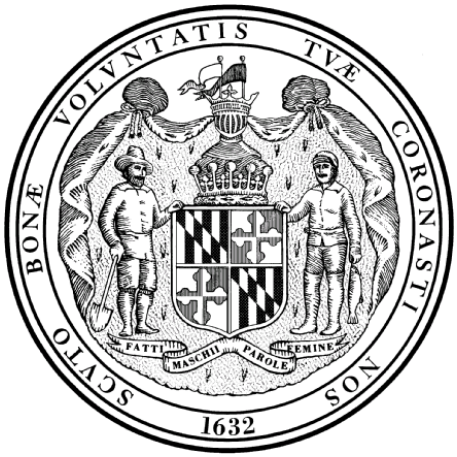
APPLICATION FOR THE REGISTRATION OF A PUBLIC OFFERING STATEMENT FOR A TIME SHARE PROJECT



Office of the Secretary of State
State House
Annapolis, MD 21401

TS DR-8-06

APPLICATION FOR THE REGISTRATION OF A PUBLIC OFFERING STATEMENT FOR A TIME SHARE PROJECT

The Maryland Real Estate Time-Sharing Act[1] (hereinafter, "the Act") requires a Public Offering Statement for all time-share projects being offered for sale in Maryland to be registered with the Office of the Secretary of State. A contract for the initial sale of a time-share unit may not be entered into until the Public Offering Statement for the proposed time-share project has been approved for registration by the Secretary of State, until after all amendments to the Public Offering Statement have been filed with the Secretary of State and until the developer has registered with the Maryland Real Estate Commission.

An application for the registration of a time-share project located in Maryland consists of a Public Offering Statement as described herein and in §11A-112 of the Act, completed in accordance with the application form attached hereto, and a registration fee of one dollar per interval not to exceed $500.

In the case of a time-share project located wholly outside of Maryland, an application that has been approved by an agency in the state where the time-share project is located and that substantially complies with the Act may be submitted to the Secretary of State for approval. If the application has been approved by an out-of-state agency, please use the Maryland application to cross-reference to the approved documents. Certification of the approval from the state agency which approved the documents must also be included. Certification of the approval from the state agency which has approved the documents must also be included. If there is not out-of- state agency which has approved the application for registration or if there is no registration requirement, then the application should be submitted in the same form as if the time-share project were located in Maryland. The registration fee is still required.

If the time-share project is registered with the U.S. Securities and Exchange Commission, the developer may file a copy of the Public Offering Statement registered with the Securities and Exchange Commission if it contains substantially the same information as required by the Act. A registration fee is still required.

The Office of the Secretary of State has a 45 day period in which to review and either approve or reject applications. The review period will not commence until all required parts of the application have been received by this Office, including the appropriate fee. Upon receipt of the completed application, this Office will acknowledge receipt of the application in writing and advise of the review period deadline. Applications will be reviewed as quickly as possible in order of receipt. Applicants will be called with comments to confirm approval or to discuss how the application must be amended to secure approval for registration. If amendments are required, they will be reviewed on the day of receipt. An extension of the review period deadline may be granted upon written request of the applicant. Written acknowledgement will be mailed to confirm approval or rejection of the application.

	Complete Application	Application Determination
Time Share Application	1-2 hours	15-45 days

[1] Title 11A, Real Property Article, *Annotated Code of Maryland*

INSTRUCTIONS

The following instructions should be followed carefully in preparing the applications.

1. For time-share projects located in Maryland and for those time-share projects located outside Maryland where there is no state registration requirement, each application shall consist of:
    a. A completed application form with the appropriate documents attached thereto in the order prescribed by the application; and
    b. A registration fee of one dollar per interval not to exceed $500.
2. For time-share projects located outside of Maryland where there is a similar registration requirement, each application shall consist of:
    a. A completed application form (including the cover sheet and consent form) that cross-references to the approved documents;
    b. The documents which were approved by the state agency where the time-share project is located;
    c. Certification of approval from the state where the time-share project is located; and
    d. A registration fee.
3. Please submit the following number of applications as appropriate:
    a. For time-share projects located in Maryland, submit one (1) completed copy of the application.
    b. For time-share projects located outside Maryland, submit one (1) application as described above.
4. Number all pages, either consecutively from the beginning or starting with each part of the POS.[2]
5. Applications should be mailed to: Office of the Secretary of State, State House, Annapolis, MD 21401.
6. Please read the attached materials regarding registration requirements and the instructions provided in the application. These materials are intended to give applicants guidance in complying with the Act and the policies of this Office. Following these notes will help to expedite the review process.
7. Questions will be answered if you call the following number: (410) 974-5521.
8. Any changes in the documents or information contained in the POS which are necessary to make the POS current must be filed promptly with the Secretary of State. All attachments must either be approved or rejected within ten days of receipt.

