held. The second publication shall be at least 5 days  
7 before the sale. The notice shall contain:

8 (a) A description of the property to be sold.

9 (b) The time and place of sale.

10 (c) A statement that the sale will be made pursuant to  
11 the order or final judgment.

12 (d) The caption of the action.

13 (e) The name of the clerk making the sale.  
14

15 The clerk shall receive a service charge of up to \$60~~\$40~~ for  
16 services in making, recording, and certifying the sale and  
17 title that shall be assessed as costs. The court, in its  
18 discretion, may enlarge the time of the sale. Notice of the  
19 changed time of sale shall be published as provided herein.

20 Section 75. Section 50.0711, Florida Statutes, is  
21 created to read:

22 (1) The clerk of the court in each county is  
23 authorized to establish a court docket fund for the purpose of  
24 paying the cost of publication of the fact of the filing of  
25 any civil case in the circuit court of its county by the style  
26 and of the calendar relating to such cases. This court docket  
27 fund shall be funded by a service charge of \$1 added to the  
28 filing fee for all civil actions, suits, or proceedings filed  
29 in the circuit court of the subject county. The clerk shall  
30 maintain such funds separate and apart, and the aforesaid fee  
31 shall not be diverted to any other fund or for any purpose

1 other than that established herein. The clerk of the court  
2 shall dispense the fund to the designated record newspaper in  
3 the county on a quarterly basis.

4 (2) A newspaper qualified under the terms of s. 50.011  
5 shall be designated as the record newspaper for such  
6 publication by an order of the majority of the judges in the  
7 judicial circuit in which the subject county is located and  
8 such order shall be filed and recorded with the clerk of the  
9 circuit court for the subject county. The designated record  
10 newspaper may be changed at the end of any fiscal year of the  
11 county by a majority vote of the judges of the judicial  
12 circuit of the county so ordering 30 days prior to the end of  
13 the fiscal year, notice of which order shall be given to the  
14 previously designated record newspaper.

15 (3) The publishers of any designated record newspapers  
16 receiving payment from this court docket fund shall publish,  
17 without additional charge, the fact of the filing of any civil  
18 case, suit, or action filed in the subject county of the  
19 circuit. Such publication shall be in accordance with a  
20 schedule agreed upon between the record newspaper and the  
21 clerk of the court in the subject county.

22 (4) The publishers of any designated newspapers  
23 receiving the court docket fund established in subsection (1)  
24 shall, without charge, accept legal advertisements for the  
25 purpose of service of process by publication under s.  
26 49.011(4), (10), and (11) when such publication is required of  
27 persons authorized to proceed as indigent persons under s.  
28 57.081.

29 Section 76. Subsection (5) of section 55.10, Florida  
30 Statutes, as amended by section 68 of chapter 2003-402, Laws  
31 of Florida, is amended to read:

1           55.10 Judgments, orders, and decrees; lien of all,  
2 generally; extension of liens; transfer of liens to other  
3 security.--

4           (5) Any lien claimed under this section may be  
5 transferred, by any person having an interest in the real  
6 property upon which the lien is imposed or the contract under  
7 which the lien is claimed, from such real property to other  
8 security by either depositing in the clerk's office a sum of  
9 money or filing in the clerk's office a bond executed as  
10 surety by a surety insurer licensed to do business in this  
11 state. Such deposit or bond shall be in an amount equal to the  
12 amount demanded in such claim of lien plus interest thereon at  
13 the legal rate for 3 years plus \$500 to apply on any court  
14 costs which may be taxed in any proceeding to enforce said  
15 lien. Such deposit or bond shall be conditioned to pay any  
16 judgment, order, or decree which may be rendered for the  
17 satisfaction of the lien for which such claim of lien was  
18 recorded and costs plus \$500 for court costs. Upon such  
19 deposit being made or such bond being filed, the clerk shall  
20 make and record a certificate showing the transfer of the lien  
21 from the real property to the security and mail a copy thereof  
22 by registered or certified mail to the lienor named in the  
23 claim of lien so transferred, at the address stated therein.  
24 Upon the filing of the certificate of transfer, the real  
25 property shall thereupon be released from the lien claimed,  
26 and such lien shall be transferred to said security. The clerk  
27 shall be entitled to a service charge ~~fee~~ of up to \$15 for  
28 making and serving the certificate. If the transaction  
29 involves the transfer of multiple liens, an additional charge  
30 of up to \$7.50 for each additional lien shall be charged. Any  
31 number of liens may be transferred to one such security.

1           Section 77. Subsection (2) of section 55.141, Florida  
2 Statutes, as amended by section 69 of chapter 2003-402, Laws  
3 of Florida, is amended to read:

4           55.141 Satisfaction of judgments and decrees; duties  
5 of clerk and judge.--

6           (2) Upon such payment, the clerk, or the judge if  
7 there is no clerk, shall issue his or her receipt therefor and  
8 shall record a satisfaction of judgment, provided by the  
9 judgment holder, upon payment of the recording charge  
10 prescribed in s. 28.24(15) ~~s. 28.24(12)~~ plus the necessary  
11 costs of mailing to the clerk or judge. The clerk or judge  
12 shall formally notify the owner of record of such judgment or  
13 decree, if such person and his or her address are known to the  
14 clerk or judge receiving such payment, and, upon request  
15 therefor, shall pay over to the person entitled, or to his or  
16 her order, the full amount of the payment so received, less  
17 his or her service charge fees for providing a receipt upon  
18 the court issuing a writ of execution on such judgment or  
19 decree, if any has been issued, and less his or her service  
20 charge fees for receiving into and paying out of the registry  
21 of the court such payment, together with the service charge  
22 fees of the clerk for receiving into and paying such money out  
23 of the registry of the court.

24           Section 78. Section 55.312, Florida Statutes, is  
25 created to read:

26           55.312 Service charge on certain money judgments and  
27 settlement agreements.--

28           (1)(a) A service charge equal to one-tenth of 1  
29 percent of the amount of each money judgment or settlement  
30 agreement in excess of \$100,000 entered by a circuit court in  
31 this state in any civil action for damages, other than an

1 action for dissolution of marriage, shall be collected by and  
2 paid to the clerk of the court in the circuit where the action  
3 was filed. The service charge shall not apply to settlements  
4 reached at or before final pretrial conference.

5 (b) By agreement of the parties, the service charge  
6 may be paid by any party or allocated to more than one party;  
7 however, if there is no agreement among the parties as to  
8 which party shall pay the service charge, the responsibility  
9 to pay it falls equally on each party to the action pro rata.  
10 The payment of the service charge shall be made at the time  
11 the payment or settlement is paid. If the parties enter into a  
12 confidential settlement, the amount of the settlement may be  
13 disclosed by the parties to the court, in camera, in order for  
14 the service charge to be assessed.

15 (2) The service charge imposed by this section shall  
16 be used to offset the general expense of the Florida Access to  
17 Civil Legal Assistance Act, ss. 68.094-68.105. The service  
18 charge does not apply if the paying party is a state or local  
19 governmental agency.

20 (3) The clerk of the court shall remit the service  
21 charge receipts collected under this section to the Department  
22 of Revenue. The Department of Revenue shall deposit the first  
23 \$5 million received each year into the Grants and Donations  
24 Trust Fund of the Department of Community Affairs to fund  
25 access to civil legal assistance as provided in subsection  
26 (2), and the Department of Revenue shall deposit any excess  
27 into the General Revenue Fund.

28 (4) The Department of Revenue shall adopt rules  
29 governing the assessment, collection, and periodic remittance  
30 of the service charge to the department, and the required  
31 forms and procedures. The department shall collect any service



1 charge if the department determines, upon investigation, that  
2 the charge was due but not timely remitted to the department.  
3 The rules shall require that remittance be made to the  
4 department within 30 days after the charge is collected by the  
5 clerk.

6 (5) An attorney licensed to practice in this state may  
7 not disburse any proceeds to a client in a civil case,  
8 mediation, or arbitration to which the service charge applies  
9 unless the attorney or the trial court provides for the  
10 assessment, allocation, and remittance of the applicable pro  
11 rata share of the service charge.

12 (6) Any party who fails to remit the service charge  
13 assessed pursuant to this section within 90 days after the  
14 date of the assessment commits a misdemeanor of the second  
15 degree, punishable as provided in s. 775.082 or s. 775.083.

16 (7) Before February 1 of each year, the Department of  
17 Revenue shall report in writing to the President of the Senate  
18 and the Speaker of the House of Representatives the dollar  
19 amount of remittances received by the department in the prior  
20 calendar year, by county.

21 Section 79. Section 57.085, Florida Statutes, as  
22 amended by section 72 of chapter 2003-402, Laws of Florida, is  
23 amended to read:

24 57.085 Deferral ~~Waiver~~ of prepayment of court costs  
25 and fees for indigent prisoners.--

26 (1) For the purposes of this section, the term  
27 "prisoner" means a person who has been convicted of a crime  
28 and is incarcerated for that crime or who is being held in  
29 custody pending extradition or sentencing.

30 (2) When a prisoner who is intervening in or  
31 initiating a judicial proceeding seeks to defer the prepayment

1 of court costs and fees because of indigence, the prisoner  
2 must file an affidavit of indigence with the appropriate clerk  
3 of the court. The affidavit must contain complete information  
4 about the prisoner's identity; the nature and amount of the  
5 prisoner's income; all real property owned by the prisoner;  
6 all tangible and intangible property worth more than \$100  
7 which is owned by the prisoner; the amount of cash held by the  
8 prisoner; the balance of any checking, savings, or money  
9 market account held by the prisoner; the prisoner's  
10 dependents, including their names and ages; the prisoner's  
11 debts, including the name of each creditor and the amount owed  
12 to each creditor; and the prisoner's monthly expenses. The  
13 prisoner must certify in the affidavit whether the prisoner  
14 has been adjudicated indigent under this section, certified  
15 indigent under s. 57.081, or authorized to proceed as an  
16 indigent under 28 U.S.C. s. 1915 by a federal court. The  
17 prisoner must attach to the affidavit a photocopy of the  
18 prisoner's trust account records for the preceding 6 months or  
19 for the length of the prisoner's incarceration, whichever  
20 period is shorter. The affidavit must contain the following  
21 statements: "I am unable to pay court costs and fees. Under  
22 penalty of perjury, I swear or affirm that all statements in  
23 this affidavit are true and complete."

24 (3) Before a prisoner may receive a deferral of  
25 prepayment of any court costs and fees for an action brought  
26 under this section, the clerk of court must review the  
27 affidavit and certify the prisoner is indigent.

