

**GOVERNING DOCUMENTS CHECK SHEET (TIME-SHARE)**

RE 648A (Rev. 1/18)

SUBDIVISIONS

PROJECT NAME:

PROJECT LOCATION (STATE):

**INSTRUCTIONS**

- Business and Professions Code (BPC) 11210 – 11288 and Commissioner’s Regulations 2805-2817 include, but are not limited to, provisions associated with time-share projects and governing documents.
- Correct completion of this form will facilitate review of the proposed documents for the project. Incomplete and inaccurate information will prolong the review process.
- In the columns on the right side of each page in this form, insert the document code, the page number and preferably the paragraph heading where the provisions are located in the proposed documents.

**Document Code**

**Example**

A = Articles	B = Bylaws	R p4(4.1a) or R p13 (III) 3
R = Restrictions (CC&Rs)	N/A = Not Applicable	
N/F = Not Found		

- Include explanations for any N/A or N/F response.
- Applicants shall ensure all time share instruments adhere to any jurisdictional law that may apply.

**BPC 11251 - Time-Share Plan Declaration of Dedication**

(a) The developer of a single site time-share plan and for the component sites of a multisite time-share plan located in the state, shall cause to be recorded prior to the closing of the first sale of a time-share interest in each accommodation in the time-share plan, covenants dedicating the accommodations to the time-share plan and incorporating all covenants of the grantor or lessor of the time-share interests, and the following provisions:

Document Code & Page  
Reference & Section or  
Paragraph Heading

- |  |       |
|--|-------|
| (1) Organization of an association of time-share interest owners. . . . .  | _____ |
| (2) A description of the real property for the common ownership or use of the time-share interest owners. Where the time-share plan is a personal property time-share plan, a description of the personal property for common use of the time-share interest owners. . . . . | _____ |
| (3) A description of the method for calculating and collecting regular and special assessments from time-share interest owners to defray expenses of the time-share property and for related purposes. . . . .   | _____ |
| (4) A description of the method for terminating the membership and selling the interest of a time-share interest owner for failure to pay regular or special assessments. . . . .  | _____ |
| (5) A description of the method for the disciplining of time-share interest owners for the late payment of assessments. . . . .  | _____ |
| (6) Provisions requiring comprehensive general liability insurance and adequate property and casualty insurance covering the time-share property. . . . .  | _____ |
| (7) Restrictions upon partition of an accommodation of the time-share plan. . . . .  | _____ |
| (8) A description of the method for amending the covenants affecting the time-share plan. . . . .  | _____ |

(9) Where applicable, a description of the method relating to the annexation or de-annexation of additional accommodations, phases, or properties to the time-share plan. . . . .

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(10) A description of the procedures in the event of condemnation, destruction, or extensive damage to an accommodation, including provisions for the disposition of insurance proceeds or damages payable on account of damage or condemnation.

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(11) A method of the procedures on regular termination of the time-share plan. . . .

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(12) Where applicable, allocation of the cost of maintenance and operation between different elements or mixed uses within the portions of a project or relating to reciprocal rights and obligations between the time-share project and other property.

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(13) A description of the method for entry into accommodations of the time-share plan under authority granted by the association for the purpose of cleaning, maid service, maintenance, and repair including emergency repairs and for the purpose of abating a nuisance or a known or suspected dangerous or unlawful activity. . . . .

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(14) Delineate all reserved rights of the developer. . . . .

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(15) For projects located within the state, the covenants shall, insofar as reasonably possible, satisfy the requirements of Section 1468 or Sections 1469 and 1470 of the Civil Code for real property located in this state. . . . .