    Note: The POS which are distributed to purchasers must be in the same form as approved by the Secretary of State. Failure to do so is grounds for termination of the registration.

[2] POS is an abbreviation for Public Offering Statement.

APPLICATION FOR THE REGISTRATION OF A PUBLIC OFFERING STATEMENT FOR A TIME-SHARE PROJECT

Please type all information

Section 1.

Name of Developer

Street Address

City, State, Zip

Telephone Number with Area Code

Section 2.

If corporation, names & addresses of officers. If partnership, names & addresses of general & limited partners.

Names of Officers or Partners (attach list)

Street Address

City, State, Zip

Name of Resident Agent of Developer

Street Address of Resident Agent of Developer

City, State, Zip

Area Code & Telephone Number of Resident Agent

Section 3.

Name of Real Estate Broker

Street Address

City, State, Zip

Area Code & Telephone Number

License Number

Please attach a list of all sales people who will work for the above-listed broker in marketing this project, and their license numbers.

Section 4.

Name of Time-Share Plan

Street Address of Property

City, State, Zip

Section 5.

_____ (number) Units (intervals) offered for sale

Type of Estate (Time-Share Estate or License)

Section 6.

Name of Persons who have prepared this POS

Street Address

City, State, Zip

Area Code & Telephone Number

Section 7.

Are the documents for the project recorded? D yes D no Date _____

County where recorded _____ Liber No. _____ Folio No. _____

Section 8.

Is the developer of this project registered with the Maryland Real Estate Commission?

D yes D no D Application pending

Name of Bonding Company

Developer's Registration Number

Date Approved

TO BE COMPLETED BY THE OFFICE OF THE SECRETARY OF STATE	
	Fee Received
	Date Registered
	Review Period Ends

PART 1 — COVER PAGE

§11A-112(f)(1) of the Maryland Real Estate Time-Sharing Act (hereinafter, "the Act") required the POS to have a cover page containing at least the following information:

1. The name and location of the time-share project;
2. A statement that the project is a time-share project; and
3. The following in conspicuous type:

> *"This public offering statement contains important matters to be considered in acquiring a time-share. The statements contained herein are only summary in nature. A prospective purchaser should refer to all references, exhibits thereto, contract documents and sales materials. You should not rely upon oral representations as being correct. Refer to this document and accompanying exhibits for correct representations. The seller is prohibited from making any representations which conflict with those contained in the contract, this public offering statement, and the time-share instrument."*

Note: It is the position of the Office of the Secretary of State that "conspicuous type" means type in all capitals, italics or some form of type which is underlined or highlighted in some other manner to distinguish it from the balance of the type of the page.

PART 2 — SUMMARY OF STATEMENTS & EXHIBITS

§11A-112(f)(2) OF THE ACT REQUIRES THE POS TO HAVE A SUMMARY OF ALL STATEMENTS REQUIRED TO BE IN CONSPICUOUS TYPE IN THE POS AND IN ALL EXHIBITS THERETO. PLEASE CROSS REFERENCE THOSE PAGES OF THE POS WHICH CONTAIN THE CONSPICUOUS STATEMENTS REQUIRED BY THESE SECTIONS OF THE MARYLAND REAL ESTATE TIME- SHARE ACT:

PAGE NO. POS	
_____	§11A-112(f)(iii)
_____	§11A-118(a)(6)
_____	§11A-118(b)(Time-Share licenses only)
_____	§11A-118(c)
_____	§11A-120(a)(17)

PART 3 — INDEX OF CONTENTS & EXHIBITS

PAGE NO. POS	§11A-112(f)(3) OF THE ACT REQUIRES THE POS TO CONTAIN A SEPARATE INDEX OF THE CONTENTS AND EXHIBITS OF THE POS. PLEASE CROSS-REFERENCE THOSE PAGES OF THE POS WHICH CONTAIN THIS INDEX.
	Index

