

26 (21) (a) "Interestholder" means a developer, an owner of
27 the underlying fee or owner of the underlying personal property,
28 a mortgagee, judgment creditor, or other lienor, or any other
29 person having an interest in or lien or encumbrance against the
30 accommodations or facilities of the timeshare plan.

31 (b) With respect to a multisite timeshare plan governed by
32 part II that contains a component site which is also part of a
33 single-site timeshare plan or condominium or other property
34 regime, the term does not include a developer; an owner of the
35 underlying fee or owner of the underlying personal property; a
36 mortgagee, judgment creditor, or other lienor; or any other
37 person having an interest in or lien or encumbrance against a
38 timeshare interest in such single-site timeshare plan, or
39 interest in or lien or encumbrance against a unit in such
40 condominium or property regime, except as to any timeshare
41 interest or unit that is specifically subjected or otherwise
42 dedicated to the multisite timeshare plan. This paragraph is a
43 clarification of existing law.

44 Section 2. Subsection (11) is added to section 721.08,
45 Florida Statutes, to read:

46 721.08 Escrow accounts; nondisturbance instruments;
47 alternate security arrangements; transfer of legal title.—

48 (11) A timeshare instrument, declaration of condominium,
49 or other instrument establishing or governing a component site
50 property regime is not an encumbrance for purposes of this

51 chapter and does not require a nondisturbance and notice to
52 creditors instrument for purposes of this section or a
53 subordination and notice to creditors instrument for purposes of
54 s. 721.53 from the managing entity, owners' association, or any
55 other person. This paragraph is a clarification of existing law.

56 Section 3. Section 721.125, Florida Statutes, is amended
57 to read:

58 721.125 ~~Extension or~~ Termination of timeshare plans.-

59 (1) Unless the timeshare instrument provides otherwise,
60 the vote or written consent, or both, of 60 percent of all
61 voting interests in a timeshare plan may ~~extend or~~ terminate the
62 term of the timeshare plan at any time. ~~If the term of a~~
63 ~~timeshare plan is extended pursuant to this section, all rights,~~
64 ~~privileges, duties, and obligations created under applicable law~~
65 ~~or the timeshare instrument continue in full force to the same~~
66 ~~extent as if the extended termination date of the timeshare plan~~
67 ~~were the original termination date of the timeshare plan.~~ If a
68 timeshare plan is terminated pursuant to this section, the
69 termination has immediate effect pursuant to applicable law and
70 the timeshare instrument as if the effective date of the
71 termination were the original date of termination.

72 (2) If a termination ~~or extension~~ vote or consent pursuant
73 to subsection (1) is proposed for a component site of a
74 multisite timeshare plan located in this state, the proposed
75 termination ~~or extension~~ is effective only if the person

76 | authorized to make additions or substitutions of accommodations
77 | and facilities pursuant to the timeshare instrument also
78 | approves the termination ~~or extension~~.

79 | (3) (a) If a timeshare property is managed by an owners'
80 | association that is separate from any underlying condominium,
81 | cooperative, or homeowners association, the termination of the
82 | timeshare plan does not change the corporate status of the
83 | owners' association. The owners' association shall continue to
84 | exist to conclude its affairs, prosecute and defend actions by
85 | or against it, collect and discharge obligations, dispose of and
86 | convey its property, and collect and divide its assets. However,
87 | the owners' association may not act except as necessary to
88 | conclude its affairs and to carry out the provisions of this
89 | subsection.

90 | 1. After termination of a timeshare plan, the board of
91 | administration of the owners' association shall serve as the
92 | termination trustee, and in such fiduciary capacity may bring an
93 | action in partition on behalf of the tenants in common in each
94 | former timeshare property or sell the former timeshare property
95 | in any manner and to any person who is approved by a majority of
96 | all such tenants in common. The termination trustee shall have
97 | all powers reasonably necessary to effect the partition or sale
98 | of the former timeshare property, including the power to
99 | maintain the property during the pendency of any partition
100 | action or sale.