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(b) For single site time-share plans and component sites of a multisite time-share plan located outside of the state, the developer shall cause to be recorded a declaration dedicating the accommodations to the time-share plan and incorporating all covenants of the grantor or lessor of the time-share interests. The declaration shall include the subject matter set forth in paragraphs (1) to (14), inclusive, of subdivision (a). If there is no provision for the recording of a declaration in the state or jurisdiction in which the time-share property or component site is located, alternatively, the developer shall establish that the declaration is otherwise enforceable in the state or jurisdiction in which the time-share property or component site is located. The declaration shall be in compliance with the applicable laws of the state or jurisdiction in which the time-share property or component site is located, and if a conflict exists between laws of the situs state and the requirements set forth in this section, the law of the situs state shall control. If the declaration provides for the matters contained in paragraphs (1) to (14), inclusive, of subdivision (a), the declaration shall be deemed to be in compliance with the requirements of subdivision (a) and this subdivision and the developer shall not be required to make revisions in order to comply with subdivision (a) and this subdivision. . . . .

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(c) The developer of a time-share plan located within the state shall make provisions in the time-share instruments for all of the following:

(1) A description of the services to be made available to time-share interest owners under the time-share plan. . . . .

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(2) A description, to be contained in the declaration or the bylaws of the association, of the procedures regarding transfer to the association of control over the time-share property and services comprising the time-share plan. . . . .

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(3) A description of the method for preparation and availability to time-share interest owners of budgets, financial statements, and other information related to the time-share plan. . . . .

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(4) A description of the methods for employing and for terminating the employment of a managing entity for the time-share plan. . . . .

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- (5) A description of the method for adoption of standards and rules of conduct for the use of accommodations by time-share interest owners. . . . .
- (6) A description of the method for establishment of the rights of time-share interest owners to the use of an accommodation according to schedule or under a first-reserved, first-served priority system. . . . .
- (7) A description of the method for compensating use periods or monetary compensation for an owner of a time-share estate if an accommodation cannot be made available for the period of use to which the owner is entitled by schedule or under a reservation system because of an error by the association or managing entity. . . . .
- (8) A description of the method for the use of accommodations for transient accommodations or other income-producing purpose during periods of nonuse by time-share interest owners. . . . .
- (9) A description of the method for the inspection of the books and records of the association by time-share interest owners. . . . .
- (10) A description of the method for collective decision making and the undertaking of action by or in the name of the association including, where applicable, representation of timeshare accommodations in an association for the time-share in which the accommodations are located. . . . .

(d) For single site time-share plans and component sites of a multisite time-share plan located outside of the state, the developer shall cause to be included in the time-share instrument the subject matter set forth in subdivision (c). The time-share instruments shall be in compliance with the applicable laws of the state or jurisdiction in which the time-share property or component site is located, and if there is a conflict between laws of the situs state and the requirements set forth in this section, the law of the situs state shall control. If the time-share instruments provide for the matters contained in subdivision (c), the time-share instruments shall be deemed to be in compliance with the requirements of subdivision (c) and this subdivision and the developer shall not be required to make revisions in order to comply with subdivision (c) and this subdivision. . . . .

**BPC 11266 - Amendment of Declaration or Other Document**

- (a) An amendment of a provision of the declaration or other document establishing the time-share plan may not be adopted without the vote or written assent of at least 25 percent of the voting power of the association residing in members other than the developer. . . . .
- (b) An amendment of the articles of incorporation or association may not be enacted without the vote or written assent of at least 25 percent of the governing body and 25 percent of the voting power of the association residing in members other than the developer. . . . .
- (c) An amendment of the bylaws of the association may not be enacted without the vote or written assent of at least 10 percent of the voting power of the association residing in members other than the developer. . . . .
- (d) An amendment to the rules and regulations of the association may not be enacted without the vote or written assent of at least a majority of the governing body of the association. . . . .
- (e) The percentage of the voting power necessary to amend a specific clause or provision in the time-share instrument, articles, or bylaws shall not be less than the prescribed percentage of affirmative votes or written assents required for action to be taken under that clause. . . . .

(f) In addition to the restrictions upon the enactment of amendments of the governing instruments set forth in this section, the governing instruments may include provisions consistent with subdivision (c) of Section 11269 whereby the vote of the developer must be given effect in the amendatory process. ....