PART 4 — TEXT DESCRIBING THE TIME-SHARE PLAN

PAGE NO. POS	§11A-112(f)(4) OF THE ACT REQUIRES THE POS TO CONTAIN A TEXT DESCRIBING THE TIME-SHARE PLAN WHICH INCLUDES THE FOLLOWING DISCLOSURES. PLEASE CROSS-REFERENCE THOSE PAGES OF THE POS WHICH CONTAIN THE FOLLOWING ITEMS:
_____	(i) The name and principal address of the developer and the location of the time-share project;
_____	(ii) A general description of the time-share project and the time-share units, including the number of units in the time-share project and any larger project of which it is a part and the schedule of commencement and completion dates of all improvements;
_____	(iii) As to all units owned or offered by the developer in the same project:
_____	1. The types and numbers of units;
_____	2. Identification of units that are time-share units;
_____	3. The types and duration of the time-share;
_____	4. The maximum number of units that may become a part of the time-share project, if known; and
_____	5. A statement of the maximum number of time-shares that may be created or that there is no maximum.
_____	(iv) The identity of the managing entity and the manner, if any, whereby the developer may change the managing entity or its control;
	(v) A statement that:
_____	1. Subject to the provisions of §11A-114(a)(3), within 10 days after receipt of a POS or signing a contract or the time-share unit meets all building requirements and is ready for occupancy, whichever is latest, a purchaser may cancel the contract for purchase of the time-share from the developer; and
_____	2. If a developer fails to provide a POS to the time-share purchaser before transferring the time-share and the purchaser elects to cancel the contract, the purchaser is entitled to recover from the developer 110% of the sales price of the time-share actually paid by the purchaser.
_____	(vi) A description of time-share expenses, the current amounts assessed and the methods and formula for changes;
_____	(vii) Any services which the developer provides or expenses he pays and which he expects may become at any subsequent time a time-share expense and the projected time-share expense liability attributable to each of those services or expenses for each time-share;
_____	(viii) Any initial or special fee due from the time-share purchaser at closing, together with a description of the purpose of the fee and the method of its calculation;
_____	(ix) Any facility fees;
_____	(x) A statement of any liens, defects, or encumbrances on or affecting the title to the time-share units;

PART 4 — TEXT DESCRIBING THE TIME-SHARE PLAN

PAGE NO. POS	
	(xi) The extent to which financial arrangements have been provided for completion of all improvements;
	(xii) The extent to which a time-share unit may become subject to a tax or other lien arising out of claims against other time-share owners of the same time-share unit or the developer, managing entity or association;
	(xiii) A description of the rights and remedies provided in the time-share instrument for a time-share owner who is prevented from enjoying exclusive occupancy for a time-share unit, or a statement that none is provided in the instrument;
	(xiv) A description of any financing offered by the developer;
	(xv) The terms and significant limitations of any warranties provided by the developer, including statutory warranties and limitations on enforcement of damages;
	(xvi) A description of any unsatisfied judgments against the developer or the managing entity, the status of any pending suits involving the sale or management of real estate to which the developer or an affiliate of the developer or the managing entity is a defending party, and the status of any pending suits, of which the developer has actual knowledge, of significance to the time-share project;
	(xvii) A statement that a bond or letter of credit is required under §11A- 116, and that nay deposit made in connection with the purchase of a time- share will be held in an escrow account or a trust account until expiration of the rescission period or any later time specified in the contract, and will be returned to the purchaser if the purchaser cancels the contract;
	(xviii) Any restraints on transfer of time-shares or portions thereof; and
	(xix) A description of the insurance coverage provided for the benefit of time-share owners.