28 (4) When the clerk has issued a certificate of  
29 indigence under this section but concludes the prisoner is  
30 able to pay part of the court costs and fees required by law,  
31 the court shall order the prisoner to make, prior to service

1 of process, an initial partial payment of those court costs  
2 and fees. The initial partial payment must total at least 20  
3 percent of the average monthly balance of the prisoner's trust  
4 account for the preceding 6 months or for the length of the  
5 prisoner's incarceration, whichever period is shorter.

6 (5) When the clerk has issued a certificate of  
7 indigence under this section, the court shall order the  
8 prisoner to make monthly payments of no less than 20 percent  
9 of the balance of the prisoner's trust account as payment of  
10 court costs and fees. When a court orders such payment, the  
11 Department of Corrections or the local detention facility  
12 shall place a lien on the inmate's trust account for the full  
13 amount of the court costs and fees, and shall withdraw money  
14 maintained in that trust account and forward the money, when  
15 the balance exceeds \$10, to the appropriate clerk of the court  
16 until the prisoner's court costs and fees are paid in full.

17 (6) Before an indigent prisoner may intervene in or  
18 initiate any judicial proceeding, the court must review the  
19 prisoner's claim to determine whether it is legally sufficient  
20 to state a cause of action for which the court has  
21 jurisdiction and may grant relief. The court shall dismiss  
22 all or part of an indigent prisoner's claim which:

23 (a) Fails to state a claim for which relief may be  
24 granted;

25 (b) Seeks monetary relief from a defendant who is  
26 immune from such relief;

27 (c) Seeks relief for mental or emotional injury where  
28 there has been no related allegation of a physical injury; or

29 (d) Is frivolous or~~7~~ malicious~~7~~ or reasonably appears  
30 to be intended to harass one or more named defendants.

31

1           (7) A prisoner who has twice in the preceding 3 years  
2 been adjudicated indigent under this section, certified  
3 indigent under s. 57.081, or authorized to proceed as an  
4 indigent under 28 U.S.C. s. 1915 by a federal court may not be  
5 adjudicated indigent to pursue a new suit, action, claim,  
6 proceeding, or appeal without first obtaining leave of court.  
7 In a request for leave of court, the prisoner must provide a  
8 complete listing of each suit, action, claim, proceeding, or  
9 appeal brought by the prisoner or intervened in by the  
10 prisoner in any court or other adjudicatory forum in the  
11 preceding 5 years. The prisoner must attach to a request for  
12 leave of court a copy of each complaint, petition, or other  
13 document purporting to commence a lawsuit and a record of  
14 disposition of the proceeding.

15           (8) In any judicial proceeding in which a certificate  
16 of indigence has been issued to a prisoner, the court may at  
17 any time dismiss the prisoner's action, in whole or in part,  
18 upon a finding that:

19           (a) The prisoner's claim of indigence is false or  
20 misleading;

21           (b) The prisoner provided false or misleading  
22 information regarding another judicial or administrative  
23 proceeding in which the prisoner was a party;

24           (c) The prisoner failed to pay court costs and fees  
25 under this section despite having the ability to pay; or

26           (d) The prisoner's action or a portion of the action  
27 is frivolous or malicious.

28           (9) In determining whether an action is frivolous or  
29 malicious, the court may consider whether:

30           (a) The prisoner's claim has no arguable basis in law  
31 or fact;

1 (b) The prisoner's claim reasonably appears intended  
2 solely to harass a party filed against;

3 (c) The prisoner's claim is substantially similar to a  
4 previous claim in that it involves the same parties or arises  
5 from the same operative facts as a previous claim;

6 (d) The prisoner's claim has little likelihood of  
7 success on its merits; or

8 (e) The allegations of fact in the prisoner's claim  
9 are fanciful or not credible.

10 (10) This section does not apply to a criminal  
11 proceeding or a collateral criminal proceeding.

12 Section 80. Paragraph (b) of subsection (6) of section  
13 61.14, Florida Statutes, as amended by section 73 of chapter  
14 2003-402, Laws of Florida, is amended to read:

15 61.14 Enforcement and modification of support,  
16 maintenance, or alimony agreements or orders.--

17 (6)

18 (b)1. When an obligor is 15 days delinquent in making  
19 a payment or installment of support and the amount of the  
20 delinquency is greater than the periodic payment amount  
21 ordered by the court, the local depository shall serve notice  
22 on the obligor informing him or her of:

23 a. The delinquency and its amount.

24 b. An impending judgment by operation of law against  
25 him or her in the amount of the delinquency and all other  
26 amounts which thereafter become due and are unpaid, together  
27 with costs and a fee of up to \$7.50~~\$5~~, for failure to pay the  
28 amount of the delinquency.

29 c. The obligor's right to contest the impending  
30 judgment and the ground upon which such contest can be made.

31

1           d. The local depository's authority to release  
2 information regarding the delinquency to one or more credit  
3 reporting agencies.

4           2. The local depository shall serve the notice by  
5 mailing it by first class mail to the obligor at his or her  
6 last address of record with the local depository. If the  
7 obligor has no address of record with the local depository,  
8 service shall be by publication as provided in chapter 49.

9           3. When service of the notice is made by mail, service  
10 is complete on the date of mailing.

11           Section 81. Paragraph (b) of subsection (2) of section  
12 61.181, Florida Statutes, is amended to read:

13           61.181 Depository for alimony transactions, support,  
14 maintenance, and support payments; fees.--

15           (2)

16           (b)1. ~~For the period of July 1, 1992, through June 30,~~  
17 ~~2004,~~ The fee imposed in paragraph (a) shall be increased to 4  
18 percent of the support payments which the party is obligated  
19 to pay, except that no fee shall be more than \$5.25. The fee  
20 shall be considered by the court in determining the amount of  
21 support that the obligor is, or may be, required to pay.  
22 Notwithstanding the provisions of s. 145.022, 75 percent of  
23 the additional revenues generated by this paragraph shall be  
24 remitted monthly to the Clerk of the Court Child Support  
25 Enforcement Collection System Trust Fund administered by the  
26 department as provided in subparagraph 2. These funds shall be  
27 used exclusively for the development, implementation, and  
28 operation of the Clerk of the Court Child Support Enforcement  
29 Collection System to be operated by the depositories,  
30 including the automation of civil case information necessary  
31 for the State Case Registry. The department shall contract

1 | with the Florida Association of Court Clerks and the  
2 | depositories to design, establish, operate, upgrade, and  
3 | maintain the automation of the depositories to include, but  
4 | not be limited to, the provision of on-line electronic  
5 | transfer of information to the IV-D agency as otherwise  
6 | required by this chapter. The department's obligation to fund  
7 | the automation of the depositories is limited to the state  
8 | share of funds available in the Clerk of the Court Child  
9 | Support Enforcement Collection System Trust Fund. Each  
10 | depository created under this section shall fully participate  
11 | in the Clerk of the Court Child Support Enforcement Collection  
12 | System and transmit data in a readable format as required by  
13 | the contract between the Florida Association of Court Clerks  
14 | and the department.

15 |         2. Moneys to be remitted to the department by the  
16 | depository shall be done daily by electronic funds transfer  
17 | and calculated as follows:

18 |             a. For each support payment of less than \$33, 18.75  
19 | cents.

20 |             b. For each support payment between \$33 and \$140, an  
21 | amount equal to 18.75 percent of the fee charged.

22 |             c. For each support payment in excess of \$140, 18.75  
23 | cents.

24 |         3. The fees established by this section shall be set  
25 | forth and included in every order of support entered by a  
26 | court of this state which requires payment to be made into the  
27 | depository.

28 |         Section 82. Section 125.69, Florida Statutes, as  
29 | amended by section 80 of chapter 2003-402, Laws of Florida, is  
30 | amended to read:

31 |             125.69 Penalties; enforcement by code inspectors.--

1           (1) Violations of county ordinances shall be  
2 prosecuted in the same manner as misdemeanors are prosecuted.  
3 Such violations shall be prosecuted in the name of the state  
4 ~~county~~ in a court having jurisdiction of misdemeanors by the  
5 prosecuting attorney thereof and upon conviction shall be  
6 punished by a fine not to exceed \$500 or by imprisonment in  
7 the county jail not to exceed 60 days or by both such fine and  
8 imprisonment. However, a county may specify, by ordinance, a  
9 violation of a county ordinance which is punishable by a fine  
10 in an amount exceeding \$500, but not exceeding \$2,000 a day,  
11 if the county must have authority to punish a violation of  
12 that ordinance by a fine in an amount greater than \$500 in  
13 order for the county to carry out a federally mandated  
14 program.

15           ~~(2) For the purpose of prosecuting violations of~~  
16 ~~special laws and county ordinances notwithstanding the~~  
17 ~~prosecutorial authority of the state attorney pursuant to s.~~  
18 ~~27.02(1), the board of county commissioners of each county and~~  
19 ~~the governing board of each charter county may designate as~~  
20 ~~the county's prosecuting attorney an attorney employed by the~~  
21 ~~county or a contract attorney. Subject to the control and~~  
22 ~~oversight of the appointing authority, such attorney may~~  
23 ~~employ assistants as necessary. Such person shall have all~~  
24 ~~powers exercisable by the state attorney in the prosecution of~~  
25 ~~violations of county ordinances under this section as of June~~  
26 ~~30, 2004. Such person shall be subject to suspension and~~  
27 ~~removal by the Governor and Senate from the exercise of~~  
28 ~~prosecutorial powers in the same manner as state attorneys.~~

29           ~~(2)(3)~~ Each county is authorized and required to pay  
30 any attorney appointed by the court to represent a defendant  
31 prosecuted under this section if the provision of an attorney



1 at public expense is required by the Constitution of the  
2 United States or the Constitution of the State of Florida and  
3 if the party is indigent as established pursuant to s. 27.52.  
4 In such cases, the court shall appoint counsel to represent  
5 the defendant in accordance with s. 27.40, and shall order the  
6 county to pay the reasonable fees, expenses, and costs of such  
7 defense. The county may contract with the public defender of  
8 the judicial circuit in which the county is located to provide  
9 representation under this subsection.

10 ~~(3)(4)~~ The county shall bear all court fees and costs  
11 of any prosecution under this section, and may, if it  
12 prevails, recover the court fees and costs paid by it and the  
13 fees and expenses paid to court-appointed counsel as part of  
14 its judgment. The state shall bear no expense of actions  
15 brought under this section except those that it would bear in  
16 an ordinary civil action between private parties in county  
17 court.

18 ~~(4)(5)~~ The board of county commissioners of each  
19 county may designate its agents or employees as code  
20 inspectors whose duty it is to assure code compliance. Any  
21 person designated as a code inspector may issue citations for  
22 violations of county codes and ordinances, respectively, or  
23 subsequent amendments thereto, when such code inspector has  
24 actual knowledge that a violation has been committed.