(g) For a single site time-share plan or a component site of a specific time-share interest time-share plan or a nonspecific time-share interest multisite time-share plan located outside this state, that is being offered in this state, the public report shall include the following disclosure in conspicuous 14-point type:

THE DECLARATION OR OTHER DOCUMENT ESTABLISHING THIS TIME-SHARE PLAN MAY BE AMENDED BY A VOTE OF \_\_\_\_% OF THE MEMBERS OF THE ASSOCIATION. THE BYLAWS OF THE ASSOCIATION MAY BE AMENDED BY A VOTE OF \_\_\_\_% OF THE MEMBERS. ....

**BPC 11268 - Regular Meetings of Members**

(a) Unless impracticable because of the number of members of the association, their places of residence in relation to each other, the international nature of the offering, or other factors, provision shall be made for regular meetings of members of the association of time-share interest owners. Ordinarily regular meetings of members shall be scheduled not less frequently than once each calendar year at a time and place to be fixed by the bylaws or by resolution of the governing body. The first meeting of the association shall be scheduled not later than one year after the closing of the escrow for the first sale of a time-share interest in the time-share plan or completion of construction, whichever shall first occur. ....

(b) Provision shall be made for special meetings of the association to be promptly called by the governing body upon either of the following: ....

(1) The vote of a majority of the governing body. ....

(2) Receipt of a written request signed by members representing at least 5 percent of the voting power of the association residing in members other than the developer. ....

(c) Meetings of the association shall be held at a suitable location that is readily accessible at reasonable cost to the largest possible number of members. ....

(d) Written notice of regular and special meetings shall be given to members by first-class mail. This notice shall be given not less than 14 days and not more than 90 days before the scheduled date of the meeting. The notice, whether for a regular or special meeting shall specify the place, day, and hour of the meeting and a brief statement of the matters which the governing body intends to present, or believes that others will present, for action by the members. ....

(e) (1) The bylaws of the association shall establish the quorum for a meeting of members at not less than 5 percent nor more than 33 1/3 percent, of the voting power of the association residing in members other than the developer, represented in person or by proxy. ....

(2) In the absence of a quorum as prescribed by the bylaws, no business shall be conducted and the presiding officer shall adjourn the meeting sine die. ....

(3) If less than one-third of the total voting power of the association is in attendance, in person or by proxy, at a regular or special meeting of the association, only those matters of business, the general nature of which was given in the notice of the meeting may be voted upon by the members. ....

(f) Any action that may be taken at any regular or special meeting of members may be taken without a meeting if the following requirements are met: ....

(1) A written ballot is distributed to every member entitled to vote setting forth the proposed action, providing an opportunity to signify approval or disapproval of the proposal, and providing a reasonable time for the members to return the ballot to the association. . . . .

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(2) The number of votes cast by ballot within the specified time period equals or exceeds the quorum required to be present at a meeting authorizing the action. . . . .

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(3) The number of approvals of the action equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot. . . . .

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(4) The written ballot distributed to members of the association affords an opportunity for the member to specify a choice between approval and disapproval of each order of business proposed to be acted upon by the association and further provides that the vote of the members shall be cast in accordance with the choice specified. . . . .

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(g) The bylaws of the association may provide that governing body members may be elected by written ballot. . . . .

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(h) A form of proxy may be distributed to each member to afford him or her the opportunity to vote in absentia at a meeting of members of the association provided that it meets the requirements for a written ballot set forth in paragraph (4) of subdivision (f) and includes the name or names of members who expect to be in attendance in person at the meeting to whom the proxy is to be given for the purpose of casting the vote to reflect the absent member's vote as specified in the form of proxy. . . . .

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**BPC 11269 - Vote**

(a) A member of an association including associations that provide for unequal assessments against members, shall be entitled to one vote for each time-share interest owned. . . . .

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(b) An association may have two classes of members for voting purposes according to the following provisions: . . . . .

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(1) Each time-share interest owner other than the developer of the time-share plan shall be a class A member. If a time-share interest is owned by more than one person, each time-share interest owner shall be a class A member, but only one vote may be cast for each interest. . . . .