PART 5 — COPIES OF THE TIME-SHARE INSTRUMENT, CONTRACTS OR LEASES, BALANCE SHEET & BUDGET

PAGE NO. POS	§11A-112(f)(4) (IV & (VI) OF THE ACT REQUIRES THE POS TO INCLUDE COPIES OF CERTAIN DOCUMENTS. PLEASE CROSS-REFERENCE THOSE PAGES OF THE POS WHICH CONTAIN THE FOLLOWING ITEMS::
	(i) Copies and a brief narrative description of the significant features of the time-share instrument and any documents referred to in the instrument other than any plats and plans;
	For all time-share projects created in Maryland after January 1, 1985, §11A-103 of the Act requires the time-share instrument to include the following:
	1. The name of the county or counties in which the project is situated;
	2. The legal description sufficient to identify the project with reasonable certainty and may include a street address;
	3. When the project contains more than one unit, a time-share plat containing the information required by §11-105(b) of this article, the identification and location of each time-share unit and the common elements and a certificate from a registered surveyor that the plat and description in the time-share instrument are correct representations of the time-share project;
	4. Identification of time periods by letter, name, number, or combination thereof;
	5. Where applicable, the method whereby additional time-shares may be created or withdrawn from the time-share plan;
	6. The portion of common expenses and any voting rights assigned to each time-share, if any, and the method for reallocation if time-shares are added to or withdrawn from the time-share plan;
	7. Any restrictions on the use, occupancy, enjoyment, alteration, or alienation of time-shares;
	8. A description of the amenities if any at the project made available for a time-share purchaser's use and the ownership, care, and replacement thereof;
	9. The length of time the time-shares are committed to the time-share plan and the status of title of time-share units at the end of the period of time;
	10. The method of designating the insurance trustee required by §11A-111;
	11. A description and authorization of the methods, if any, by which the time-share documents may be enforced, including the collection of time- share expenses;
	12. Specification of the events, including condemnation and damage or destruction, and the procedures by which the time-share plan may be terminated before the expiration of its full term and the consequences of such termination, including the manner in which the time-share project assets will be held and distributed among owners;
	13. Provision for the amendment of the time-share instrument; and
	14. If any of the time-share licenses, a statement of what rights a time- share licensee will have if the license is terminated or a statement that such licensee will have no rights.

PART 5 — COPIES OF THE TIME-SHARE INSTRUMENT, CONTRACTS OR LEASES, BALANCE SHEET & BUDGET

IN ADDITION TO THE REQUIREMENTS OF §11A-103, §11A-105 OF THE ACT REQUIRES THE TIME-SHARE INSTRUMENT TO DESCRIBE ARRANGEMENTS FOR THE MANAGEMENT AND OPERATION OF THE TIME-SHARE ESTATE PROJECT AND FOR THE MAINTENANCE, REPAIR, AND FURNISHING OF TIME-SHARE UNITS IN THE PROJECT. PLEASE CROSS-REFERENCE THOSE PAGES OF THE TIME-SHARE INSTRUMENT WHICH CONTAIN THE FOLLOWING:

_____ 1. Creation of an association;

_____ 2. Assessment and collection of time-share expenses;

_____ 3. Employment and termination of the managing entity for the time- share estate project. No agreement between the developer and the managing entity shall be longer than 2 years;

_____ 4. Preparation and dissemination to time-share estate owners of an annual budget, operating statements, and other financial information concerning the time-share project;

_____ 5. Adoption of standards and rules of conduct for the use, and enjoyment, and occupancy of units by the time-share estate owners. Unless otherwise provided in a project instrument, a time-share estate owner's right of access to the time-share estate project shall be limited to the time-period in his time-share;

6. Comprehensive general liability insurance for death, bodily injury, and property damage arising out of, or in connection with, the use and enjoyment of units by time-share estate owners, their guests, and other users. The insurance required by this subsection shall be in addition to the insurance required by §11A-111. The developer shall pay the costs of securing and maintaining the insurance until the developer control period ends, after which time the costs will be paid by the association. Nothing herein shall be construed to personal effects or property of the time-share estate owners, their guests, and other users;

_____ 7. Compensation or alternate use periods to a time-share estate owner if his contracted for unit cannot be made available for the period to which the owner is entitled by schedule or by confirmed reservation;

_____ 8. Procedures for imposing a monetary penalty or suspension of a time-share estate owner's rights and privileges in the time-share estate project for failure of such owner to comply with the provisions of the time-share instrument or the rules and regulations of the association. Under these procedures, a time-share estate owner must be given notice and the opportunity to refute the charges against him in person or in writing to the board of directors of the association before a decision to impose discipline is rendered; and

_____ 9. Employment of attorneys, accountants, and other persons as necessary to assist in the management of the time-share estate project.