25 (a) Prior to issuing a citation, a code inspector  
26 shall provide notice to the violator that the violator has  
27 committed a violation of a code or ordinance and shall  
28 establish a reasonable time period within which the violator  
29 must correct the violation. Such time period shall be no more  
30 than 30 days. If, upon personal investigation, a code  
31 inspector finds that the violator has not corrected the

1 violation within the time period, a code inspector may issue a  
2 citation to the violator. A code inspector does not have to  
3 provide the violator with a reasonable time period to correct  
4 the violation prior to issuing a citation and may immediately  
5 issue a citation if the code inspector has reason to believe  
6 that the violation presents a serious threat to the public  
7 health, safety, or welfare, or if the violation is irreparable  
8 or irreversible.

9 (b) A citation issued by a code inspector shall state  
10 the date and time of issuance, name and address of the person  
11 in violation, date of the violation, section of the codes or  
12 ordinances, or subsequent amendments thereto, violated, name  
13 of the code inspector, and date and time when the violator  
14 shall appear in county court.

15 (c) If a repeat violation is found subsequent to the  
16 issuance of a citation, the code inspector is not required to  
17 give the violator a reasonable time to correct the violation  
18 and may immediately issue a citation. For purposes of this  
19 subsection, the term "repeat violation" means a violation of a  
20 provision of a code or ordinance by a person who has  
21 previously been found to have violated the same provision  
22 within 5 years prior to the violation, notwithstanding the  
23 violations occurred at different locations.

24 (d) If the owner of property which is subject to an  
25 enforcement proceeding before county court transfers ownership  
26 of such property between the time the initial citation or  
27 citations are issued and the date the violator has been  
28 summoned to appear in county court, such owner shall:

29 1. Disclose, in writing, the existence and the nature  
30 of the proceeding to the prospective transferee.  
31

1           2. Deliver to the prospective transferee a copy of the  
2 pleadings, notices, and other materials relating to the county  
3 court proceeding received by the transferor.

4           3. Disclose, in writing, to the prospective transferee  
5 that the new owner will be responsible for compliance with the  
6 applicable code and with orders issued in the county court  
7 proceeding.

8           4. File a notice with the code enforcement official of  
9 the transfer of the property, with the identity and address of  
10 the new owner and copies of the disclosures made to the new  
11 owner, within 5 days after the date of the transfer.

12  
13 A failure to make the disclosure described in subparagraphs  
14 1., 2., and 3. before the transfer creates a rebuttable  
15 presumption of fraud. If the property is transferred before  
16 the date the violator has been summoned to appear in county  
17 court, the proceeding shall not be dismissed but the new owner  
18 will be substituted as the party of record and thereafter  
19 provided a reasonable period of time to correct the violation  
20 before the continuation of proceedings in county court.

21           (e) If the code inspector has reason to believe a  
22 violation or the condition causing the violation presents a  
23 serious threat to the public health, safety, and welfare or if  
24 the violation is irreparable or irreversible in nature, or if  
25 after attempts under this section to bring a repeat violation  
26 into compliance with a provision of a code or ordinance prove  
27 unsuccessful, the local governing body may make all reasonable  
28 repairs which are required to bring the property into  
29 compliance and charge the owner with the reasonable cost of  
30 the repairs along with the fine imposed pursuant to this  
31 section. Making such repairs does not create a continuing

1 obligation on the part of the local governing body to make  
2 further repairs or to maintain the property and does not  
3 create any liability against the local governing body for any  
4 damages to the property if such repairs were completed in good  
5 faith.

6 (f) Nothing in this subsection shall be construed to  
7 authorize any person designated as a code inspector to perform  
8 any function or duties of a law enforcement officer other than  
9 as specified in this subsection. A code inspector shall not  
10 make physical arrests or take any person into custody and  
11 shall be exempt from requirements relating to the Special Risk  
12 Class of the Florida Retirement System, bonding, and the  
13 Criminal Justice Standards and Training Commission, as defined  
14 and provided by general law.

15 (g) The provisions of this subsection shall not apply  
16 to the enforcement pursuant to ss. 553.79 and 553.80 of the  
17 Florida Building Code adopted pursuant to s. 553.73 as applied  
18 to construction, provided that a building permit is either not  
19 required or has been issued by the county.

20 (h) The provisions of this subsection may be used by a  
21 county in lieu of the provisions of part II of chapter 162.

22 (i) The provisions of this subsection are additional  
23 or supplemental means of enforcing county codes and  
24 ordinances. Except as provided in paragraph (h), nothing in  
25 this subsection shall prohibit a county from enforcing its  
26 codes or ordinances by any other means.

27 Section 83. Subsection (3) of section 129.02, Florida  
28 Statutes, is amended to read:

29 129.02 Requisites of budgets.--Each budget shall  
30 conform to the following specific directions and requirements:  
31

1           (3) The county fine and forfeiture fund budget shall  
2 contain an estimate of receipts by source and balances as  
3 provided herein, and an itemized estimate of expenditures that  
4 need to be incurred to carry on all criminal prosecution ~~as~~  
5 ~~provided in s. 142.01~~, and all other law enforcement functions  
6 and activities of the county now or hereafter authorized by  
7 law, and of indebtedness of the fine and forfeiture fund; also  
8 of the reserve for contingencies and the balance, as  
9 hereinbefore provided, which should be carried forward at the  
10 end of the year.

11           Section 84. Section 142.01, Florida Statutes, as  
12 amended by section 81 of chapter 2003-402, Laws of Florida, is  
13 amended to read:

14           142.01 Fine and forfeiture fund.--There shall be  
15 established by the clerk of the circuit court in each county  
16 of this state a separate fund to be known as the fine and  
17 forfeiture fund for use by the clerk of the circuit court in  
18 performing court-related functions. The fund shall consist of  
19 all fines and forfeitures collected by the clerk of the court  
20 for violations of the penal ~~or traffic~~ laws of the state,  
21 including criminal traffic violations, except those fines  
22 imposed under s. 775.0835(1); allocations of court costs and  
23 civil penalties pursuant to ~~s. ss.~~ 318.18 not otherwise  
24 provided for in s. 318.18(11)(a) and s. 318.21; assessments  
25 imposed under ss. 938.21, 938.23, and 938.25; and all costs  
26 refunded to the county.

27           Section 85. Subsection (3) is added to section  
28 218.245, Florida Statutes, to read:

29           218.245 Revenue sharing; apportionment.--

30           (3) Revenues attributed to the increase in  
31 distribution to the Revenue Sharing Trust Fund for

1 Municipalities pursuant to s. 212.20(6)(d)6. from 1.0715 to  
2 1.3409 percent as provided in chapter 2003-402, Laws of  
3 Florida, shall be distributed as follows: each eligible  
4 municipality's allocation will be based on the amount it  
5 received from the half-cent sales tax under s. 218.61 in the  
6 prior state fiscal year divided by the total receipts under s.  
7 218.61 in the prior state fiscal year for all eligible  
8 municipalities. For eligible municipalities that began  
9 participating in the allocation of half-cent sales tax under  
10 s. 218.61 in the previous state fiscal year, their annual  
11 receipts will be calculated by dividing their actual receipts  
12 by the number of months they participated, and the result  
13 multiplied by 12.

14 Section 86. Subsection (10) of section 318.14, Florida  
15 Statutes, is amended to read:

16 318.14 Noncriminal traffic infractions; exception;  
17 procedures.--

18 (10)(a) Any person cited for an offense listed under  
19 this subsection may, in lieu of payment of fine or court  
20 appearance, elect to enter a plea of nolo contendere and  
21 provide proof of compliance to the clerk of the court or  
22 authorized operator of a traffic violations bureau. In such  
23 case, adjudication shall be withheld; however, no election  
24 shall be made under this subsection if such person has made an  
25 election under this subsection in the 12 months preceding  
26 election hereunder. No person may make more than three  
27 elections under this subsection. This subsection applies to  
28 the following offenses:

29 1. Operating a motor vehicle without a valid driver's  
30 license in violation of the provisions of s. 322.03, s.  
31 322.065, or s. 322.15(1), or operating a motor vehicle with a

1 license ~~that~~ ~~which~~ has been suspended for failure to appear,  
2 failure to pay civil penalty, or failure to attend a driver  
3 improvement course pursuant to s. 322.291.

4           2. Operating a motor vehicle without a valid  
5 registration in violation of s. 320.0605, s. 320.07, or s.  
6 320.131.

7           3. Operating a motor vehicle in violation of s.  
8 316.646.

9           (b) Any person cited for an offense listed in this  
10 subsection shall present proof of compliance prior to the  
11 scheduled court appearance date. For the purposes of this  
12 subsection, proof of compliance shall consist of a valid,  
13 renewed, or reinstated driver's license or registration  
14 certificate and proper proof of maintenance of security as  
15 required by s. 316.646. Notwithstanding waiver of fine, any  
16 person establishing proof of compliance shall be assessed  
17 court costs of \$22, except that a person charged with  
18 violation of s. 316.646(1)-(3) may be assessed court costs of  
19 \$7. One dollar of such costs shall be remitted to the  
20 Department of Revenue for deposit into the Child Welfare  
21 Training Trust Fund of the Department of Children and Family  
22 Services. One dollar of such costs shall be distributed to the  
23 Department of Juvenile Justice for deposit into the Juvenile  
24 Justice Training Trust Fund. Twelve dollars of such costs  
25 shall be distributed to the municipality and \$8 shall be  
26 deposited by the clerk into the fine and forfeiture fund  
27 established pursuant to s. 142.01 ~~retained by the county~~, if  
28 the offense was committed within the municipality. If the  
29 offense was committed in an unincorporated area of a county or  
30 if the citation was for a violation of s. 316.646(1)-(3), ~~the~~  
31 ~~county shall retain~~ the entire amount shall be deposited by

1 the clerk into the fine and forfeiture fund established  
2 pursuant to s. 142.01, except for the moneys to be deposited  
3 into the Child Welfare Training Trust Fund and the Juvenile  
4 Justice Training Trust Fund. This subsection shall not be  
5 construed to authorize the operation of a vehicle without a  
6 valid driver's license, without a valid vehicle tag and  
7 registration, or without the maintenance of required security.