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(2) The developer shall be the class B member and shall have one vote for each time-share interest owned by him or her which has been authorized to be offered for sale by the issuance of a public report. . . . .

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(3) Class B membership shall be automatically converted to class A membership, and class B membership shall thereafter cease to exist, when the total outstanding votes held by the class B member falls below 20 percent of the total voting power of the association. . . . .

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(c) Except as otherwise expressly provided, no regulation which requires the approval of a prescribed percentage of the voting power residing in members other than the developer or a prescribed percentage of the voting power of class A members, for action to be taken by the association, is intended to preclude the developers from casting votes attributable to the time-share interests which he or she owns. Governing instruments may specify the following with respect to approval of action by the membership of the association other than an action to enforce an obligation of the developer: . . . . .

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(1) In those associations in which class A and class B memberships exist, the vote or written assent of a prescribed percentage of the class A voting power and the vote or written assent of the class B member. . . . .

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(2) In those associations in which a single class of voting membership exists, either as originally established or after the conversion of the class B membership to class A memberships, the vote or written assent of a prescribed percentage of the total voting power of the association and the vote or written assent of a prescribed percentage of the voting power of members other than the developer. . . . .

**BPC 11270 – Directors**

(a) The governing body shall consist of three directors for an association that does not contemplate more than 100 members and either five or seven directors for an association that contemplates more than 100 members. . . . .

(b) (1) The first governing body shall consist of directors appointed by the developer. These directors shall serve until the first meeting of the association at which time an election of all of the directors for the association shall be conducted. . . . .

(2) A special procedure shall be established by the governing instruments to assure that at the first election of the governing body, and at all times thereafter, at least one of the incumbent directors has been elected solely by the votes of members other than the developer. . . . .

(3) A director who has been elected to office solely by the votes of the members of the association other than the developer may be removed from the governing body prior to the expiration of his or her term of office only by a vote of a prescribed percentage of the voting power residing in members other than the developer. . . . .

(c) The terms of office of governing body members may be staggered provided that no person may serve a term of more than three years without standing for reelection. . . . .

(d) For board of director members serving at the appointment of the developer, the developer may change the designated board member without the need of any further consent by the association. However, the term of the applicable director’s seat on the governing body shall not be affected by that change. . . . .

**BPC 11271 - Meeting Time, Place, Notice**

(a) Regular meetings of the governing body of the association shall be held as prescribed in the bylaws, but not less frequently than annually. . . . .

(b) (1) Regular and special meetings of the governing body shall be held in or near the location of the time-share plan unless a meeting at another location would significantly reduce the cost to the association or the inconvenience to directors. . . . .

(2) If the time and place of the regular meeting of the governing body is not fixed by the governing instruments, notice of the time and place of meeting shall be communicated in writing, including by facsimile, electronic mail, or other form of written or electronic communication, to directors not less than 14 days prior to the meeting. However, that notice of a meeting is not required to be given to any governing body member who has signed a waiver of notice or a written consent to the holding of the meeting. . . . .

(c) (1) A special meeting of the governing body may be called by written notice signed by any two members of the governing body. . . . .

(2) The notice of a special meeting shall specify the time and place of the meeting and the nature of any special business to be considered. . . . .

(3) Notice of a special meeting shall be communicated in writing, including by facsimile, electronic mail, or other form of written or electronic communication, to directors not less than 14 days prior to the meeting. However, notice of the meeting is not required to be given to any governing body member who signed a waiver of notice or a written consent to the holding of the meeting. . . . .

(d) (1) Regular and special meetings of the governing body shall be open to all members of the association provided that members who are not on the governing body may not participate in any deliberations or discussions unless expressly so authorized by the governing body. ....

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(2) The governing body may, with the approval of a majority of a quorum of its members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. ....

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(e) A bare majority of the total members of authorized members of the governing body shall constitute a quorum for the conduct of business. ....

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(f) The governing instruments for the time-share plan shall provide for reimbursement by the association for transportation expenses incurred and reasonable per diem payments to governing body members for attendance at regular and special meetings of the governing body. ....

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