PART 5 — COPIES OF THE TIME-SHARE INSTRUMENT, CONTRACTS OR LEASES, BALANCE SHEET & BUDGET

§11A-106 OF THE ACT REQUIRES THE TIME-SHARE INSTRUMENT FOR A TIME-SHARE ESTATE PROJECT TO PROVIDE FOR A PERIOD OF TIME, TO BE CALLED THE "DEVELOPER CONTROL PERIOD," DURING WHICH THE DEVELOPER OR A MANAGING ENTITY SELECTED BY THE DEVELOPER SHALL MANAGE AND CONTROL THE TIME- SHARE PROJECT. IF THIS APPLICATION IS FOR A TIME-SHARE ESTATE PROJECT, PLEASE CROSS-REFERENCE THOSE PAGES OF THE TIME-SHARE INSTRUMENT WHICH INCLUDE PROVISIONS FOR THE FOLLOWING:

_____

_____

_____

1. Developer control period;
2. Termination of leases and contracts for goods and services entered into during the developer control period. Any such contract shall become voidable at the option of the association no later than two years after the developer sells the first time-share estate in the project; and
3. A regular accounting by the developer to the association of matters that significantly affect the interest of time-share estate owners.

Note: Title to the common elements, if any, of the time-share estate project shall be transferred to the association, free of charge, no later than at such time as the developer either transfers to purchasers legal or equitable ownership of at least 75% of the time- share estates or completes all of the amenities and facilities comprising the time-share project, whichever shall occur later, but the developer may elect not to convey sooner than 2 years from the date the developer sells the first time-share estate. The developer control period shall terminate on the date of transfer of the common elements to the association.

§11A-107 OF THE ACT REQUIRES THE TIME-SHARE INSTRUMENT FOR A TIME-SHARE LICENSE PLAN TO PRESCRIBE AND OUTLINE REASONABLE ARRANGEMENTS FOR THE MANAGEMENT AND OPERATION OF THE TIME-SHARE LICENSE PLAN AND FOR THE MAINTENANCE, REPAIR, AND FURNISHING OF THE TIME-SHARE UNITS. IF THIS APPLICATION IS FOR A TIME-SHARE LICENSE PLAN, PLEASE CROSS-REFERENCE THOSE PAGES OF THE TIME-SHARE INSTRUMENT WHICH INCLUDE THE FOLLOWING:

_____ 1. Standards and procedures for housekeeping, repair, and interior furnishing of time-share units;

_____ 2. Adoption of standards and rules of conduct governing the use, enjoyment, and occupancy of time-share units by licenses;

_____ 3. Payment by the developer of time-share expenses;

_____ 4. Selection of a managing entity to act for and on behalf of the developer should the developer elect not to undertake the duties, responsibilities, and obligations of being the managing entity for the time-share license plan;

_____ 5. Procedure for establishing the rights of time-share licensees to occupancy, use, and enjoyment of time-share units by prearrangement or under a first reserved, first served priority system;

_____ 6. Procedures for assessment and collection of time-share expenses for time-share licensees;

_____ 7. Comprehensive general liability insurance for death, bodily injury, and property damage arising out of, or in connection with, the occupancy, use, and enjoyment of time-share units by time-share licensees, their guests, and other users. The insurance required by this subsection shall be in addition to the insurance required by §11A-111. The developer shall pay the costs of securing and maintaining the insurance. Nothing herein shall be construed to obligate the developer to secure insurance on the conduct, personal effects, or property of the time-share licensees, their guests, and other users;

_____ 8. Methods of providing an alternate use period or monetary compensation to a time-share licensee if a time-share unit cannot be made available for a period to which the licensee is entitled by schedule or by a confirmed reservation; and

_____ 9. Procedures for imposing a monetary penalty, suspension of a time-share licensee's rights upon failure to comply with the provisions of the time-share instrument, to obey rules and regulations established by the developer or to pay time-share expenses charged against the time- share licensee. The licensee shall be given notice and the opportunity to answer in person or in writing to the Commission before a decision to impose a monetary penalty or a suspension of rights is rendered.

_____ (ii) Copies of any contracts or leases to be signed by the purchaser at closing, and a brief narrative description of any contract or lease that will or may be subject to cancellation by the owner of a time-share under §11A-114 of the Act:

§11A-118 OF THE ACT REQUIRES THE SALES CONTRACT FOR THE TIME-SHARE PROJECT TO INCLUDE CERTAIN ITEMS. PLEASE CROSS REFERENCE THOSE PAGES OF THE SALES CONTRACT WHICH CONTAIN THE FOLLOWING INFORMATION:

_____ 1. The date the contract is executed by each party;

_____ 2. The name and address of the developer;

3. The total financial obligation of the purchaser including the initial purchase price and any additional charges, time-share expenses, and facility fees;

_____

4. A description of the time-share period being sold, including whether any interest in real property is being conveyed and the number of years constituting the term of the time-share plan;

_____

5. The estimated date of completion of construction of each unit or common element which is not completed at the time the sales contract is executed; and

_____

6. Immediately before the space for the signature of the purchaser, in conspicuous type, subject to the provisions of §11A-114(a)(3), the following statements are to be inserted:

"You may cancel this contract without any penalty or obligation within 10 days after you receive the public offering statement, or the time-share unit meets all building requirements and is ready for occupancy, whichever last occurs.