8 Section 87. Subsection (2) of section 318.15, Florida  
9 Statutes, as amended by section 98 of chapter 2003-402, Laws  
10 of Florida, is amended to read:

11 318.15 Failure to comply with civil penalty or to  
12 appear; penalty.--

13 (2) After suspension of the driver's license and  
14 privilege to drive of a person under subsection (1), the  
15 license and privilege may not be reinstated until the person  
16 complies with all obligations and penalties imposed on him or  
17 her under s. 318.18 and presents to a driver license office a  
18 certificate of compliance issued by the court, ~~together~~ with a  
19 nonrefundable service charge fee of up to ~~\$47.50~~ \$37.50  
20 imposed under s. 322.29, or presents the certificate of  
21 compliance and pays the aforementioned service charge fee of  
22 up to ~~\$47.50~~ \$37.50 to the clerk of the court or tax collector  
23 clearing such suspension. Ten dollars of the fee collected by  
24 the clerk of the court or tax collector shall be remitted to  
25 the Department of Revenue to be deposited into the Highway  
26 Safety Operating Trust Fund. Such person ~~must~~ shall also be in  
27 compliance with requirements of chapter 322 prior to  
28 reinstatement.

29 Section 88. Subsections (8) and (11) of section  
30 318.18, Florida Statutes, as amended by section 99 of chapter  
31



1 2003-402, Laws of Florida, are amended, and subsection (13) is  
2 added to that section, to read:

3           318.18 Amount of civil penalties.--The penalties  
4 required for a noncriminal disposition pursuant to s. 318.14  
5 are as follows:

6           (8)(a) Any person who fails to comply with the court's  
7 requirements or who fails to pay the civil penalties specified  
8 in this section within the 30-day period provided for in s.  
9 318.14 must pay an additional civil penalty of ~~\$18~~<sup>\$12</sup>, \$2.50  
10 of which must be remitted to the Department of Revenue for  
11 deposit in the General Revenue Fund, \$6 of which must be  
12 deposited into the fine and forfeiture fund established  
13 pursuant to s. 142.01, and \$9.50 of which must be remitted to  
14 the Department of Revenue for deposit in the Highway Safety  
15 Operating Trust Fund. The department shall contract with the  
16 Florida Association of Court Clerks, Inc., to design,  
17 establish, operate, upgrade, and maintain an automated  
18 statewide Uniform Traffic Citation Accounting System to be  
19 operated by the clerks of the court which shall include, but  
20 not be limited to, the accounting for traffic infractions by  
21 type, a record of the disposition of the citations, and an  
22 accounting system for the fines assessed and the subsequent  
23 fine amounts paid to the clerks of the court. On or before  
24 December 1, 2001, the clerks of the court must provide the  
25 information required by this chapter to be transmitted to the  
26 department by electronic transmission pursuant to the  
27 contract.

28           (b) Any person who fails to comply with the court's  
29 requirements as to civil penalties specified in this section  
30 due to demonstrable financial hardship shall be authorized to  
31 satisfy such civil penalties by public works or community

1 service. Each hour of such service shall be applied, at the  
2 rate of the minimum wage, toward payment of the person's civil  
3 penalties; ~~provided,~~ however, ~~that~~ if the person has a trade  
4 or profession for which there is a community service need and  
5 application, the rate for each hour of such service shall be  
6 the average standard wage for such trade or profession. Any  
7 person who fails to comply with the court's requirements as to  
8 such civil penalties who does not demonstrate financial  
9 hardship may also, at the discretion of the court, be  
10 authorized to satisfy such civil penalties by public works or  
11 community service in the same manner.

12 (c) If the noncriminal infraction has caused or  
13 resulted in the death of another, the person who committed the  
14 infraction may perform 120 community service hours under s.  
15 316.027(4), in addition to any other penalties.

16 (11)(a) Court costs that are to be in addition to the  
17 stated fine must be paid in an amount not less than the  
18 following and shall be deposited by the clerk into the fine  
19 and forfeiture fund established pursuant to s. 142.01:

20  
21 For pedestrian infractions.....\$ 3.  
22 For nonmoving traffic infractions.....\$ 16.  
23 For moving traffic infractions.....\$ 30.

24 (b) In addition to the court cost required under  
25 paragraph (a), up to \$3 for each infraction shall be collected  
26 and distributed by the clerk in those counties that have been  
27 authorized to establish a criminal justice selection center or  
28 a criminal justice access and assessment center pursuant to  
29 the following special acts of the Legislature:

30 1. Chapter 87-423, Laws of Florida, for Brevard  
31 County;

- 1           2. Chapter 89-521, Laws of Florida, for Bay County;  
2           3. Chapter 94-444, Laws of Florida, for Alachua  
3 County; and  
4           4. Chapter 97-333, Laws of Florida, for Pinellas  
5 County.

6  
7 Funds collected by the clerk pursuant to this paragraph shall  
8 be distributed to the centers authorized by those special  
9 acts.

10           (c) In addition to the court cost required under  
11 paragraph (a), a \$2.50 court cost must be paid for each  
12 infraction to be distributed by the clerk to the county to  
13 help pay for criminal justice education and training programs  
14 pursuant to s. 938.15. Funds from the distribution to the  
15 county not directed by the county to fund these centers or  
16 programs shall be retained by the clerk and used for funding  
17 the court-related services of the clerk.

18           (d)(b) In addition to the court cost required under  
19 paragraph (a), a \$3 court cost must be paid for each  
20 infraction to be distributed as provided in s. 938.01 and a \$2  
21 court cost as provided in s. 938.15 when assessed by a  
22 municipality or county.

23           (13) Notwithstanding any law to the contrary, a board  
24 of county commissioners that imposed by ordinance increased  
25 fees or service charges under s. 28.2401, s. 28.241, or s.  
26 34.041 for the purpose of securing payment of the principal of  
27 and interest on bonds issued by the county before July 1,  
28 2003, to finance state court facilities may impose by  
29 ordinance a surcharge of up to \$15 on any fine or forfeiture  
30 collected by the county for the violation of a traffic  
31 ordinance. Such surcharge shall not be waived by the court.

1 Revenue from the surcharge shall be used to pay the principal  
2 of and interest on the bonds until the date of stated  
3 maturity. The bonds may be refunded only if:

4 1. Savings will be realized on payments of debt  
5 service; and

6 2. The refunding bonds are scheduled to mature on the  
7 same date or before the bonds being refunded.

8 Section 89. Paragraphs (a) and (h) of subsection (2)  
9 and subsections (3) and (11) of section 318.21, Florida  
10 Statutes, as amended by section 100 of chapter 2003-402, Laws  
11 of Florida, are amended to read:

12 318.21 Disposition of civil penalties by county  
13 courts.--All civil penalties received by a county court  
14 pursuant to the provisions of this chapter shall be  
15 distributed and paid monthly as follows:

16 (2) Of the remainder:

17 (a) Twenty and six-tenths percent shall be remitted to  
18 the Department of Revenue for deposit into the General Revenue  
19 Fund of the state, except that the first \$300,000 shall be  
20 deposited into the Grants and Donations Trust Fund in the  
21 Justice Administrative Commission state courts system for  
22 administrative costs, training costs, and costs associated  
23 with the implementation and maintenance of Florida foster care  
24 citizen review panels in a constitutional charter county as  
25 provided for in s. 39.702.

26 ~~(h) Fifteen percent must be deposited into the General~~  
27 ~~Revenue Fund.~~

28 (3)~~(a)~~ Moneys paid to a municipality or special  
29 improvement district under subparagraph (2)(g)1. must be used  
30 to fund local criminal justice training as provided in s.  
31 938.15 when such a program is established by ordinance; to

1 fund a municipal school crossing guard training program; and  
2 for any other lawful purpose.

3 ~~(b) Moneys paid to a county under subparagraph~~  
4 ~~(2)(g)2. shall be used to fund local criminal justice training~~  
5 ~~as provided in s. 938.15 when such a program is established by~~  
6 ~~ordinance, to fund a county school crossing guard training~~  
7 ~~program, and for any other lawful purpose.~~

8 (11)(a) A ~~county or~~ municipality may, by majority vote  
9 of ~~its the~~ governing board ~~of the respective county or~~  
10 ~~municipality~~, impose a surcharge on parking fines for the sole  
11 purpose of funding school crossing guard programs; however,  
12 the governing body may set aside funds from this surcharge to  
13 pay for startup costs and recurring administrative costs  
14 related to printing new tickets or other means of implementing  
15 the program. The surcharge must be authorized by ordinance  
16 requiring public hearings.

17 (b) The proceeds of this surcharge must be placed in a  
18 trust fund established by the governing body of the ~~county or~~  
19 municipality called the School Crossing Guard Trust Fund.  
20 Funds collected from this surcharge must be distributed  
21 quarterly to fund the school crossing guard programs provided  
22 in subsection (3).

23 (c) If a county government is operating a school  
24 crossing guard program in the exercise of its municipal  
25 responsibilities, the county may, by majority vote of its  
26 governing board, impose a countywide surcharge on parking  
27 fines for the sole purpose of funding municipal school  
28 crossing guard programs throughout the county; however, the  
29 governing body may set aside funds from this surcharge to pay  
30 for startup costs and recurring administrative costs related  
31 to printing new tickets or other means of implementing the

1 program. The surcharge must be authorized by an ordinance  
2 requiring public hearings. This surcharge, established by the  
3 governing body of the county, must be placed in a trust fund  
4 called the School Crossing Guard Trust Fund. Funds collected  
5 from this surcharge must be distributed quarterly to  
6 jurisdictions to fund school crossing guard programs based on  
7 each jurisdiction's percentage of the school crossing guards  
8 in the county school district.