101 2. All reasonable expenses incurred by the termination
102 trustee relating to the performance of its duties pursuant to
103 this subsection, including the reasonable fees of attorneys and
104 other professionals, shall be paid by the tenants in common in
105 the former timeshare property being partitioned or sold in
106 proportion to their respective ownership interests.

107 3. The termination trustee shall adopt reasonable
108 procedures to implement the partition or sale of the former
109 timeshare property and the other provisions of this subsection.

110 (b) If a timeshare plan is terminated in a timeshare
111 condominium or timeshare cooperative and the underlying
112 condominium or cooperative is not simultaneously terminated, a
113 majority of the tenants in common in each former timeshare unit
114 present and voting in person or by proxy at a meeting of such
115 tenants in common conducted by the termination trustee, or
116 conducted by the board of administration of the condominium or
117 cooperative association if such association managed the former
118 timeshare property, shall designate a voting representative for
119 the unit and file a voting certificate with the condominium or
120 cooperative association. The voting representative may vote on
121 all matters at meetings of the condominium or cooperative
122 association, including termination of the condominium or
123 cooperative.

124 (4)~~(3)~~ This section applies only to a timeshare plan that
125 has been in existence for at least 25 years as of the effective

126 | date of the termination ~~or extension~~ vote or consent required by
127 | subsection (1).

128 | Section 4. Section 721.1255, Florida Statutes, is created
129 | to read:

130 | 721.1255 Extension of timeshare plans.-

131 | (1) (a) The Legislature finds that timeshare plans are
132 | created as authorized by general law and that many older
133 | timeshare properties located in this state are based on a
134 | condominium structure and are approaching the termination dates
135 | established in the timeshare instruments.

136 | (b) The Legislature further finds that there are many
137 | older timeshare properties in this state which have been well
138 | maintained over the years and which continue to be financially
139 | supported, used, and enjoyed by their owners, exchangers,
140 | guests, renters and others. In order to preserve the continued
141 | use, enjoyment, tax values, and overall viability of these
142 | timeshare properties, the Legislature finds that the public
143 | policy of this state requires the creation of a general law to
144 | enable the owners of these timeshare properties to extend the
145 | terms of their timeshare plans, notwithstanding contrary
146 | provisions in the timeshare instruments which may create
147 | uncertainty for purchasers, prospective purchasers, and lenders,
148 | and which may discourage the ongoing maintenance, refurbishment,
149 | and improvement of these timeshare properties.

150 | (c) This section applies to all timeshare properties in

151 this state.

152 (2) (a) Unless the timeshare instrument provides for a
153 lower vote, the vote or written consent, or both, of at least 66
154 percent of all eligible voting interests present in person or by
155 proxy at a duly called and constituted meeting of the owners'
156 association may extend the term of the timeshare plan. If the
157 term of a timeshare plan is extended pursuant to this section,
158 all rights, privileges, duties, and obligations created under
159 applicable law or the timeshare instrument continue in full
160 force to the same extent as if the extended termination date of
161 the timeshare plan were the original termination date of the
162 timeshare plan.

163 (b) Unless the timeshare instrument provides for a lower
164 quorum, the quorum for the owners' association meeting held
165 pursuant to paragraph (a) is 50 percent of all eligible voting
166 interests in the timeshare plan.

167 (c) The owners' association meeting held pursuant to
168 paragraph (a) may be held at any time before the termination of
169 the timeshare plan.

170 (d) The board of administration of the owners' association
171 may determine that any voting interest that is delinquent in the
172 payment of more than 2 years of assessments is ineligible to
173 vote on any extension of the timeshare plan unless such
174 delinquency is paid in full before the vote.

175 (e) A proxy for a vote to extend a timeshare plan pursuant

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176 | to this section is valid for up to 3 years and is revocable
177 | unless the proxy states it is irrevocable.

178 | (3) If an extension vote or consent pursuant to this
179 | section is proposed for a component site of a multisite
180 | timeshare plan located in this state, the proposed extension is
181 | effective only if the person authorized to make additions or
182 | substitutions of accommodations and facilities pursuant to the
183 | timeshare instrument also approves the extension.

184 | Section 5. This act shall take effect upon becoming a law.