If you decide to cancel this contract, you must notify the developer in writing, in which case your notice of cancellation shall be effective on the date sent, provided it is actually received by the developer and shall be sent to [name of developer] at [address of developer]

Any attempt to obtain a waiver of your cancellation rights is unlawful. While you may execute all documents in advance, the closing, as evidenced by delivery of the deed or other document, before expiration of your 10 day cancellation period, is prohibited."

_____

7. If a time-share license is being conveyed, the contract shall also contain, in conspicuous type, the following statement:

"You may also cancel this contract at any time after the accommodations or facilities at the time-share project are no longer available as provided in this contract and the public offering statement."

_____

PART 5 — COPIES OF THE TIME-SHARE INSTRUMENT, CONTRACTS OR LEASES, BALANCE SHEET & BUDGET

8. A statement that, in the event of cancellation of the contract within the 10-day period, a refund shall be made within 20 business days after receipt of notice of cancellation, or within 5 days after receipt of funds from purchaser's cleared check, whichever is later.

(iii) A balance sheet for the time-share estate project, that is prepared by an independent certified public accountant, containing information effective as of the close of the immediately preceding fiscal year, or the fiscal year immediately before the last one if the POS is distributed within 90 days of the end of a fiscal year; and

(iv) A projected budget for the association, either within or as an exhibit to the POS, for 1 year after the date of the first transfer to a purchaser, a statement of who prepared the budget and a statement of the budgetary assumptions concerning occupancy and inflation factors. The budget shall include:

1. A statement of the amount, or a statement that there is no amount, included in the budget as a reserve for repairs and replacements;
2. A statement of any other reserves;
3. A projected time-share expense liability by category of expenditures for the time-share units; and
4. The projected time-share liability for each time-share.

PART 6 — EXCHANGE PROGRAMS

PAGE NO. POS	§§11A-112(f)(5) AND 11A-120 OF THE ACT REQUIRES THE POS TO DISCLOSE CERTAIN ITEMS IF THE TIME-SHARE OWNERS ARE PERMITTED OR REQUIRED TO BECOME MEMBERS OF OR TO PARTICIPATE IN ANY EXCHANGE PROGRAM. PLEASE CROSS-REFERENCE THOSE PAGES OF THE POS WHICH CONTAIN THE FOLLOWING DISCLOSURES IF THIS IS A TIME-SHARE WHICH REQUIRES OR PERMITS TIME-SHARE OWNERS TO PARTICIPATE IN AN EXCHANGE PROGRAM:
_____	(i) The name and address of the exchange company;
_____	(ii) The name of all officers, directors, and shareholders holding more than 10% of the voting stock of the exchange company;
_____	(iii) Whether the exchange company or any of its officers or directors has any legal or beneficial interest in any developer or managing entity for any time-share project participating in the exchange program, and if so, the name and location of the time-share project and the nature of the interest;
_____	(iv) Whether the purchaser's participation in the exchange program is dependent upon the time-share project's continued affiliation with the exchange program;
_____	(v) That the purchaser's participation in the exchange program is voluntary;
_____	(vi) The terms and conditions of the purchaser's contractual relationship with the exchange program, and the procedure by which changes may be made;
_____	(vii) The procedure to qualify for and effectuate exchanges;
_____	(viii) All limitations, restrictions, or priorities employed in the operation of the exchange program, including limitations on exchanges based on season, unit size, or levels of occupancy, expressed in bold-faced type; and in the event that such limitations, restrictions, or priorities are uniformly applied by the exchange program, the manner in which they are applied;
_____	(ix) Whether exchanges are arranged on a space available basis, and whether any guarantees of fulfillment of specific requests for exchanges are made by the exchange program;
_____	(x) Whether and under what circumstances a purchaser may, in dealing with the exchange program, lose the use and occupancy of his time-share period in any properly applied for exchange without being provided with substitute accommodations by the exchange program;
_____	(xi) The fees for participation by purchasers in the exchange program, whether any such fees may be altered by the exchange company and the circumstances under which alterations may be made;
_____	(xii) The name and address of the site of each accommodation or facility in the time-share projects participating in the exchange program;
_____	(xiii) The number of time-share units in each participating time-share project which are available for occupancy expressed within the following numerical groupings: 1-5, 6-10, 11-20, 21-50, 51 and over;
_____	(xiv) The number of currently enrolled purchasers at each time-share project participating in the exchange program, expressed within the following numerical groupings: 1-100, 101-249, 250-499, 500-999, 1,000 and over; and a statement of the criteria used to determine those purchasers who are currently enrolled in the exchange program;