9 Section 90. Paragraph (a) of subsection (4) of section  
10 321.05, Florida Statutes, is amended to read:

11 321.05 Duties, functions, and powers of patrol  
12 officers.--The members of the Florida Highway Patrol are  
13 hereby declared to be conservators of the peace and law  
14 enforcement officers of the state, with the common-law right  
15 to arrest a person who, in the presence of the arresting  
16 officer, commits a felony or commits an affray or breach of  
17 the peace constituting a misdemeanor, with full power to bear  
18 arms; and they shall apprehend, without warrant, any person in  
19 the unlawful commission of any of the acts over which the  
20 members of the Florida Highway Patrol are given jurisdiction  
21 as hereinafter set out and deliver him or her to the sheriff  
22 of the county that further proceedings may be had against him  
23 or her according to law. In the performance of any of the  
24 powers, duties, and functions authorized by law, members of  
25 the Florida Highway Patrol shall have the same protections and  
26 immunities afforded other peace officers, which shall be  
27 recognized by all courts having jurisdiction over offenses  
28 against the laws of this state, and shall have authority to  
29 apply for, serve, and execute search warrants, arrest  
30 warrants, capias, and other process of the court in those  
31 matters in which patrol officers have primary responsibility

1 as set forth in subsection (1). The patrol officers under the  
2 direction and supervision of the Department of Highway Safety  
3 and Motor Vehicles shall perform and exercise throughout the  
4 state the following duties, functions, and powers:

5 (4)(a) All fines and costs and the proceeds of the  
6 forfeiture of bail bonds and recognizances resulting from the  
7 enforcement of this chapter by patrol officers shall be paid  
8 into the fine and forfeiture fund established pursuant to s.  
9 142.01 of the county where the offense is committed. In all  
10 cases of arrest by patrol officers, the person arrested shall  
11 be delivered forthwith by ~~the said~~ officer to the sheriff of  
12 the county, or he or she shall obtain from such person  
13 arrested a recognizance or, if deemed necessary, a cash bond  
14 or other sufficient security conditioned for his or her  
15 appearance before the proper tribunal of such county to answer  
16 the charge for which he or she has been arrested; and all fees  
17 accruing shall be taxed against the party arrested, which fees  
18 are ~~hereby~~ declared to be part of the compensation of such  
19 ~~said~~ sheriffs authorized to be fixed by the Legislature under  
20 s. 5(c), Art. II of the State Constitution, to be paid such  
21 sheriffs in the same manner as fees are paid for like services  
22 in other criminal cases. All patrol officers are ~~hereby~~  
23 directed to deliver all bonds accepted and approved by them to  
24 the sheriff of the county in which the offense is alleged to  
25 have been committed. However, no sheriff shall be paid any  
26 arrest fee for the arrest of a person for violation of any  
27 section of chapter 316 when the arresting officer was  
28 transported in a Florida Highway Patrol car to the vicinity  
29 where the arrest was made; and no sheriff shall be paid any  
30 fee for mileage for himself or herself or a prisoner for miles  
31 traveled in a Florida Highway Patrol car. No patrol officer

1 shall be entitled to any fee or mileage cost except when  
2 responding to a subpoena in a civil cause or except when such  
3 patrol officer is appearing as an official witness to testify  
4 at any hearing or law action in any court of this state as a  
5 direct result of his or her employment as a patrol officer  
6 during time not compensated as a part of his or her normal  
7 duties. Nothing herein shall be construed as limiting the  
8 power to locate and to take from any person under arrest or  
9 about to be arrested deadly weapons. Nothing contained in this  
10 section shall be construed as a limitation upon existing  
11 powers and duties of sheriffs or police officers.

12 Section 91. Subsections (4) and (11) of section  
13 327.73, Florida Statutes, as amended by section 103 of chapter  
14 2003-402, Laws of Florida, are amended to read:

15 327.73 Noncriminal infractions.--

16 (4) Any person charged with a noncriminal infraction  
17 under this section may:

18 (a) Pay the civil penalty, either by mail or in  
19 person, within 30 days of the date of receiving the citation;  
20 or,

21 (b) If he or she has posted bond, forfeit bond by not  
22 appearing at the designated time and location.

23  
24 If the person cited follows either of the above procedures, he  
25 or she shall be deemed to have admitted the noncriminal  
26 infraction and to have waived the right to a hearing on the  
27 issue of commission of the infraction. Such admission shall  
28 not be used as evidence in any other proceedings. If a person  
29 who is cited for a violation of s. 327.395 can show a boating  
30 safety identification card issued to that person and valid at  
31 the time of the citation, the clerk of the court may dismiss



1 the case and may assess a~~\$5~~ dismissal fee of up to \$7.50. If  
2 a person who is cited for a violation of s. 328.72(13) can  
3 show proof of having a registration for that vessel which was  
4 valid at the time of the citation, the clerk may dismiss the  
5 case and may assess a~~\$5~~ dismissal fee of up to \$7.50.

6 (11)(a) Court costs that are to be in addition to the  
7 stated civil penalty shall be imposed by the court in an  
8 amount not less than the following:

- 9 1. For swimming or diving infractions, up to \$4.50~~\$3~~.
- 10 2. For nonmoving boating infractions, up to \$9~~\$6~~.
- 11 3. For boating infractions listed in s. 327.731(1), up  
12 to \$15~~\$10~~.

13 (b) In addition to the court cost required ~~assessed~~  
14 under paragraph (a), ~~the court shall impose~~ a \$3 court cost  
15 must be paid for each noncriminal infraction, to be  
16 distributed as provided in s. 938.01, and a~~\$2~~ court cost as  
17 provided in s. 938.15 when assessed by a municipality or  
18 county.

19  
20 Court costs imposed under this subsection may not exceed~~\$45~~  
21 ~~\$30~~. A criminal justice selection center or both local  
22 criminal justice access and assessment centers may be funded  
23 from these court costs.

24 Section 92. Subsection (1) of section 372.72, Florida  
25 Statutes, is amended to read:

26 372.72 Disposition of fines, penalties, and  
27 forfeitures.--

28 (1) All moneys collected from fines, penalties, or  
29 forfeitures of bail of persons convicted under this chapter  
30 shall be deposited in the fine and forfeiture fund established  
31 pursuant to s. 142.01 of the county where such convictions are

1 had, except for the disposition of moneys as provided in  
2 subsection (2).

3 Section 93. Section 382.023, Florida Statutes, as  
4 amended by section 104 of chapter 2003-402, Laws of Florida,  
5 is amended to read:

6 382.023 Department to receive dissolution-of-marriage  
7 records; fees.--Clerks of the circuit courts shall collect for  
8 their services at the time of the filing of a final judgment  
9 of dissolution of marriage a fee of up to \$10.50, of which 43  
10 percent shall be retained by the clerk of the circuit court as  
11 a part of the cost in the cause in which the judgment is  
12 granted. The remaining 57 percent shall be remitted to the  
13 Department of Revenue for deposit to the Department of Health  
14 to defray part of the cost of maintaining the  
15 dissolution-of-marriage records. A record of each and every  
16 judgment of dissolution of marriage granted by the court  
17 during the preceding calendar month, giving names of parties  
18 and such other data as required by forms prescribed by the  
19 department, shall be transmitted to the department, on or  
20 before the 10th day of each month, along with an accounting of  
21 the funds remitted to the Department of Revenue pursuant to  
22 this section.

23 Section 94. Subsection (2) of section 384.288, Florida  
24 Statutes, is amended to read:

25 384.288 Fees and other compensation; payment by board  
26 of county commissioners.--

27 (2) All court-related fees, mileage, and charges shall  
28 be taxed by the court as costs in each proceeding and shall be  
29 paid by the board of county commissioners ~~out of the general~~  
30 ~~fund or fine and forfeiture fund of the county.~~

31

1           Section 95. Subsection (2) of section 392.68, Florida  
2 Statutes, is amended to read:

3           392.68 Fees and other compensation.--

4           (2) All fees, mileage, and charges shall be taxed by  
5 the court as costs in each proceeding and shall be paid by the  
6 board of county commissioners ~~out of the general funds or the~~  
7 ~~fine and forfeiture funds of the county.~~

8           Section 96. Section 394.473, Florida Statutes, as  
9 amended by section 107 of chapter 2003-402, Laws of Florida,  
10 is amended to read:

11           394.473 Attorney's fee; expert witness fee.--

12           (1) In case of the indigence of any person for whom an  
13 attorney is appointed pursuant to the provisions of this part,  
14 the attorney shall be entitled to a reasonable fee to be  
15 determined by the court and paid pursuant to chapter 29 ~~from~~  
16 ~~the general fund of the county from which the patient was~~  
17 ~~involuntarily detained.~~ In case of the indigence of any such  
18 person, the court may appoint a public defender. The public  
19 defender shall receive no additional compensation other than  
20 that usually paid his or her office.

21           (2) In case of the indigence of any person for whom  
22 expert testimony is required in a court hearing pursuant to  
23 the provisions of this act, the expert, except one who is  
24 classified as a full-time employee of the state ~~or who is~~  
25 ~~receiving remuneration from the state for his or her time in~~  
26 ~~attendance at the hearing,~~ shall be entitled to a reasonable  
27 fee to be determined by the court and paid pursuant to chapter  
28 29 ~~from the general fund of the county from which the patient~~  
29 ~~was involuntarily detained.~~

1           Section 97. Subsection (1) of section 395.3025,  
2 Florida Statutes, as amended by section 108 of chapter  
3 2003-402, Laws of Florida, is amended to read:

4           395.3025 Patient and personnel records; copies;  
5 examination.--

6           (1) Any licensed facility shall, upon written request,  
7 and only after discharge of the patient, furnish, in a timely  
8 manner, without delays for legal review, to any person  
9 admitted therein for care and treatment or treated thereat, or  
10 to any such person's guardian, curator, or personal  
11 representative, or in the absence of one of those persons, to  
12 the next of kin of a decedent or the parent of a minor, or to  
13 anyone designated by such person in writing, a true and  
14 correct copy of all patient records, including X rays, and  
15 insurance information concerning such person, which records  
16 are in the possession of the licensed facility, provided the  
17 person requesting such records agrees to pay a charge. The  
18 exclusive charge for copies of patient records may include  
19 sales tax and actual postage, and, except for nonpaper records  
20 that which are subject to a charge not to exceed \$2 ~~as~~  
21 ~~provided in s. 28.24(6)(c)~~, may not exceed \$1 per page, ~~as~~  
22 ~~provided in s. 28.24(5)(a)~~. A fee of up to \$1 may be charged  
23 for each year of records requested. These charges shall apply  
24 to all records furnished, whether directly from the facility  
25 or from a copy service providing these services on behalf of  
26 the facility. However, a patient whose records are copied or  
27 searched for the purpose of continuing to receive medical care  
28 is not required to pay a charge for copying or for the search.  
29 The licensed facility shall further allow any such person to  
30 examine the original records in its possession, or microforms  
31 or other suitable reproductions of the records, upon such

1 reasonable terms as shall be imposed to assure that the  
2 records will not be damaged, destroyed, or altered.

3 Section 98. Subsection (5) of section 397.334, Florida  
4 Statutes, as amended by section 109 of chapter 2003-402, Laws  
5 of Florida, is amended to read:

6 397.334 Treatment-based drug court programs.--

7 (5) If a county chooses to fund a treatment-based drug  
8 court program, the county must secure funding from sources  
9 other than the state for those costs not otherwise assumed by  
10 the state pursuant to s. 29.004. This does not prohibit the  
11 counties from using treatment and other service dollars  
12 provided to them by other state executive agencies or grant  
13 funds that may become available for the funding of drug  
14 courts. Counties may provide, by interlocal agreement, for the  
15 collective funding of these programs.

16 Section 99. Subsection (4) of section 588.20, Florida  
17 Statutes, is amended to read:

18 588.20 Report of sale and disposition of proceeds.--

19 (4) If the amount realized from the sale or other  
20 disposition of the animal is insufficient to pay all fees,  
21 costs and expenses as provided in ss. 588.12-588.25, the  
22 deficit shall be paid by the county ~~from its fine and~~  
23 ~~forfeiture fund.~~

24 Section 100. Subsection (1) of section 713.24, Florida  
25 Statutes, as amended by section 111 of chapter 2003-402, Laws  
26 of Florida, is amended to read:

27 713.24 Transfer of liens to security.--

28 (1) Any lien claimed under this part may be  
29 transferred, by any person having an interest in the real  
30 property upon which the lien is imposed or the contract under  
31

1 | which the lien is claimed, from such real property to other  
2 | security by either:  
3 |       (a) Depositing in the clerk's office a sum of money,  
4 | or  
5 |       (b) Filing in the clerk's office a bond executed as  
6 | surety by a surety insurer licensed to do business in this  
7 | state,  
8 |  
9 | either to be in an amount equal to the amount demanded in such  
10 | claim of lien, plus interest thereon at the legal rate for 3  
11 | years, plus \$1,000 or 25 percent of the amount demanded in the  
12 | claim of lien, whichever is greater, to apply on any  
13 | attorney's fees and court costs that may be taxed in any  
14 | proceeding to enforce said lien. Such deposit or bond shall be  
15 | conditioned to pay any judgment or decree which may be  
16 | rendered for the satisfaction of the lien for which such claim  
17 | of lien was recorded. Upon making such deposit or filing such  
18 | bond, the clerk shall make and record a certificate showing  
19 | the transfer of the lien from the real property to the  
20 | security and shall mail a copy thereof by registered or  
21 | certified mail to the lienor named in the claim of lien so  
22 | transferred, at the address stated therein. Upon filing the  
23 | certificate of transfer, the real property shall thereupon be  
24 | released from the lien claimed, and such lien shall be  
25 | transferred to said security. In the absence of allegations of  
26 | privity between the lienor and the owner, and subject to any  
27 | order of the court increasing the amount required for the lien  
28 | transfer deposit or bond, no other judgment or decree to pay  
29 | money may be entered by the court against the owner. The clerk  
30 | shall be entitled to a service charge ~~fee~~ for making and  
31 | serving the certificate, in the sum of \$15. If the

1 transaction involves the transfer of multiple liens, an  
2 additional charge of \$7.50 for each additional lien shall be  
3 charged. For recording the certificate and approving the  
4 bond, the clerk shall receive her or his usual statutory  
5 service charges as prescribed in s. 28.24. Any number of liens  
6 may be transferred to one such security.

7 Section 101. Section 721.83, Florida Statutes, as  
8 amended by section 112 of chapter 2003-402, Laws of Florida,  
9 is amended to read:

10 721.83 Consolidation of foreclosure actions.--

11 (1) A complaint in a foreclosure proceeding involving  
12 timeshare estates may join in the same action multiple  
13 defendant obligors and junior interestholders of separate  
14 timeshare estates, provided:

15 (a) The foreclosure proceeding involves a single  
16 timeshare property;

17 (b) The foreclosure proceeding is filed by a single  
18 plaintiff;

19 (c) The default and remedy provisions in the written  
20 instruments on which the foreclosure proceeding is based are  
21 substantially the same for each defendant; ~~and~~

22 (d) The nature of the defaults alleged is the same for  
23 each defendant; ~~and-~~

24 (e) No more than 15 timeshare estates, without regard  
25 to the number of defendants, are joined within the same  
26 consolidated foreclosure action.

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

31

1           (3) A consolidated timeshare foreclosure action shall  
2 be considered a single action, suit, or proceeding for the  
3 payment of filing fees and service charges pursuant to general  
4 law. In addition to the payment of such filing fees and  
5 service charges, an additional filing fee of \$5 for each  
6 timeshare estate joined in that action shall be paid to the  
7 clerk of court. ~~The clerk of court shall require a plaintiff~~  
8 ~~to pay separate filing fees and service charges as provided by~~  
9 ~~general law for each defendant in a consolidated foreclosure~~  
10 ~~action filed pursuant to this section.~~

11           Section 102. Subsection (6) of section 744.365,  
12 Florida Statutes, as amended by section 115 of chapter  
13 2003-402, Laws of Florida, is amended to read:

14           744.365 Verified inventory.--

15           (6) AUDIT FEE.--

16           (a) Where the value of the ward's property exceeds  
17 \$25,000, a guardian shall pay from the ward's property to the  
18 clerk of the circuit court a fee of up to \$75, upon the filing  
19 of the verified inventory, for the auditing of the inventory.  
20 Upon petition by the guardian, the court may waive the  
21 auditing fee upon a showing of insufficient funds in the  
22 ward's estate. ~~Any guardian unable to pay the auditing fee may~~  
23 ~~petition the court for waiver of the fee. The court may waive~~  
24 ~~the fee after it has reviewed the documentation filed by the~~  
25 ~~guardian in support of the waiver.~~

26           (b) An audit fee may not be charged to any ward whose  
27 property has a value of less than \$25,000. ~~In such case, the~~  
28 ~~audit fee must be paid from the general fund of the county in~~  
29 ~~which the guardianship proceeding is conducted.~~

30  
31



1           Section 103. Subsection (4) of section 744.3678,  
2 Florida Statutes, as amended by section 116 of chapter  
3 2003-402, Laws of Florida, is amended to read:

4           744.3678 Annual accounting.--

5           (4) The guardian shall pay from the ward's estate to  
6 the clerk of the circuit court a fee based upon the following  
7 graduated fee schedule, upon the filing of the annual  
8 financial return, for the auditing of the return:

9           (a) For estates with a value of \$25,000 or less the  
10 clerk of the court may charge a fee of up to \$15.

11           (b) For estates with a value of more than \$25,000 up  
12 to and including \$100,000 the clerk of the court may charge a  
13 fee of up to \$75.

14           (c) For estates with a value of more than \$100,000 up  
15 to and including \$500,000 the clerk of the court may charge a  
16 fee of up to \$150.

17           (d) For estates with a value in excess of \$500,000 the  
18 clerk of the court may charge a fee of up to \$225.

19  
20 Upon petition by the guardian, the court may waive the  
21 auditing fee upon a showing of insufficient funds in the  
22 ward's estate. Any guardian unable to pay the auditing fee may  
23 petition the court for a waiver of the fee. The court may  
24 waive the fee after it has reviewed the documentation filed by  
25 the guardian in support of the waiver.

26           Section 104. Subsection (2) of section 766.104,  
27 Florida Statutes, is amended to read:

28           766.104 Pleading in medical negligence cases; claim  
29 for punitive damages; authorization for release of records for  
30 investigation.--

31

1           (2) Upon petition to the clerk of the court where the  
2 suit will be filed and payment to the clerk of a filing fee,  
3 not to exceed ~~\$37.50~~\$25, established by the chief judge, an  
4 automatic 90-day extension of the statute of limitations shall  
5 be granted to allow the reasonable investigation required by  
6 subsection (1). This period shall be in addition to other  
7 tolling periods. No court order is required for the extension  
8 to be effective. The provisions of this subsection shall not  
9 be deemed to revive a cause of action on which the statute of  
10 limitations has run.

11           Section 105. Section 849.19, Florida Statutes, is  
12 amended to read:

13           849.19 Property rights in confiscated machine.--The  
14 right of property in and to any machine, apparatus or device  
15 as defined in s. 849.16 and to all money and other things of  
16 value therein, is declared not to exist in any person, and the  
17 same shall be forfeited and such money or other things of  
18 value shall be forfeited ~~to the county in which the seizure~~  
19 ~~was made~~ and shall be delivered forthwith to the clerk of the  
20 circuit court and shall by her or him be placed in the fine  
21 and forfeiture fund established pursuant to s. 142.01 ~~of said~~  
22 ~~county~~.

23           Section 106. Section 849.22, Florida Statutes, is  
24 amended to read:

25           849.22 Fees of clerk of circuit court and  
26 sheriff.--The clerks of the courts and the sheriffs performing  
27 duties under the provisions of ss. 849.15-849.23 shall receive  
28 the same fees as prescribed by general law for the performance  
29 of similar duties, and such fees shall be paid by ~~out of the~~  
30 ~~fine and forfeiture fund of the county~~ as costs are paid upon  
31 conviction of an insolvent person.

1 Section 107. Section 849.44, Florida Statutes, is  
2 amended to read:

3 849.44 Disposition of proceeds of forfeiture.--All  
4 sums received from a sale or other disposition of the seized  
5 property shall be paid into the ~~county~~ fine and forfeiture  
6 fund established pursuant to s. 142.01 and shall become a part  
7 thereof; ~~provided,~~ however, ~~that~~ in instances where the  
8 seizure is by a municipal police officer within the limits of  
9 any municipality having an ordinance requiring such vehicles,  
10 vessels or conveyances to be forfeited, the city attorney  
11 shall act in behalf of the city in lieu of the state attorney  
12 and shall proceed to forfeit the property as herein provided,  
13 and all sums received therefrom shall go into the general  
14 operating fund of the city.

15 Section 108. Subsection (3) of section 903.26, Florida  
16 Statutes, is amended to read:

17 903.26 Forfeiture of the bond; when and how directed;  
18 discharge; how and when made; effect of payment.--

19 (3) Sixty days after the forfeiture notice has been  
20 mailed:

21 (a) State and county officials having custody of  
22 forfeited money shall deposit the money in the ~~county~~ fine and  
23 forfeiture fund established pursuant to s. 142.01;

24 (b) Municipal officials having custody of forfeited  
25 money shall deposit the money in a designated municipal fund;

26 (c) Officials having custody of bonds as authorized by  
27 s. 903.16 shall transmit the bonds to the clerk of the circuit  
28 court who shall sell them at market value and disburse the  
29 proceeds as provided in paragraphs (a) and (b).

30 Section 109. Section 925.09, Florida Statutes, is  
31 amended to read:

1           925.09 Authority of state attorney to order  
2 autopsies.--The state attorney may have an autopsy performed,  
3 before or after interment, on a dead body found in the county  
4 when she or he decides it is necessary in determining whether  
5 or not death was the result of a crime. Physicians performing  
6 the autopsy shall be paid reasonable fees by ~~from~~ the county  
7 ~~fine and forfeiture fund~~ upon the approval of the county  
8 commission and the state attorney ordering the autopsy.

9           Section 110. Section 938.17, Florida Statutes, is  
10 amended to read:

11           938.17 County delinquency prevention.--

12           (1) JUVENILE ASSESSMENT CENTERS AND SCHOOL BOARD  
13 SUSPENSION PROGRAMS.--

14           ~~(a)(1)~~ A county may adopt a mandatory cost to be  
15 assessed in specific cases by incorporating by reference the  
16 provisions of this subsection ~~section~~ in a county ordinance.  
17 Prior to the adoption of the county ordinance, the sheriff's  
18 office of the county must be a partner in a written agreement  
19 with the Department of Juvenile Justice to participate in a  
20 juvenile assessment center or with the district school board  
21 to participate in a suspension program.