PART 6 — EXCHANGE PROGRAMS

(xv) The disposition made by the exchange company of time-share periods deposited with the exchange program by purchasers enrolled in the exchange and not used by the exchange company in effecting exchanges;

(xvi) The following information which shall be independently audited by a certified public accountant or accounting firm in accordance with the standards of the Accounting Standards Board of the American Institute of Certified Public Accountants, and reported on an annual basis on or before July 1 of the succeeding year but prepared not more than 18 months before the information is delivered:

1. The number of purchasers currently enrolled in the exchange program;
2. The number of accommodations and facilities that have current affiliation agreements with the exchange program;
3. The percentage of confirmed exchanges which shall be based on the number of exchanges properly applied for, together with the criteria used to determine whether an exchange request was properly applied for;
4. The number of time-share periods for which the exchange program has an outstanding obligation to provide an exchange to purchasers who relinquished a time-share period during the year in exchange for a time-share period in any future year;
5. The number of exchanges confirmed by the exchange program during the year; and

(xvii) A statement in bold-faced type to the effect that the percentage described in paragraph (xvi)(3) of this page is a summary of the exchange requests entered with the exchange program in the period reported, and that the percentage does not indicate a purchaser's probabilities of being confirmed to any specific choice or range of choices.

Note: Any exchange company offering an exchange program to purchasers in this State shall file with the Maryland Real Estate Commission on an annual basis the information required to be included in the POS. If at any time the Commission determines that any of the information supplied by an exchange company fails to meet the requirements of this section, the Commission may undertake enforcement action against the exchange company in accordance with the provisions of this title. No developer shall have any liability with respect to any violation of this section arising out of the publication by the developer of written information provided by an exchange company. No exchange company shall have any liability with respect to any violation of this title arising out of the use by a developer of information relating to an exchange program other than written information provided to the developer by the exchange company.

CONSENT FORM[3]

NAME OF TIME-SHARE PROJECT

Applicant understands that registration approval of public offering statements for all time-share projects being offered for sale in Maryland is a condition of law necessary to offer time-share projects for sale in Maryland, and that this requirement is intended to provide basic protection to Maryland consumers. Therefore, in consideration for approval of this application to register a public offering statement for the above-named time-share project, the applicant:

1. Acknowledges that he/she has read the foregoing application to register a time-share project and, subject to the penalties of perjury, certifies that the information is true and complete to the best of his/her knowledge;

2. Agrees that no contracts for the initial sale of units will be entered into after January 1, 1985, until the application for registration has been registered with the Secretary of State;

3. Agrees that he/she shall only deliver copies of the Public Offering Statement as currently registered with the Secretary of State to members of the public.

4. Agrees to promptly file copies of all amendments to the Public Offering Statement with the Secretary of State prior to distribution to members of the public;

5. Agrees that the Secretary of State or the Secretary's designee may inspect a copy of the developer's Public Offering Statement at the sales office upon request;

6. Agrees to comply with the Maryland Real Estate Time-Sharing Act and all applicable regulations that may be promulgated by the Secretary of State to carry out the Maryland Real Estate Time-Sharing Act;

7. Agrees to notify the Secretary of State when all units have been conveyed to contract purchasers; and

8. Agrees that failure to comply with the requirements of the Maryland Real Estate Time-Sharing Act, the Public Offering Statement, this application, the Registration Order, or the terms of this consent form are grounds for the Secretary of State to revoke or suspend registration of the Public Offering Statement for this Time-Share Project.

_____ _____

Date Signature of Applicant

[3] If the constitution of the applicant changes (e.g. different corporation, partnerships, limited partnerships, being substituted or formed), then a new consent form with the new applicant's signature must be filed with this Office.