22           ~~(b)(2)~~ In counties in which the sheriff's office is a  
23 partner in a juvenile assessment center under ~~pursuant to~~ s.  
24 985.209, or a partner in a suspension program developed in  
25 conjunction with the district school board in the county of  
26 the sheriff's jurisdiction, the court shall assess court costs  
27 of \$3 per case, in addition to any other authorized cost or  
28 fine, on every person who, with respect to a charge,  
29 indictment, prosecution commenced, or petition of delinquency  
30 filed in that county or circuit, pleads guilty, nolo  
31 contendere to, or is convicted of, or adjudicated delinquent

1 for, or has an adjudication withheld for, a felony or  
2 misdemeanor, or a criminal traffic offense or handicapped  
3 parking violation under state law, or a violation of any  
4 municipal or county ordinance, if the violation constitutes a  
5 misdemeanor under state law.

6 ~~(c)1.(3)(a)~~ The clerks of the county and circuit  
7 court, in a county where the sheriff's office is a partner in  
8 an assessment center or suspension program as specified in  
9 paragraph (a) subsection (1), shall collect and deposit the  
10 assessments collected under pursuant to this subsection  
11 ~~section~~ in an appropriate, designated account established by  
12 the clerk of the court, for disbursement to the sheriff as  
13 needed for the implementation and operation of an assessment  
14 center or suspension program.

15 ~~2.(b)~~ The clerk of the circuit and county court shall  
16 withhold 5 percent of the assessments each court collects  
17 under pursuant to this subsection section, for the costs of  
18 administering the collection of assessments ~~under this~~  
19 ~~section~~.

20 ~~3.(c)~~ Assessments collected by clerks of the circuit  
21 courts comprised of more than one county shall remit the funds  
22 collected under pursuant to this subsection section to the  
23 county in which the offense at issue was committed for deposit  
24 and disbursement according to this subsection section.

25 ~~4.(d)~~ Any other funds the sheriff's office obtains for  
26 the implementation or operation of an assessment center or  
27 suspension program may be deposited into the designated  
28 account for disbursement to the sheriff as needed.

29 ~~(d)(4)~~ A sheriff's office that receives the cost  
30 assessments established in paragraph (a) subsection (1) shall  
31 account for all funds that have been deposited into the

1 designated account by August 1 annually in a written report to  
2 the juvenile justice county council if funds are used for  
3 assessment centers, and to the district school board if funds  
4 are used for suspension programs.

5 (2) TEEN COURTS; OPERATION AND ADMINISTRATION.--

6 (a) Notwithstanding s. 318.121, in each county in  
7 which a teen court has been created, the board of county  
8 commissioners may adopt a mandatory cost to be assessed in  
9 specific cases by incorporating by reference the provisions of  
10 this subsection in a county ordinance. Assessments collected  
11 by the clerk of the circuit court under this subsection shall  
12 be deposited into an account specifically for the operation  
13 and administration of the teen court or other juvenile  
14 delinquency prevention programs.

15 (b) A sum of \$3 shall be assessed as a court cost in  
16 the circuit and county court in the county against each person  
17 who pleads guilty or nolo contendere to, or is convicted of,  
18 regardless of adjudication, a violation of a criminal law or a  
19 municipal ordinance or county ordinance or who pays a fine or  
20 civil penalty for any violation of chapter 316. Any person  
21 whose adjudication is withheld under s. 318.14(9) or (10)  
22 shall also be assessed the cost.

23 (c) The \$3 assessment for court costs shall be  
24 assessed in addition to any fine or civil penalty or other  
25 court cost and may not be deducted from the proceeds of that  
26 portion of any fine or civil penalty which is received by a  
27 municipality in the county or by the county in accordance with  
28 ss. 316.660 and 318.21. The \$3 assessment shall be  
29 specifically added to any civil penalty paid for a violation  
30 of chapter 316, regardless of whether the penalty is paid by  
31 mail, paid in person without request for a hearing, or paid

1 after hearing and determination by the court. However, the \$3  
2 assessment may not be made against a person for a violation of  
3 any state law, county ordinance, or municipal ordinance  
4 relating to the parking of vehicles, with the exception of a  
5 violation of the handicapped parking laws.

6 (d)1. The clerk of the circuit court shall collect the  
7 \$3 assessments for court costs established in this subsection  
8 and shall remit the assessments to the teen court or other  
9 juvenile delinquency prevention program monthly.

10 2. The clerk of the circuit court shall withhold 5  
11 percent of the assessments collected, which shall be retained  
12 as fee income of the office of the clerk of the circuit court.

13 (e) A teen court that receives the cost assessments  
14 established by the adopted county ordinance must account for  
15 all funds that have been deposited into the designated account  
16 in a written report to the board of county commissioners. The  
17 report must be given to the commissioners by August 1 of each  
18 year or by a date required by the commissioners.

19 (f) A teen court may be administered by a nonprofit  
20 organization, a law enforcement agency, the court  
21 administrator, the clerk of the court, or another similar  
22 agency authorized by the board of county commissioners.

23 Section 111. Paragraph (a) of subsection (1) and  
24 subsection (4) of section 938.29, Florida Statutes, are  
25 amended to read:

26 938.29 Legal assistance; lien for payment of  
27 attorney's fees or costs.--

28 (1)(a) A defendant determined to be guilty of a  
29 criminal act by a court or jury or through a plea of guilty or  
30 nolo contendere and who has received the assistance of the  
31 public defender's office, a special assistant public defender,

1 or a conflict attorney shall be liable for payment of  
2 attorney's fees and costs. The court shall impose attorney's  
3 fees and costs based on the reasonable value of services  
4 provided. Each circuit Article V indigent services committee  
5 shall develop a schedule of recommended costs for each  
6 category of case for the court to consider in imposing fees  
7 and costs. The court shall determine the amount of the  
8 ~~obligation.~~ Such costs may ~~shall~~ include, but not be limited  
9 to, the cost of depositions; cost of transcripts of  
10 depositions, including the cost of defendant's copy, which  
11 transcripts are certified by the defendant's attorney as  
12 having served a useful purpose in the disposition of the case;  
13 investigative costs; witness fees; the cost of psychiatric  
14 examinations; or other reasonable costs specially incurred by  
15 the state and the clerk of court for the defense of the  
16 defendant in criminal prosecutions. Costs shall not include  
17 expenses inherent in providing a constitutionally guaranteed  
18 jury trial or expenditures in connection with the maintenance  
19 and operation of government agencies that must be made by the  
20 public irrespective of specific violations of law. Any costs  
21 assessed pursuant to this paragraph shall be reduced by any  
22 amount assessed against a defendant pursuant to s. 938.05.

23 (4) The clerk of the circuit court of the county  
24 claiming such debt or lien may pursue collection on the debt  
25 or lien remaining unpaid for 90 days or more or refer such  
26 collection to a private attorney who is a member in good  
27 standing of The Florida Bar or a collection agent who in  
28 registered and in good standing pursuant to chapter 559. In  
29 pursuing the collection of such unpaid financial obligations  
30 through a private attorney or collection agent, the clerk of  
31 the circuit court must determine this is cost-effective and



1 follow applicable procurement practices. The cost of  
2 collection, including a reasonable attorney's fee, may be  
3 recovered by adding the cost and fee to the balance owed,  
4 except that such fee and cost may not exceed 40 percent of the  
5 balance owed. ~~The clerk of the county claiming such lien is~~  
6 ~~authorized to contract with a private attorney or collection~~  
7 ~~agency for collection of such debts or liens, provided the fee~~  
8 ~~for such collection shall be on a contingent basis not to~~  
9 ~~exceed 50 percent of the recovery. However, no fee shall be~~  
10 ~~paid to any collection agency by reason of foreclosure~~  
11 ~~proceedings against real property or from the proceeds from~~  
12 ~~the sale or other disposition of real property.~~

13           Section 112. Section 938.35, Florida Statutes, is  
14 amended to read:

15           938.35 Collection of court-related financial  
16 obligations.--The board of county commissioners may pursue the  
17 collection of any fines, court costs, or other costs to which  
18 it is entitled which remain unpaid for 90 days or more, or  
19 refer such collection to a private attorney who is a member in  
20 good standing of The Florida Bar or collection agent who is  
21 registered and in good standing pursuant to chapter 559. In  
22 pursuing the collection of such unpaid financial obligations  
23 through a private attorney or collection agent, the board of  
24 county commissioners must determine this is cost-effective and  
25 follow applicable procurement practices. The cost of  
26 collection, including a reasonable attorney's fee, may be  
27 recovered by adding the cost and fee to the balance owed,  
28 except that such fee and cost may not exceed 40 percent of the  
29 balance owed.

30           Section 113. Section 939.18, Florida Statutes, is  
31 amended to read:

1           939.18 Assessment of additional court costs for legal  
2 aid programs, public law libraries, and court facilities.--

3           (1)(a) When a person pleads guilty or nolo contendere  
4 to, or is found guilty of, any felony, misdemeanor, or  
5 criminal traffic offense under the laws of this state, the  
6 court may assess an additional court cost, not to exceed \$150.  
7 Such additional assessment shall be accounted for separately  
8 by the county in which the offense occurred, to be used for  
9 funding legal aid programs and public law libraries and for  
10 providing and maintaining court facilities under rules adopted  
11 by the Administration Commission. The Administration  
12 Commission shall adopt rules to implement this subsection  
13 which prescribe the methods of expenditure, the permissible  
14 purposes of expenditure, the investment requirements, and the  
15 accounting and reporting requirements to be enforced by each  
16 county as to the funds collected. Funds for legal aid programs  
17 shall be paid by the counties in the same manner and in the  
18 same schedule as provided from filing fees and service charges  
19 during October 1, 2002, to September 30, 2003.

20           (b) The court may order a person to pay the additional  
21 court cost if it finds that the person has the ability to pay  
22 the additional assessment and will not be prevented thereby  
23 from making restitution or other compensation to victims which  
24 is authorized by law or from paying child support.

25           (2) The clerk of court shall annually prepare a  
26 financial report detailing the amount of court costs assessed  
27 and received and the expenditures and earnings from the  
28 investment of such funds. This report must be submitted to the  
29 board of county commissioners, the chief judge of the judicial  
30 circuit in which the county is situated, and the  
31 Administration Commission.

1           Section 114. Cost sharing of due-process-related  
2 costs; legislative intent.--It is the intention of the  
3 Legislature to provide state funded due process related  
4 services to the state court system, the state attorneys, the  
5 public defenders and court appointed conflict counsel, in the  
6 most cost effective and efficient manner. It is therefore  
7 appropriate to provide the state court system, the state  
8 attorneys, the public defenders and court appointed conflict  
9 counsel with the ability to share the costs associated with  
10 these due process costs by cost reimbursement and contract.

11           (1) The state court system, the state attorneys, the  
12 public defenders, and court-appointed conflict counsel may  
13 enter into contractual agreements to share, pro rata, the  
14 costs associated with court reporting services, foreign  
15 language translators and interpreters, court experts, and all  
16 other due-process-related costs. Such costs shall be budgeted  
17 within the appropriation for each of the affected users of  
18 services.

19           (2) For the purposes of this section,  
20 due-process-related costs are those that are provided by the  
21 state to ensure access to court and the protection of the  
22 constitutional rights of litigants without regard to the  
23 ability to pay for those services.

24           Section 115. Payment of costs associated with certain  
25 trial court services.--

26           (1)(a) Whenever a trial court makes state-funded goods  
27 or services available to all litigants, the trial court  
28 administrator of the circuit shall recover the reasonable cost  
29 of those services from persons who have the ability to pay.

30           (b) Costs that are collected by the trial court  
31 administrator under this section shall be deposited into the

1 judicial branch grants and donations trust fund to be used for  
2 actual expenses incurred in providing trial-court services  
3 pursuant to this section, which may include the salaries of  
4 permanent employees.

5 (c) The reasonable cost of goods or services and the  
6 implementation of the provisions of this section shall be  
7 determined by the Trial Court Budget Commission.

8 (2)(a) Whenever a county makes goods or services  
9 available to all litigants as a part of the local requirements  
10 funded by the county, the county may charge and collect fees  
11 for those goods and services from persons who have the ability  
12 to pay.

13 (b) The chief judge of the circuit shall determine the  
14 fees to be paid for such goods and services deemed local  
15 requirements.

16 Section 116. The Division of Statutory Revision of the  
17 Office of Legislative Services is requested to redesignate, in  
18 the next edition of the Florida Statutes, the title of chapter  
19 40, Florida Statutes, from "Jurors and Payment of Jurors and  
20 Witnesses" to "Juries; Payment of Jurors and Due Process  
21 Costs."

22 Section 117. Billing submitted for payment of due  
23 process services, including, but not limited to, court  
24 reporter services, court interpreter services, expert witness  
25 services, mental health evaluations, and court appointed  
26 counsel services must be paid by the counties if the services  
27 were rendered before July 1, 2004. Counties must also pay for  
28 the entire cost of any flat-fee-per-case payment pursuant to a  
29 contract or professional services agreement with  
30 court-appointed counsel for appointments made before July 1,  
31 2004, regardless of whether work on the case is actually

1 concluded prior to July 1, 2004. Except for the flat-fee  
2 contracts with court-appointed counsel, billings for services  
3 on any case that commenced prior to July 1, 2004, but  
4 continues past July 1, 2004, must be submitted with an  
5 itemized listing of payment due for services rendered before  
6 July 1, 2004, and on or after July 1, 2004. The county shall  
7 pay the portion of the bill for services rendered before July  
8 1, 2004, and provide a copy of the itemized bill to the  
9 Justice Administrative Commission or the Office of State  
10 Courts Administrator as appropriate for payment of the portion  
11 of the bill for services provided on or after July 1, 2004.

12       Section 118. On July 1, 2004, all cash balances within  
13 county funds previously established to provide dedicated  
14 funding to benefit specific court-related programs shall be  
15 used to fund such programs after July 1, 2004, until those  
16 funds are depleted.

17       Section 119. Sections 11.75 and 40.30, Florida  
18 Statutes, are repealed.

19       Section 120. Except as otherwise expressly provided in  
20 this act, this act shall take effect July 1, 2004.  
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1 STATEMENT OF SUBSTANTIAL CHANGES CONTAINED IN  
2 COMMITTEE SUBSTITUTE FOR  
3 CS/CS for SB 2962

- 4
- 5 - The bill amends s. 29.005, F.S., to require counties to  
6 transfer title of vehicles provided to the state attorney  
7 to the state effective July 1, 2004.
- 8 - The bill amends s. 29.006, F.S., to require counties to  
9 transfer title of vehicles provided to the public  
10 defender to the state effective July 1, 2004.
- 11 - The bill amends s. 318.11 (11), F.S., to continue funding  
12 for only those criminal justice selection centers  
13 previously authorized by special acts of the Legislature.
- 14 - The bill amends s. 27.42 (1), F.S., to prohibit state  
15 attorneys serving on the circuit Article V indigent  
16 services committee from participating in discussions or  
17 decisions relating to court-appointed counsel.
- 18 - The bill amends s. 27.51 (1), F.S., to allow the public  
19 defender to represent defendants in local ordinance  
20 violations that are not ancillary to a state prosecution,  
21 provided the public defender has a contract with the  
22 county or municipality to be reimbursed for his or her  
23 costs.
- 24 - The bill amends s. 28.24 (12), F.S., to increase the  
25 additional service charge in the recording fee provided  
26 in the bill from \$3 to \$4 per page, with the increased  
27 funds used to pay for the information technology needs of  
28 the state attorneys and public defenders.
- 29 - The bill amends s. 29.008 (1) (b), F.S., to require  
30 counties to fund public law libraries as a local  
31 requirement of the state court system, and to continue to  
provide office space and furnishings for the guardian ad  
litem programs.
- The bill amends s. 721.02, F.S., to conform changes and  
add personal property examples such as cruise ships and  
vessels to a list of regulated timeshare plans.
- The bill amends s. 721.03(1)(d), F.S., to clarify that  
automatic renewals are counted in determining the term of  
the plan for purposes of the jurisdictional thresholds of  
three years and \$3,000.
- The bill amends s. 721.03(8), F.S., to provide that the  
chapter applies only to personal property timeshare plans  
offered in Florida. However, as to those personal  
property plans offered in Florida, limited  
management-related provisions of the chapter will apply  
in addition to most of the offering provisions.  
Subsection (8)(c) is added to require any developer and  
any managing entity of a personal property timeshare plan  
to submit to personal jurisdiction in this state in a  
form satisfactory to the Division of Florida Land Sales,

- 1           Condominiums, and Mobile Homes of the Department of  
2           Business and Professional Regulation at the time of  
3           filing a public offering statement.
- 4           - The bill amends s. 721.05, F.S., to revise or add  
5           definitions relevant to personal property timeshare  
6           plans.
- 7           - The bill amends s. 721.06, F.S., to reflect different  
8           contract disclosures for real property timeshare plans  
9           and personal property timeshare plans. It clarifies: the  
10          notice requirement for assessments, charges, fees, or  
11          taxes on the property; personal property timeshare  
12          purchaser contract cancellation rights; and filing  
13          requirements for agreements for transfer. It also  
14          requires filing of an agreement for deed and agreements  
15          for transfer.
- 16          - The bill amends s. 721.065, F.S., to include pertinent  
17          personal property timeshare plan disclosures of  
18          assessments and delinquencies in the resale purchase  
19          contract.
- 20          - The bill amends s. 721.07, F.S., to make conforming  
21          changes consistent with other existing sections or  
22          changes in the bill.
- 23          - The bill amends s. 721.075, F.S., to clarify that  
24          incidental benefit filings are to be reviewed for  
25          compliance purpose by the division. The bill requires  
26          specific disclosures to purchasers regarding incidental  
27          benefits.
- 28          - The bill amends s. 721.08, F.S., to deal with the  
29          conditions under which purchase deposits may be lawfully  
30          released from escrow to ensure that timeshare  
31          accommodations are available in the manner portrayed and  
32          protected from future encumbrances that would endanger  
33          the use rights of purchasers.
- 34          - The bill amends s. 721.09, F.S., to make conforming  
35          changes.
- 36          - The bill amends s. 721.11, F.S., to make filing  
37          advertising materials by the developer with the division  
38          "voluntary," but requires the division to review all  
39          materials submitted and notify the developer of any  
40          deficiencies within 10 days.
- 41          - The bill amends s 721.12, F.S., to create a provision for  
42          personal property timeshares that requires a seller to  
43          keep a copy of the contract until an instrument of  
44          transfer is delivered to the purchaser.
- 45          - The bill amends s. 721.13, F.S., to change the  
46          requirements placed on managing entities relating to:  
47          owners' associations; assessment budgets; reserves left  
48          over upon termination; use of owners' e-mail addresses;  
49          and personal property accommodations.
- 50          - The bill amends s. 721.14, F.S., to exempt personal  
51          property timeshare plans from provisions relating to the

- 1 discharge of the managing entity.
- 2 - The bill amends s. 721.15, F.S., to clarify that  
3 depreciation expenses for income-producing property may  
4 only be excluded from the obligation of a developer under  
5 a developer guaranty to the extent that such depreciation  
6 expenses exceed the net income produced from the  
7 property.
- 8 - The bill amends s. 721.16, F.S., to provide that lien  
9 provisions relating to real property timeshare plans are  
10 not applicable to personal property timeshare plans.
- 11 - The bill amends s. 721.17, F.S., to add personal property  
12 timeshare plans to the coverage of this section.
- 13 - The bill amends s. 721.18, F.S., to require that  
14 purchaser participation in multisite timeshare exchange  
15 programs is voluntary. It requires the disclosure of any  
16 conversion or other fees payable to a third party. It  
17 make certain requirements of an exchange company.
- 18 - The bill amends s. 721.19, F.S., to apply to personal  
19 property timeshares.
- 20 - The bill amends s. 721.20, F.S., to make it unlawful to  
21 charge an advance fee for the listing of a personal  
22 property timeshare interest. It exempts personal  
23 property timeshare plans from certain provisions.
- 24 - The bill amends s. 721.24, F.S., to exempt personal  
25 property timeshares from the provisions of this section.
- 26 - The bill amends s. 721.26, F.S., to make conforming  
27 changes.
- 28 - The bill amends definitions in s. 721.52, F.S., relating  
29 to vacation clubs (multisite timeshare plans).
- 30 - The bill amends s. 721.53, F.S., to require developers to  
31 comply with applicable provisions of s. 721.08, F.S.,  
relating to nondisturbance of accommodations and  
facilities, and personal property timeshares in multisite  
timeshare plans.
- The bill amends ss. 718.103, 721.54, 721.55, 721.551,  
721.552, 721.56, 721.84, 721.96, 721.97, and 475.011,  
F.S., to conform to changes made elsewhere in the bill.
- The bill provides that certain amendments to ch. 721,  
F.S., shall not apply until the earlier of January 1,  
2005, or the date that any amendments to such filings are  
made subsequent to the bill becoming law. Amendments to  
s. 721.08 (3), F.S., do not apply to the nondisturbance  
and notice to creditors instruments required by s.  
721.08, F.S., unless and only to the extent that the  
developer otherwise voluntarily complies with all or a  
portion of the provisions.